

**WORKSHOP MEETING  
BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
WEDNESDAY, DECEMBER 28, 2022 – UPON ADJOURNMENT OF SPECIAL MEETING  
AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPEARANCES AND PRESENTATIONS**

None

**OLD BUSINESS**

1. Town Hall Parking Agreement

**NEW BUSINESS**

1. Discussion of Legal Representation
2. Tampa Bay Resiliency Ordinance

**MISCELLANEOUS**

Special Meeting – Tuesday, January 3, 2023 - 6:00 p.m.

Regular Meeting – Wednesday, January 11, 2023 – 6:00 p.m.

**ADJOURNMENT**

“Persons are advised that, if they decide to appeal any decisions made at this meeting, they will need a record of the proceedings, and, for such purpose, they 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 Town maintains a tape recorder for all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.”

*6/1/01*

*James W. Denhardt  
Attorney at Law*

*2700 First Avenue North  
St. Petersburg, Florida 33713*

*Telephone (727) 327-3400  
Facsimile (727) 323-0888*

May 4, 2001

Honorable J. J. Beyrouti, Mayor  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, Florida 33708

RE: Grand Shores West Lease Agreement

Dear Mayor Beyrouti:

Enclosed please find the revised Lease Agreement for the parking spaces at Town Hall with Grand Shores West, Ltd. Please review this Agreement to make sure that I have incorporated all of the appropriate terms, and let me know if any additional changes are needed.

Very truly yours,



James W. Denhardt

Enclosure

JWD/law  
08475041.LJJ

RECEIVED MAY 6 7 2001

## LEASE AGREEMENT

THIS AGREEMENT is entered into this 8th day of May, 2001, by and between the TOWN OF REDINGTON SHORES, FLORIDA, a Florida Municipal Corporation, and GRAND SHORES WEST, LTD., Florida, a Limited Partnership.

WHEREAS, the TOWN OF REDINGTON SHORES is the owner of property legally described as:

Lots 10, 11, 12 and 13, Less the Northeasterly 13 feet of said Lots, Block 2, GAY SHORES SUBDIVISION, as recorded in Plat Book 25, Page 64 of the Public Records of Pinellas County, Florida; subject, however, to the use of the public and State of Florida in and to that portion of said lots lying within fifty feet of the survey line of State Road #699 (Gulf Boulevard); being otherwise described as: From the most Westerly corner of Lot 10, Block 2, of said GAY SHORES SUBDIVISION, as a Point of Beginning, run North 74°22' 03" East, 144.20 feet along the Southerly right of way line of 174th Terrace, to a monument; thence South 15°37' 57" East, 168.0 feet to the Northerly right-of-way line of 174th Avenue to a monument; thence South 74°22' 03" West, 100.92 feet along said right of way line to the most Southerly corner of Lot 13, Block 2 of said GAY SHORES SUBDIVISION to an X-cut on walk; thence by a curve to the right, radius 6808.55 feet, arc 173.49 feet, chord North 30°04' 44" West, 173.48 feet to the Point of Beginning, marked by an X-cut;

and

WHEREAS, the parties desire to enter into a non-exclusive Lease Agreement to allow GRAND SHORES WEST, LTD., to use a portion of such parking lot.

NOW THEREFORE, the parties do hereby agree as follows:

1. GRAND SHORES WEST, LTD. shall be allowed to park cars on fifteen (15) spaces of the parking lot on a non-exclusive, first come, first served basis, as space is available, along with other persons authorized to use the parking lot, during regular business hours of the Town Hall. The use of such parking spaces shall be controlled by decals, placards or hangtags, as has been done in the past.

2. In addition, GRAND SHORES WEST, LTD. shall be allowed to have unlimited parking on such parking lot on weekends, holidays and evenings (other than when Town meetings are scheduled at Town Hall, as set forth below) on a non-exclusive, first come, first served basis, as space is available, along with other persons authorized to use the parking lot. The use of such parking spaces shall be controlled by decals, placards or hangtags, as has been done in the past.

3. That as long as such parking spaces are available, the spaces utilized by GRAND SHORES WEST, LTD. shall be located on the eastern side (the rear side) of such parking lot.

4. GRAND SHORES WEST, LTD. agrees that, whenever possible and practical, such parking spaces shall not be used on the first and second Tuesday night of each month when the Town Commission of Redington Shores is conducting a meeting, or at other special events held in the Town Hall by the Town Commission, such as the annual holiday party, or when the Town Hall facility is rented for events such as weddings. In such case, the Town shall notify GRAND SHORES WEST, LTD. fourteen (14) days in advance.

5. Notwithstanding anything herein to the contrary, the Town reserves the right to designate a portion of the parking lot as being "For Town Business Only" or other similar designation, and GRAND SHORES WEST, LTD. shall not have the right to park in any spaces so designated.

6. GRAND SHORES WEST, LTD. will pay to the TOWN OF REDINGTON SHORES the amount of \$2,500.00 per year, payable in advance, payable in the amount of \$208.33 per month, due on the first of each and every month, plus applicable sales taxes that maybe required, with the first such payment commencing on June 1, 2001.

7. GRAND SHORES WEST, LTD. agrees to indemnify the TOWN OF REDINGTON SHORES for any liability or claims arising as a result of the use of the premises by GRAND SHORES WEST, LTD.

8. GRAND SHORES WEST, LTD. agrees to keep the premises in a clean condition and free of trash and litter.

9. This Agreement and Lease may be terminated by either party, upon providing 15 days written notice to the other party.

WHEREFORE, the parties have hereunto set their official hands and seals this 8th day of May, 2001, at Redington Shores, Florida.

TOWN OF REDINGTON SHORES, FLORIDA  
A Florida Municipal Corporation

ATTEST:

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



Mayor/Commissioner



Town Clerk

GRAND SHORES WEST, LTD.  
A Florida Limited Partnership

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



General Partner

GULF BOULEVARD

174th AVENUE

174th TERRACE DRIVE

REDINGTON SHORES  
TOWN HALL

GRAND SHORES WEST  
PARKING LOT

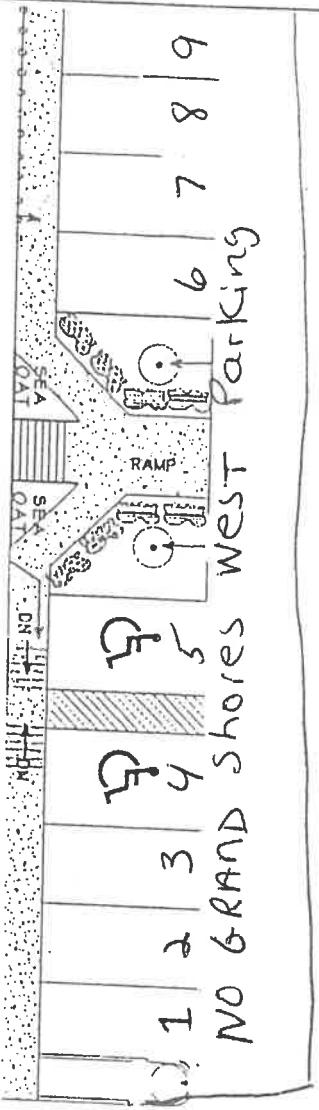
ENTER

CYPRESS  
MULCH BED

ENTER

EXIT

6 8 7 8 9  
NO GRAND SHORES WEST PARKING



#1

- **Tampa Bay Regional Resiliency Coalition (TBRRC) Steering Committee (12)**

The Tampa Bay Regional Resiliency Coalition was officially formed in October 2018 to regionally address sea level rise, climate change, and resiliency in Tampa Bay. Original membership is comprised of five counties and 23 municipalities.

The TBRRC Steering Committee is comprised of elected officials from throughout the Tampa Bay region who serve as the leadership board for this important initiative. (Meets as needed on the 2nd Monday of the Month)

- o Commissioner Janet C. Long, Pinellas County – **Coalition Chair**
- o Commissioner Ronald E. Kitchen, Jr., Citrus County
- o Commissioner John Allocco, Hernando County
- o Commissioner Vanessa Baugh, Manatee County – **TBRPC Vice Chair**
- o Commissioner Jack Mariano, Pasco County – **TBRPC Past Chair**
- o Commissioner April Thanos, City of Gulfport
- o Council Member Peter Altman, City of New Port Richey
- o Council Member Brandi Gabbard, City of St. Petersburg – **TBRPC Chair**
- o Council Member Ward Friszolowski, City of St. Pete Beach
- o Commissioner Maureen Freaney, City of Dunedin
- o Councilman Joseph Citro, City of Tampa
- o Ms. Barbara Sheen Todd, Pinellas County



# RESILIENCY PLANNING

#2

## KEY INITIATIVES

Increase Regional Collaboration and Coordination

Develop a Regional Resilience Plan

Support Integration of Resilience into Local Plans

## DESCRIPTION

In 2018, the Tampa Bay Regional Planning Council formed the Tampa Bay Regional Resiliency Coalition to coordinate climate adaptation and sea level rise mitigation activities across county lines, with the goal of advancing local and regional preparation to reduce economic and social impacts to the communities. As of January 2019, Citrus, Hernando, Hillsborough, Manatee, Pasco and Pinellas counties and 21 local governments have signed the Memorandum of Understanding (MOU) which defines key goals and actions. Regional partners to include public transportation providers. TBARTA and MPOs will also be asked to join this effort.

The Coalition Members are committed to empowering their cities and counties to become resilient to a changing climate and sea level rise while supporting regional collaboration. The Coalition Members and stakeholder Partners will work together to develop adaptation and risk reduction strategies that ensure public safety, safeguard infrastructure, property, environmental assets, and support the economic vitality and quality of life for our citizens today and in the future.





## OBJECTIVES

1. Improve the regional capacity to reduce adverse impacts associated with climate change through the creation of a framework that facilitates discourse, encourages knowledge sharing, generates consensus and promotes the pragmatic application of scientific data in public policy.

## TASKS & ACTIVITIES

1. Facilitate development of a Regional Resilience Plan, in collaboration with local governments and stakeholders, that aligns with federal agency resilience goals and internationally accepted best practices.
2. Support the development and encourage the use of regionally adapted sea level rise scenarios to support consistent planning and policy development.
3. Support development of model language for climate adaptation and mitigation goals, objectives and policies for comprehensive plans, land development regulations, business continuity plans, etc.
4. Coordinate with key organizations to offer resilience education programs for local governments to meet evolving needs.
5. Conduct reviews of decision-support tools such as GIS models, risk/ vulnerability assessments, model ordinances, Best Management Practices, and develop new versions as needed.
6. Continue to support the MPOs to assess changing resilience risks and planning needs for transportation systems.
7. Engage members in the ONE BAY Working Group and other professional networks across the counties in analysis of resilience impacts, issues, resources, programs and best practices.
8. Conduct periodic analysis of local programs and needs, and serve as a repository of relevant research, programmatic efforts and decision support tools.



REGIONAL PLANNING COUNCIL

#3

HOME

COMMITTEES

PROGRAMS

EVENTS

NEWS

RESOURCES

1

## Resilient Shoreline Model Ordinance

Background

Home  
Resilient  
Shoreline  
Model  
Ordinance

### Resilient Shoreline Model Ordinance Template Released by Council

**Staff Contact**  
**Alana Todd**

At the September 12, 2022, TBRPC Council meeting, staff provided a report on key standards and language in the Resilient Shoreline Model Ordinance to Council Members. After a robust discussion, a motion was made, seconded and unanimously passed by the full Council to "Accept

Senior Environmental Planner (727) 570-5151 ext. 40

alana@tbrpc.org

Next meeting:

No events found

Funded by the Florida Department of Environmental Protection Resilient Florida program



Staff Contact

Cara Woods Serra, AICP, CFM Principal

the report and authorize the Executive Director to forward the Ordinance Template and Cover Memorandum to the Tampa Bay Regional Resiliency Coalition (TBRRC) and local governments as a resource for their consideration."

The TBRPC created a Resilient Shoreline Model Ordinance template to support local governments when they make updates to local plans and ordinances related to shoreline protection. The template was developed over two years with extensive input from stakeholders and experts in coastal engineering, marine construction, shoreline ecology, environmental resources management, flood plain management, climate science, land-use policy, permitting and real estate.

Local governments may use the document and give consideration to adopting the model ordinance, or any of the recommendations found within the document at the discretion of their local government.

# Updated Model Ordinance 10/26/2022

Clean version

Florida Resilient Shoreline Protection Model Ordinance Template  
SECTION 1. SPECIAL RESILIENT STANDARDS FOR TIDAL FLOOD HAZARDOUS LIVING STRUCTURES, AND MARSHES, AND TROPICAL COASTAL FORESHORE FEATURES  
Adopted by the \_\_\_\_\_ (ELECTED BODY) on \_\_\_\_\_ 2022, hereinafter referred to as the "Ordinance (Code)", Article \_\_\_\_\_, which Chapter \_\_\_\_\_ serves as a model code for adoption of resilient, sustainable shoreline standards and a basis for tidal flood resilience and shoreline protection across the community.  
Sec. \_\_\_\_ 46. Purpose and intent.  
The purpose of this Ordinance is to ensure that local shoreline and riparian changes are based on the best information available through 2020 to provide comprehensive flood protection benefits and ensure the ecological integrity of coastal habitats and structures on any water and adjacent features. This includes establishing shoreline setback standards and design criteria for tidal flood hazardous living structures, but does not include, but is not limited to, banks, levees, groynes, riprap, dunes, marshes, wetlands, canals, canals, canals, and other features that are not subject to the same risk as the structures described in this Ordinance. This Ordinance shall not be construed to require a subject and adjacent property or public, additional, and located within or along a waterway adjacent to the site.

DOWNLOAD CLEAN VERSION

Marked up version

Florida Resilient Shoreline Protection Model Ordinance Template  
SECTION 1. SPECIAL RESILIENT STANDARDS FOR TIDAL FLOOD HAZARDOUS LIVING STRUCTURES, AND MARSHES, AND TROPICAL COASTAL FORESHORE FEATURES  
Adopted by the \_\_\_\_\_ (ELECTED BODY) on \_\_\_\_\_ 2022, hereinafter referred to as the "Ordinance (Code)", Article \_\_\_\_\_, which Chapter \_\_\_\_\_ serves as a model code for adoption of resilient, sustainable shoreline standards and a basis for tidal flood resilience and shoreline protection across the community.  
Sec. \_\_\_\_ 46. Purpose and intent.  
The purpose of this Ordinance is to ensure that local shoreline and riparian changes are based on the best information available through 2020 to provide comprehensive flood protection benefits and ensure the ecological integrity of coastal habitats and structures on any water and adjacent features. This includes establishing shoreline setback standards and design criteria for tidal flood hazardous living structures, but does not include, but is not limited to, banks, levees, groynes, riprap, dunes, marshes, wetlands, canals, canals, canals, and other features that are not subject to the same risk as the structures described in this Ordinance. This Ordinance shall not be construed to require a subject and adjacent property or public, additional, and located within or along a waterway adjacent to the site.

DOWNLOAD MARKED UP VERSION

## Shoreline Ordinance Rollout Webinar

On October 25<sup>th</sup>, 2022, Tampa Bay Regional Planning Council held a webinar to rollout the new Resilient Shorelines Model Ordinance template. TBRPC staff and project team subcontractor Erin Deady, Deady PA reviewed the key sections of the ordinance and answered questions.



**WATCH PRESENTATION  
RECORDINGS**

**DOWNLOAD THE  
PRESENTATION**

## Uniform Model Ordinance Supports Local Shoreline Policy

While many jurisdictions have policy for seawalls or comp plans that encourage living shorelines, very few have language which recognizes the need to define an integrated continuum and hierarchy of coastal protection projects.

The new Resilient Shoreline Model Ordinance template is one the first of its kind in the state to define an integrated set of policies to ensure that all types of shoreline protection strategies are designed to be resilient to changing sea levels and tidally influenced flooding through 2070, using best practices. It also considers both community flood protection benefits *and* ecological integrity of coastal habitats and shorelines on bay waters

and riverine systems.

To support inter-jurisdictional consistency on resilience, as defined in the Resiliency Coalition Memorandum of Understanding, the template establishes a minimum elevation of five (5) feet NAVD 88 to account for projected sea level rise in combination with high tides by 2070.

The ordinance establishes shoreline type standards, a coordinated policy for protecting and preserving natural shorelines, promoting living and hybrid shorelines, and defining appropriate locations and land-use types for implementing seawalls and hardened structures.

The section which defines a helpful seawall/bulkhead permitting process uses criteria defined in the [Florida Environmental Resource Permit Applicant's Handbook Volume 1, December 2, 2020](#), approved by the Florida Department of Environmental Protection (FDEP) and all five water management districts.

The template will help local governments streamline their review and approval processes. If locally adopted, it will provide crucial guidance to property owners and contractors to create shoreline projects that increase community resilience and improve local habitats and water quality.

The development of the model ordinance template was supported by a grant from the Florida Department of Environmental Protection and included land-use policy.

The ordinance is *not* applicable to oceanfront beaches, passes, inlets or shorelines seaward of the Coastal Construction Control Line.

## **Project Background**

In 2019, at the direction of the TBRPC Council Chair Jack Mariano and the Tampa Bay Regional Resilience Coalition Steering Committee, the TBRPC established a Resilient Shorelines and Spaces working group. The workgroup met four times and defined core issues that local governments and property owners were experiencing. The group also identified the need for documents to support updates to local Comprehensive Plans, Codes and other programs which included new best practices for shorelines and established a uniform shoreline policy guidance and language for sea level rise.

In 2020, TBRPC asked workgroup member University of Florida Levin College of Law Environmental Conservation Clinic to help assess local policy and the UF team reviewed/analyzed 29 local government comprehensive plans. The UF analysis identified substantial variation within plans, and between jurisdictions creating a “patch work of policy” across the region for sea wall standards, minimum elevation and language for living shorelines and other coastal resilience criteria.

To develop the document, TBRPC determined that legal and technical expertise was needed and applied for/ received a grant from the Florida Department of Environmental Protection Resilient Florida program in 2021. The TBRPC contracted with two firms, Erin Deady, PA Deady Law, and Tom Ries with ESA Associates to compile model policy and shoreline programs, collaborate and advise on technical and policy language, and support the stakeholder meetings.

## **Questions and Answers**

barriers, living shorelines and NNBFs; and

12) Required notifications in contracts for sale of real estate.

- **Does this require property owners to come into compliance immediately?**

The ordinance terms are not retroactive for existing sea walls and shorelines that are in good condition, regardless of their elevation. The ordinance applies to:

1) new tidal flood barriers;

2) seawalls or shorelines that need substantial repair or rehabilitation; and

3) the installation of any fixed infrastructure attached to tidal flood barriers such as mooring structures.

- **Is this ordinance a requirement for local governments?**

Local adoption of the

- **How will this be disseminated to the region?**

TBRPC will distribute the document through multiple channels. TBRPC will send emails to Council members, Coalition members, and Coalition Partners. Organizations can request a presentation to learn more about details and how using the language can enhance local planning and implementation.

□ **What does the ordinance include?**

The model ordinance has 12 sections:

- 1) Purpose and intent;
- 2) Applicability;
- 3) Definitions;
- 4) Minimum elevations for tidal flood barriers within tidally influenced areas;
- 5) Shoreline overlay districts, shoreline structures and hierarchy of response;
- 6) Design and Construction of Natural Shorelines;
- 7) Design and Construction of Hybrid Shorelines;
- 8) Design and Construction of Seawalls/bulkheads;
- 9) Authorizations for tidal flood barriers, living shorelines and NNBFs—Required and Hardships;
- 10) Applications for Permits;
- 11) Maintenance and operations of tidal flood

□ **What is the minimum elevation of 5 feet NAVD based on?**

The height includes projected future sea level rise heights for 2070, and high tide. The height was extensively discussed by workgroup members and stakeholders. Most local governments in the Tampa Bay region have older ordinances with 4 feet and several have more recently adopted 5 feet as the minimum elevation.

□ **What is the recommended timeframe for compliance?**

The ordinance defines 2040 as the compliance timeframe. Members of the shoreline workgroup recognized 2040 as a pertinent year, and achievable by local governments. The ordinance is consistent with the State of Florida 2040 and 2070 timeframes for vulnerability assessments.



model ordinance is completely voluntary. The template was developed to support local updates and increase consistency between jurisdictions.

Resilient to  
Resiliency >  
Resilient  
Shorelines  
Model  
Ordinance

## Resilient Shoreline Model Ordinance Template Released by Council

### Regional Resiliency

- Resiliency
- Resiliency Leadership Summit
- One Bay Resilient Communities
- Resiliency Coalition
- Resilient Tampa Bay Transportation
- Peril of

At the September 12, 2022, TBRPC Council meeting, staff provided a report on key standards and language in the Resilient Shoreline Model Ordinance to Council Members. After a robust discussion, a motion was made, seconded and unanimously passed by the full Council to “Accept the report and authorize the Executive Director to forward the Ordinance Template and Cover Memorandum to the Tampa Bay Regional Resiliency Coalition (TBRRC) and local governments as a resource for their consideration.”

The TBRPC created a Resilient Shoreline Model Ordinance template to support local governments when they make updates to local plans and ordinances related to shoreline protection. The template was developed over two years with extensive input from stakeholders and experts in coastal engineering, marine construction, shoreline ecology, environmental resources management, flood plain management, climate science, land-use policy, permitting and real estate.

Local governments may use the document and give consideration to adopting the model ordinance, or any of the recommendations found within the document at the discretion of their local government.

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

ARTICLE \_\_\_\_\_. – REGIONAL RESILIENCY STANDARDS FOR TIDAL FLOOD BARRIERS, LIVING SHORELINES, AND NATURAL AND NATURE-BASED SHORELINE FEATURES

Adopted by the \_\_\_\_\_ [ELECTED BODY] on \_\_\_\_\_, 202\_ into the \_\_\_\_\_ Code of Ordinances (Code), Article \_\_\_\_ within Chapter \_\_ serves as a model code for adoption of regionally consistent minimum standards and a basis for tidal flood resilience and shoreline protection across the community.

**Sec. \_\_-01. Purpose and intent.**

The purpose of this article is to ensure that local shorelines are resilient to changing sea levels and tidally influenced flooding through 2070 to provide community flood protection benefits and ensure the ecological integrity of coastal habitats and shorelines on bay waters and riverine systems. This includes establishing a consistent minimum elevation and design criteria for tidal flood barriers (which include, but are not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, natural and nature-based features (NNBFs), upland stem walls, or other infrastructure) that impede tidal waters from flowing onto a subject and adjacent property or public right-of-way, and located within or along a tidally influenced area that will:

- (a) Provide a standard for tidal flood barriers that serve as a mitigation strategy for tidal flooding, by accounting for water levels predicted under combined conditions of sea level rise and high tides, through the year 2070; and
- (b) Ensure new shoreline protection structures and major shoreline modifications are designed for use as tidal flood barriers.
- (c) Facilitate the construction of living shorelines and NNBFs, where appropriate, that can provide defense against tidal flooding, enhance water quality and improve natural resource benefits.
- (d) Establish a policy for protecting and preserving natural shorelines, promoting living and hybrid shorelines and defining appropriate locations and land-use types for implementing hardened structures.

**Sec. \_\_-02. Applicability.**

This article applies to 1) all new tidal flood barriers, 2) the replacement, substantial repair or substantial rehabilitation of shorelines and shoreline structures, and 3) the installation of any fixed infrastructure attached to tidal flood barriers (such as mooring structures). This article is not applicable to oceanfront beaches, passes, inlets or shorelines seaward of the Coastal Construction Control Line.

**Sec. \_\_-03. Definitions.**

For the purposes of this article, the following terms, phrases, words, and their derivation shall have the meanings given herein, except when the context clearly indicates a different meaning. In the interpretation and application of this article, the definitions provided for herein shall control over definitions that may be included in other documents or manuals, including, but not limited to, the Florida Building Code. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

## **Uniform Resilient Shoreline Protection Model Ordinance Template**

*Appurtenant Structure* includes boathouses, sheds, gazebos, detached apartments, and pool houses on the same parcel as the principal property.

*Bank* means the level space separating a waterway from an inland area, often sloped, elevated and constructed of compacted soil.

*Berm* an earthen mound designed with impermeability to resist the flow of tidal waters through it to an adjacent property or public right-of-way.

*Bulkhead* a vertical or near-vertical, substantially impermeable structure that provides shoreline protection from waves while retaining upland soils.

*Breakwater* a structure constructed from rip rap, armor stone or precast concrete units that has a top elevation at or above the Mean High Water Line, with a specified slope and linear geometry, that is placed offshore for the purpose of dissipating wave energy before reaching the shoreline.

*Cap* means the top of a seawall which is usually formed and poured with concrete and rebar.

*Crest* means the highest portion of a shoreline feature.

*Datum (vertical)* means a base elevation used as a reference from which to reckon heights or depths.

*Escarpment* an area of the shoreline where the elevation changes suddenly. Escarpments are usually caused by erosion and refers to a steep slope (greater than 2:1) and greater than 18 inches in height.

*Erosion* the process of losing soil to wind, water, through natural processes or anthropogenic means.

*Fetch* the distance of open water over which wind blows or waves propagate unobstructed.

*Grade (Slope, incline, gradient, pitch)* - a physical feature of a landform which is described by the tangent of the angle the surface makes to horizontal. Typically described by the ratio of "rise over run" or vertical to horizontal distance.

*Green-grey infrastructure or green-grey materials* a combination of engineered and natural elements that provide environmental qualities, ecosystem value and protective services.

*High Tide Flooding* refers to king tides or exceptional high tides which occur seasonally around a new or full moon when the Moon and Sun are at their perigee (closest point to Earth).

*Living shorelines*, a suite of shoreline protection techniques that incorporate habitat restoration alone or in combination with some type of built infrastructure to provide coastal protective services. Living shorelines use native vegetation alone or in conjunction with low sills, encompassing riprap, oyster bag arrays, in front of low elevation Seawalls or Bulkheads to stabilize the shoreline.

*Mean High Water Line* the average of the high tide water levels over a 19-year time period (tidal epoch). These water levels vary based on the area of tidal influence, the distance from a pass or inlet or distance upstream from the mouth of a river.

## **Uniform Resilient Shoreline Protection Model Ordinance Template**

**Mooring structure** a boat dock, slip, davit, hoist, lift, floating vessel platform, mooring pile, or similar structure attached to land or to a seawall, to which a vessel can be secured by ropes or cables.

**North American Vertical Datum (NAVD 88)** means the vertical control for datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. The National Geodetic Survey (NGS) is working on replacing NAVD 88 with plans to release the new datums in 2022.

**Overtopping** water levels or waves that are above the crest height of a shoreline treatment or seawall.

**Natural and Nature-Based Features (NNBFs)** are landscape features that are used to provide engineering functions relevant to flood risk management, while producing additional economic, environmental, and/or social benefits. Examples include beaches and dunes; vegetated environments such as salt marshes, freshwater wetlands and fluvial flood plains, and seagrass beds; coral and oyster reefs, barrier islands and others. NNBFs may occur naturally or be engineered, constructed and/or restored to mimic natural conditions.

**Public interest determination** an analysis that balances criteria for a determination on whether a seawall/bulkhead tidal flood barrier project is not contrary to the public interest.

**Public nuisance** a condition injurious to the public health or safety of the community or a neighborhood, or injurious to any considerable number of persons, or a condition that obstructs the free passage or use, in the customary manner, of any public right-of-way or adversely impacts the operation of public infrastructure.

**Revetments** structures usually made of large, loose, irregularly shaped stone or other material such as limerock or clean concrete rubble and have a specified slope on the waterward face. Revetments are constructed directly on the shoreline on or around the Mean High Water Line.

**Rip Rap/Armor Stone** generally rounded, limestone or granite that is placed on a slope to interlock and dissipate wave energy. Rip rap is effective at retaining sediment when used in conjunction with geotextile fabric.

**Sea level rise projections** the projected rise in water level for the Gulf of Mexico without the influence of a storm. Sea level rise projections are defined by the State of Florida in Section 380.093, F.S. to include National Oceanic and Atmospheric Administration 2017 tech report scenarios for Intermediate Low and Intermediate High for 2040 and 2070. Sea level rise projections will be updated approximately every five (5) years, based on updated information produced by the National Oceanic and Atmospheric Administration, the National Climate Assessment, the Florida Flood Hub and other appropriate sources predicting future flood risk.

**Seawall** a vertical or near-vertical, substantially impermeable structure typically made of concrete, vinyl or steel, that provides shoreline protection from waves while retaining upland soils. The elevation of the top of a seawall must comply with the current minimum finished elevation requirements in the Code as set by the Department of \_\_\_\_\_ [insert local government building department here] to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.

## **Uniform Resilient Shoreline Protection Model Ordinance Template**

*Seawall Enhancement Project* work performed in conjunction with an existing seawall/bulkhead which cannot be removed due to requirements of the immediately adjacent upland infrastructure. Enhancement projects improve water quality, increase soil retention, provide habitat and reduce wave energy impacts to the seawall. Examples of enhancements include installing vegetation, planter tubes and riprap at the wall base to prevent scour.

*Seawall height standards* the height of seawall structures as prescribed in this Article or by a local building code represented in NAVD 88 or a subsequent vertical datum. Seawall height standards shall incorporate sea level rise projections, seasonal tidal fluctuations and other factors influencing water levels that should be considered for protecting shorelines and property from future flood risk by the year 2070. The elevation of the top of a seawall, bulkhead cap or other protection must comply with the current minimum finished elevation of 5.0' NAVD 88 by the City/County to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.

*Shoreline* means a tidally influenced area where land meets water.

*Shoreline Overlay District* means an area that is established including tidally influenced areas to preserve and enhance the environmental qualities of surface waters and the natural and economic values of shoreline areas within \_\_\_\_\_, to provide for the efficient and beneficial utilization of those waters and shoreline areas, and to protect the public health, safety and welfare.

*Shoreline modification* structures or actions that permanently change the physical configuration or quality of the shoreline, particularly at the point where upland areas and tidal waters meet.

*Shoreline type* the state of the shoreline in terms of environmental or structural elements that presently exist or could exist in the future at that tidally influenced area.

*Sill* - a low-elevation, shore-parallel structure constructed of precast concrete units with proper pH balance, riprap, oyster bags, oyster domes, or similar material on the waterward side of a created tidal wetland fringe marsh. A sill is typically constructed below the Mean High Water Line.

*Storm surge* the abnormal rise in the water elevation caused by a combination of effects from a storm including the atmospheric pressure changes, wind effects, the Earth's rotation, shallow water depth and rainfall.

*Substantial modification, repair or substantial rehabilitation* means:

- (a) Any modification to the shoreline or a shoreline structure along more than fifty percent (50%) of the length of the property's shoreline; or
- (b) Any modification, alteration, or installation of an appurtenant structure that exceeds fifty percent (50%) of the replacement cost of the existing tidal flood barrier along the shoreline.

*Substantially impermeable* means any shoreline protection constructed, repaired, or reconstructed pursuant to this Section, in a manner that prevents groundwater on the landward side of the structure from being affected by tidal waters on the seaward side of the wall.

*Tidal datum* a standard elevation defined by measurement of a certain phase of the tide over long time periods. Tidal datums are used as references to measure local water levels and should not be extended

## Uniform Resilient Shoreline Protection Model Ordinance Template

into areas having differing oceanographic characteristics without substantiating measurements. In order that they may be recovered when needed, such datums are referenced to fixed points known as benchmarks. Tidal datums are also the basis for establishing privately owned land, state owned land, territorial sea, exclusive economic zone, and high seas boundaries.

*Tidal flood barrier* means any structure or shoreline feature including, but not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, NNBFs, upland stem walls, or other infrastructure that impedes tidal waters from flowing onto a subject and adjacent property or public right-of-way, and located within or along a tidally influenced area.

*Tidal waters* mean any water that alternately rises and falls in a predictable and measurable rhythm or cycle due to the gravitational attraction of the moon and sun, including seasonal tide events such as King Tides. Extreme tidal elevation changes caused by a storm event (i.e. storm surge) are not to be used as a determining factor of whether or not an existing shoreline protection structure is in violation of the \_\_\_\_\_'s maintenance requirements.

*Tidally influenced area* means the real property adjacent to, or affected by, a body of water with water level changes in response to the daily tide.

*Toe scour* – loss of soil or erosion at the outside toe base of a seawall, breakwater or revetment due to wave action, overflowing flood waters or currents. If the issue is not addressed the area of influence may grow to the point the foundational base is damaged or structural stability is affected.

*Wetland* a distinct ecosystem that is inundated by water, either permanently or seasonally, where oxygen-free processes prevail. The primary factor that distinguishes wetlands from other landforms or water bodies is the characteristic vegetation of aquatic plants, adapted to the unique hydric soil.

### **Sec. \_\_-04. Minimum elevations for tidal flood barriers within tidally influenced areas.**

(a) By 2040, all new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, revetments, seawalls, seawall caps, upland stem walls, or other similar infrastructure shall be designed and constructed to perform as tidal flood barriers. Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD 88 to account for projected sea level rise in combination with high tides by 2070. Heights specified by this Section shall be reviewed no less than every 5 years in conjunction with updates to the national sea level rise projections.

(b) Tidal flood barriers shall be improved, designed, and constructed to prevent current and future tidal waters from impacting adjacent property, public right-of-way, or other public infrastructure. Causing, suffering, or allowing the trespass of tidal waters onto adjacent property, public right-of-way or other public infrastructure is hereby declared a public nuisance and a citable offense requiring abatement. The owner shall demonstrate progress toward addressing the cited concern within sixty (60) days after receipt of the citation and complete the construction of an approved remedy no later than three hundred sixty-five (365) days after receipt of the citation. For projects that require specialized environmental analysis (e.g. benthic resources survey) that have defined seasonal limitations or for other just cause, the jurisdiction may approve extensions of the 60-day and 365-day timelines herein pursuant to this section in writing or as defined in \_\_\_\_\_ [other relevant existing Code Section for the JURISDICTION],

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

(c) All property owners must maintain any existing tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and onto adjacent property or public right-of-way. Failure to maintain a tidal flood barrier in good repair shall be a citable offense. The owner of the tidal flood barrier shall demonstrate progress towards repairing the cited defect within ninety (90) days after receiving a citation and shall complete repairs within three hundred sixty-five (365) days after receipt of the citation. If the required repair or rehabilitation meets the substantial repair or substantial rehabilitation threshold, no later than three hundred sixty-five (365) days after receipt of the citation, the property owner shall design, obtain permits, cause to be constructed, and obtain final inspection approval of shoreline modifications that meet the minimum elevation and design requirements. The \_\_\_\_\_ Department is permitted to extend these timelines upon good cause shown and reasonable progress towards compliance being diligently pursued by the property owner. Reasonable progress towards compliance may include, but is not limited to, hiring a licensed contractor, submitting a building permit application, diligently pursuing the issuance of a building permit with the applicable departmental disciplines charged with review of the same, and any acts evidencing progress towards the actual construction of the repaired or new shoreline modifications. Should the property owner adhere to the timeframes set forth in this Section (including any extensions granted by the \_\_\_\_\_ Department) the property owner shall be entitled to a complete abatement of any fines accrued pursuant to this Section. The foregoing shall not be an exclusive remedy and the \_\_\_\_\_ [JURISDICTION] may at its option additionally institute a civil action to enforce the provisions in this chapter.

(d) Subject to the provisions of this Article, tidal flood barriers shall be designed to reach the required elevation as determined in (a) and constructed to adjoin immediately proximate or adjacent tidal flood barriers, to the extent practicable, to close gaps and prevent trespass of tidal water.

(e) All tidal flood barriers undergoing replacement, substantial repair or substantial rehabilitation shall be constructed along the property's entire shoreline.

(f) For tidal flood barriers, property owners are required to implement approaches and materials that enhance the biological value of traditional vertical seawalls and flood barriers with the incorporation of seawall enhancement design, living shoreline features, use of hybrid grey-green materials, and the use of biological forms, where practicable.

(g) This section shall not be construed to require the installation of a seawall where other shoreline protection measures serve as an equally effective tidal flood barrier.

(h) Tidal flood barriers capable of automatically being elevated in advance of high tides or other technologies to prevent tidal flooding are permissible if automation does not require daily human intervention. Permitting for such barriers shall include documented evidence signed and sealed by a licensed engineer that such structures shall not cause damage to natural resources including those located in uplands or nearshore waters or adverse impact from wave deflection, run-up, etc..

(i) All elevations shall be in the NAVD 88 datum.

**Sec. \_\_\_-05. Shoreline overlay districts, shoreline structures and hierarchy of response.**

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

- (a) A Shoreline Overlay District shall be established identifying the types of tidal flood barriers that will be permitted based upon regionally uniform environmental conditions, engineering attributes and resilience factors. Shoreline Overlay Districts are comprised of shoreline uses that identify the shoreline type that presently exists within that specific geographic area. All property located within the Shoreline Overlay District is subject to both the standards applicable to that property as well as the requirements imposed by this Section.
- (b) Purpose. The purpose of the Shoreline Overlay District is the protection of the \_\_\_\_\_ [JURISDICTION's] private property, public right-of-way, or other public infrastructure, natural shoreline and coastal resources. These features require protection because of their important flooding and erosion prevention functions, their scenic qualities, their value for public recreation and water access, and their value as wildlife habitat. The district establishes rules and standards for tidal flood barriers and shoreline types.
- (c) Boundaries. The Shoreline Overlay District shall encompass all lands, including underwater lands, which are located within the following area: landward of the mean high water line of any tidal waters within the [JURISDICTION], to a line which is fifty (50) feet landward of said mean high water line. The overlay district shall consist of shoreline types as follows:
- (1) Natural Shoreline: any shoreline that is designed to gradually slope to achieve the minimum elevation for tidal flood barriers and can support native wetland plants (marsh, mangroves, cypress trees) and native upland plants.
  - (2) Hybrid Shoreline: any shoreline that is designed to achieve the minimum elevation for tidal flood barriers that includes an engineered treatment such as a sill made from oyster domes, oyster bags, or rip rap, etc. to reduce wave energy and includes natural vegetation upland of the sill.
  - (3) Seawall/bulkhead (armored): a shoreline design with a vertical structure to achieve the minimum elevation for tidal flood barriers to high wave energy conditions and/or spatial limitations such as adjacent upland infrastructure (roads, buildings, pools).
- (d) All shoreline types must connect to the adjacent natural or manmade feature of equal or higher elevation to provide a continuous protection to achieve the minimum elevation for tidal flood barriers.
- (e) The Shoreline Overlay District map identifies the shoreline types at the individual parcel level, as well as a generalized representation of the extent of the JURISDICTION's shoreline overall. The Shoreline Overlay District map is an approximate representation of the extent and location of the Shoreline Overlay District and has not been formally delineated or surveyed. Additional site-specific evaluation may be required to confirm the location of the Shoreline Overlay District prior to undertaking any shoreline modification.
- (f) Permitted, conditionally permitted or prohibited tidal flood barriers pursuant to existing shoreline conditions. The 3 shoreline types defined in this section shall be authorized for implementation according to the existing shoreline condition.



**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

Tidal flood barriers shall be permitted, conditionally permitted or determined to be in the public interest as defined in Table \_\_\_\_-\_\_\_\_.

Table \_\_\_\_-\_\_\_\_.

Existing Shoreline Condition / Type	Future Permitted Tidal Flood Barriers	Future Conditionally Permitted Tidal Flood Barriers	Future Tidal Flood Barriers subject to the public interest determination
Natural	Living Shoreline	Sill with plants (if erosion exists)	Seawall/bulkhead (armored)
Hybrid	Sill and plants	Sill without plants	Seawall/bulkhead (armored)
Seawall/bulkhead (armored)	Sea wall with Enhancements (riprap and sediment tubes with plants)	Sea wall with riprap only	Seawall/bulkhead (armored) with no enhancements

(g) Public interest determination. Seawalls or bulkheads (armored) tidal flood barriers with or without enhancements shall be determined to be not contrary to the public interest. A public interest evaluation shall be undertaken that balances design of the seawall or bulkhead with or without enhancements considering future impacts such as sea level rise and tidal flooding with the benefits, costs, protection and potential adverse impact of the tidal flood barrier for its projected useful life of 50 years. The following criteria shall be considered and balanced in determining whether or not the seawall or bulkhead (armored) tidal flood barrier with or without enhancements is not contrary to the public interest.

1. Whether or not the seawall or bulkhead (armored) tidal flood barrier will adversely affect the public health, safety, or welfare or the property of others;
2. Whether or not the seawall or bulkhead (armored) tidal flood barrier will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
3. Whether or not the seawall or bulkhead (armored) tidal flood barrier will adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
4. Whether the seawall or bulkhead (armored) tidal flood barrier will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity;
5. Whether the seawall or bulkhead (armored) tidal flood barrier will be of a temporary or permanent nature (subparagraph 62-330.302(1)(a)5, F.A.C.);
6. Whether the seawall or bulkhead (armored) tidal flood barrier will adversely affect or will enhance significant historical and archaeological resources under the provisions of Section 267.061, F.S. (subparagraph 62-330.302(1)(a)5, F.A.C.);
7. The current condition and relative value of functions being performed by areas affected by the proposed seawall or bulkhead (armored) tidal flood barrier (subparagraph 62-330.302(1)(a)7, F.A.C.);
8. The condition of the waterway where the seawall or bulkhead (armored) tidal flood barrier will be located (width or open waterway, vegetation, etc.);
9. The current elevation of the subject and adjacent properties; and
10. The type of property served by the seawall or bulkhead (armored) tidal flood barrier (single family residential, multi-family residential, industrial, commercial, etc.).

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

Applicants shall submit materials to \_\_\_\_\_ [JURISDICTION] staff to assist with the public interest evaluation for seawall or bulkhead (armored) tidal flood barrier projects. For further guidance interpreting 1-7 in the criteria above, consult Sections 10.2.3.1-10.2.3.7 of the Environmental Resource Permit Applicant's Handbook Volume 1, December 2, 2020, for the Department of Environmental Protection and all five water management districts, or its successor Handbook.<sup>1</sup>

(h) No shoreline modification shall be made unless consistent with this Section.

(i) A shoreline modification must be authorized in accordance with the Shoreline Overlay District, the underlying zoning and any other overlay district in which it is located. In the event of a conflict, the more restrictive regulation shall apply.

(j) Nonconforming shoreline types are those that were legally established or constructed prior to the adoption of Sec. \_\_\_\_\_. Nonconforming shoreline types shall be subject to the same requirements as nonconforming uses/structures in Sec. \_\_\_\_\_.

(k) Variances for limited relief relative to the shoreline types as permitted or conditionally permitted in Table \_\_\_\_-\_\_\_\_ shall be considered pursuant to Sec. \_\_\_\_\_ when the requirements of this Code will create an unnecessary hardship, as distinguished from a mere inconvenience, where the requirements of this Code render the land difficult to use because of some rare and unique physical attribute of the property itself or some other factor unique to the property, such as the width of the adjoining water body, for which the variance is requested.

(l) Waivers or administrative adjustments shall be available consistent with Section \_\_\_\_-\_\_\_\_. *[If no such section exists within the relevant Code, consider: There are situations that require flexibility to technical standards, dimensional standards, design criteria, and/or specific use standards to respond to unique site conditions and/or existing conditions in the immediate vicinity. The waiver and administrative adjustment provisions are intended to allow an applicant to seek flexibility to certain code requirements and allow the \_\_\_\_\_ to administratively process and take action on said requests.]*

**Sec. \_\_\_\_-06. Design and Construction of Natural Shorelines.**

Natural shorelines are gradually sloped to achieve the minimum elevation for tidal flood barriers and can support native wetland plants (marsh, mangroves, cypress trees) and native upland plants. Natural shorelines shall consist of a gradual slope no steeper than 4:1 with a minimum top elevation of 5.0 feet NAVD88 coupled with native plants and could include a sill to address wave energy dissipation if necessary. Natural shorelines shall be kept in their current state if there are no erosional features. If there are ongoing erosional features, these can be addressed by implementing nature-based shoreline designs such as Living Shorelines, which could include a sill of natural material such as riprap, precast concrete units, oyster bags, or precast domes to provide protection from wave energy, but must include a naturally sloped shoreline with native plants to stabilize the shoreline itself. Natural shorelines that do not have an existing elevation of 5 feet NAVD88 shall also include the addition of an earthen or other type of berm to achieve the minimum elevation. Natural shorelines shall meet all applicable state and federal regulatory requirements and allow for the trimming of mangroves beyond a height of 6 feet, per the current FDEP mangrove trimming guidelines or those of an applicable deleted agency with that authority. A Living Shoreline may have its waterside face consist of plants and other natural elements that improve

<sup>1</sup> Environmental Resource Permit Applicant's Handbook Volume 1, December 2, 2020, for the Department of Environmental Protection and all five water management districts available at:  
[https://www.sfwmd.gov/sites/default/files/documents/erp\\_swerp\\_manual.pdf](https://www.sfwmd.gov/sites/default/files/documents/erp_swerp_manual.pdf)

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

water quality, provide additional fish habitat, and foster increased biodiversity, provided that the landside interface of a Living Shoreline be substantially impermeable and constructed to a finished elevation that meets Federal and State permitting guidelines as applicable. The landside interface may be located anywhere on an existing property fronting the Living Shoreline, as long as it is constructed in a manner and location that ensures any habitable structures on that property are protected from flooding from tidal waters and it prevents flooding of adjacent properties and the public right-of-way.

**Sec. \_\_-07. Design and Construction of Hybrid Shorelines**

Hybrid shorelines include an engineered treatments such as a sill to reduce wave energy and include natural vegetation upland of the sill. Hybrid shorelines shall include a minimum top elevation of 5.0 feet NAVD88 and remain in place with the addition of native plants, as appropriate. Engineered treatments such as a sill made from precast concrete units, oyster bags, or riprap, etc. shall be designed to reduce wave energy and should also include natural vegetation upland of the sill. Hybrid shorelines shall meet all applicable state and federal regulatory requirements and allow for the trimming of mangroves beyond a height of 6 feet, per the current FDEP mangrove trimming guidelines.

**Sec. \_\_-08. Design and Construction of all Seawalls/bulkheads (armored).**

Seawall/bulkhead (armored) shorelines include an existing vertical structure that cannot be removed due to high wave energy conditions and/or spatial limitations such as adjacent upland infrastructure (roads, buildings, pools). Armored shorelines shall include a minimum top elevation of 5.0 feet NAVD88 and maximum elevation not to exceed X feet or X%. Armored shorelines in disrepair or not meeting the minimum height for tidal flood protection shall be replaced with natural treatments where feasible. If a natural shoreline is not possible, a hybrid shoreline design option should be assessed and implemented. For sites that cannot employ a natural shoreline, nor a hybrid shoreline, then seawall enhancements shall be employed which include some provision for riprap and planters for native wetland species. If there is sufficient space above the mean higher high water line to soften the bank to a 4:1 slope, or gentler slope, then the seawalls/bulkhead (armored) should be removed, and a hybrid shoreline implemented. All existing vertical seawalls shall require enhancements including, at a minimum, riprap placed at the toe of the seawalls/bulkhead (armored) shoreline. It is preferable that riprap extend up to the intertidal range to include embedded planted tubes that are planted with marsh or mangrove plants to provide habitat value. Seawall/bulkhead (armored) shorelines shall meet all applicable state and federal regulatory requirements and allow for the trimming of mangroves beyond a height of 6 feet, per the current FDEP mangrove trimming guidelines or those of an applicable deleted agency with that authority. Exemptions to enhancement requirements shall be addressed through the public interest determination process subject to a site-specific analysis. Seawall/bulkhead (armored) shorelines shall be designed to prevent harmful diversion of floodwaters or wave runup and wave reflection and prevent adverse impacts to adjacent property. Tidal flood barriers shall also be constructed, operated and maintained to prevent tidal waters from flowing through the barrier, while still allowing for the release of upland hydrostatic pressure.

**Sec. \_\_-9. Permits and authorizations for tidal flood barriers, living shorelines and NNBFs—Required and Hardships.**

No tidal flood barriers, living shorelines and NNBFs shall be constructed, reconstructed or repaired until a permit authorizing such construction, reconstruction or repair has been obtained from the building department. No such permit shall be issued for any new construction or shoreline modification or repair to an existing shoreline modification or structure which is deemed, substandard by \_\_\_\_\_ of the \_\_\_\_\_ department or not in compliance with design and construction standards. If a property owner, who is required to repair or replace a tidal flood barrier, living shoreline or NNBF due to

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

the existing structure being in disrepair or allowing tidal waters to flood the public right-of-way, public infrastructure and/or neighboring properties can demonstrate an extreme financial hardship related to the costs associated with such work, then the \_\_\_\_\_ may consider such hardship on a case-by-case basis and elect to waive a portion of or all fees associated with the permitting for such construction taking into account the following criteria:

- (a) The property owner's income as evidenced by prior years' income tax returns for as many years as requested by the \_\_\_\_\_; and
- (b) The property owner's general ability to pay or finance the required shoreline modifications without causing an undue economic hardship.

**Sec. \_\_\_-10. - Same—Application.**

(a) Permits required by this article shall be applied for either by the owner-builder or by a licensed contractor certified in a proper category and having a bona fide contract with the owner to perform such work. Application shall be made upon a suitable form provided by the \_\_\_\_\_ Department.

(b) For new construction or repairs amounting to \$X,000.00 (TBD) or more in value, two copies of the certified/signed and sealed plans shall be submitted with the application, plans shall include the following information, at a minimum, except as to any item which may be waived in writing by the \_\_\_\_\_ department:

- (1) A current (less than one (1) year old) certified/signed and sealed survey drawing of the property upon which the shoreline modification is to be made, referenced to the NAD 83 horizontal and NAVD88 vertical datums and showing sufficient topographic information to determine the impacts of the proposed shoreline modifications to the adjacent private and public lands. Other publicly available data such as LiDAR can be utilized to fulfill this requirement.
- (2) A plan view drawing, showing the relation of the proposed shoreline modification to the site and to adjoining land or areas.
- (3) Arrangement and structural details in the plan, section, and elevation views sufficiently detailed to serve as construction drawings.
- (4) The type and character of the soil substrata which will bear the shoreline modification or structure. When required by the building department, core borings shall be taken to a depth six feet deeper than the proposed base of construction or to a depth below the deepest piling, and the findings of the same shall be made a part of the permit application.
- (5) Soundings, pertinent elevations, and horizontal locations of the proposed structures shall be shown and referenced to the NAVD88 vertical datum and NAD 83 horizontal datums.
- (6) Tidal flood barriers inclusive of living seawalls, living shorelines and NNBFs must be provided with specific purpose surveys certifying the alignment and elevation of the top of wall or bulkhead line with elevations spaced at a maximum of 25-ft intervals showing the highest and lowest elevations of the barrier and clearly identifying the location and elevation of the structure/barrier at each property corner. Elevations of adjacent properties and public rights-of-way must also be

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

provided to ensure consistency is provided between the proposed barrier with the surrounding lands.

(7) The name and address of the owner and property tax folio(s) of the property(ies) upon which the shoreline modification(s) is(are) to be made or constructed.

(8) A construction cost estimate of the proposed shoreline modification substantiated by a fully executed construction contract or validated and attested to by a licensed professional engineer.

(9) The signature and seal of the engineer designing the shoreline modifications.

(10) The engineer's design computations, when required by the \_\_\_\_\_ Department.

(c) For shoreline modifications addressing less than 25% of the length or surface area; less than \$X,000.00. For construction or repairs less than \$X,000.00 in value, no approvals required.

(1) A current (less than 1 year old) certified/signed and sealed survey sketch drawing of the property upon which the shoreline modification is to be made, referenced to the NAD 83 horizontal and NAVD88 vertical datums and showing sufficient topographic information to determine the impacts of the proposed shoreline modifications to the adjacent private and public lands. Other publicly available data such as LiDAR can be utilized to fulfill this requirement.

(2) A plot plan, showing the relation of the proposed shoreline modification to the site and to adjoining land or areas.

(3) The name and address of the owner of the property upon which the shoreline modification is to be made.

(4) Arrangement and structural details in the plan, section, and elevation views sufficiently detailed to serve as construction drawings.

(5) A cost estimate of the proposed shoreline modification substantiated by a fully executed construction contract or validated and attested to by a licensed professional engineer.

(6) The signature and seal of the engineer designing the shoreline modification(s), when required by the \_\_\_\_\_ Department.

(7) The engineer's design computations, when required by the building department.

**Sec. \_\_\_-11. – Maintenance and operations of tidal flood barriers, living shorelines and NNBFs.**

All property owners must maintain their tidal flood barriers, living shorelines and NNBFs in good repair to address general tidal flooding conditions from high tides and projected sea level rise, understanding that storm events are not general conditions. A tidal flood barrier is presumed to be in disrepair if it allows for upland erosion, transfer of material through the tidal flood barrier/wall, or allows tidal waters to flow unimpeded over or through the barrier/wall beyond the intended design of the tidal flood barrier such that it adversely impacts adjacent properties, public infrastructure or the public right-of-way. Property owners with tidal flood barriers below the minimum required finished elevation, with permeable erosion barriers such as riprap, or a land/water interface of another nature are prohibited from allowing tidal

**Uniform Resilient Shoreline Protection  
Model Ordinance Template**

waters entering their property to flow onto adjacent properties, public infrastructure or public rights-of-way. Privately owned waterfront shoreline modifications shall be privately maintained, even though a portion of the shoreline modification may extend into publicly owned land. Failure by the owner to keep the above-mentioned shoreline modifications in a state of repair to address general tidal flooding conditions from high tides and sea level rise acceptable to the \_\_\_\_\_ department or failure to prevent tidal waters from flowing overland or through the above-mentioned shoreline modifications beyond the intended design of the tidal flood barrier to adversely impact adjacent properties, public infrastructure or the public right-of-way shall be subject to enforcement as set forth in chapter \_\_\_\_\_, article \_\_\_\_ of the \_\_\_\_\_ Code, entitled "Code enforcement," and may be brought for further proceedings before the code enforcement board.

**Sec. \_\_\_\_-12. Required disclosure in contracts for sale of real estate.**

In any contract for the sale of real estate located in tidally influenced areas of \_\_\_\_\_ executed (date to be determined by Coalition) the seller shall include in the contract or a rider to the contract the following disclosure in not less than fourteen-point, capitalized, bold-faced type:

**THIS REAL ESTATE IS LOCATED IN A TIDALLY INFLUENCED AREA. THE OWNER MAY BE REQUIRED BY COUNTY OR MUNICIPAL ORDINANCE TO MEET MINIMUM TIDAL FLOOD BARRIER ELEVATION STANDARDS DURING CONSTRUCTION OR SUBSTANTIAL REPAIR OR SUBSTANTIAL REHABILITATION OF SEAWALLS, BANKS, BERMS, AND SIMILAR INFRASTRUCTURE OR WHEN REQUIRED TO ABATE NUISANCE FLOODING.**





17425 Gulf Boulevard  
Redington Shores, FL 33708  
(727) 397-5538

**Request for Proposals:  
Professional Auditing Services  
RFP #**



Town of Redington Shores, Florida  
17425 Gulf Boulevard  
Redington Shores, FL 33708

---

**Subject:** Independent Audit Services

**RFP Issue Date:**



**Proposal Deadline:**



**Mail or Deliver Proposals to:**

Jeff Shoobridge, Town Administrator  
17425 Gulf Boulevard  
Redington Shores, FL 33708

## **INSTRUCTIONS AND GENERAL PROVISIONS**

The Town of Redington Shores, Florida (Town) is seeking proposals from qualified firms of independent Certified Public Accountants to conduct an audit the financial statements of the Town for the fiscal years ending September 30, 2021, 2022, and 2023 with an option for two, one-year renewals.

### **Questions:**

All written questions should be submitted to townadmin@redshoresfl.com, no later than [REDACTED] and will be answered at the discretion of the Town. Oral questions will not be answered.

### **Sealed Proposals:**

To be considered, please provide one (1) bound original, one (1) unbound copy, and (1) digital copy. Proposals should be submitted in a sealed package and clearly identified as "Sealed Proposal – Independent Audit Services" and delivered to:

RFP # [REDACTED] – Audit Services  
Jeff Shoobridge, Town Administrator  
Town of Redington Shores, Florida  
17425 Gulf Boulevard  
Redington Shores, FL 33708

The proposal package must include a sealed submission of the fee proposal form in an envelope identifying the following:

RFP # [REDACTED] – Audit Services  
Fee Proposal Form  
Name of Proposing Firm  
Firm Contact Person

### **Responses:**

All responses must be presented in the same order as specified in this bid. Supporting material may be provided. However, the Town's decision will primarily be based upon an evaluation of the information specifically requested. The Town reserves the right to accept or reject any proposals and to waive rejection for any minor irregularities and technicalities. There is no obligation on the part of the Town to award the contract to the respondent with the lowest cost proposal. The Town will award the contract for audit services to the firm that is most advantageous for, and in the best interest of, the Town of Redington Shores.






Proposals shall clearly indicate the legal name, address, and telephone number of the company, firm, partnership or individual. Proposals shall be signed and the signer shall have the authority to bind the Proposer to the submitted proposal. All expenses for making proposals to the Town

are to be assumed by the Proposer. Proposals received after the deadline will not be accepted. The Town reserves the right to reject any or all proposals. The Town reserves the right to award the contract to the next most qualified offeror if the successful offeror fails to execute a contract within two weeks after the award. The Town reserves the right to terminate the contract at any time before the execution of such contract by all parties without any liability to the Town.

**Selection Process and Calendar:**

The selection process shall be as follows:

- The Audit Committee shall rank and recommend in order of preference the firms deemed to be the most highly qualified to perform the required services. This determination shall be made based on the evaluation criteria set forth in this RFP.
- The Town Commission shall then select one of the firms.
- The Town Commission, or its designee, shall negotiate a contract with the highest-ranked qualified firm unless it documents in its public records the reason for not selecting the highest-ranked qualified firm.

-  Request for proposals issued
-  Proposal submission deadline and request for proposals opening – 2:00 P.M. – Town Hall
-  Audit Committee Proposal Ranking
-  Oral presentations by three (3) top-ranked firms if deemed necessary by the Audit Committee
-  Town Commission awards contract for audit services

**Evaluation Process:**

Proposals will be reviewed by an Auditor Selection Committee pursuant to Chapter 218.391, Florida Statutes. One member of the Town Commission and members of the Finance Advisory Committee will function as the Audit Committee and the Town Commission shall be the final authority regarding the proposals. The resulting negotiated agreement for audit services shall be final.

The Town staff may use discretion to exchange information with proposers and any communication would be for clarification purposes only.

The criteria being used by the Audit Committee to evaluate proposals include the following:

<b>Evaluation Criteria</b>	<b>Maximum Possible Points</b>
Qualifications, Experience, Expertise	45
Audit Approach	30
References	15
Cost Proposal	10

### **General Information:**

The Town intends to pursue the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting during the period of this agreement. The Town has an ongoing contract with the firm Andrew Tess CPA, LLC to provide the necessary functions within the Finance department as an alternative to employing an in-house Finance Director. Andrew Tess or a designated representative will coordinate with the Town's auditor each year and be the principal contact person(s). The Town does not have an internal audit function. The accounting system currently being used by the Town is Fund Balance by Tyler Technologies.

Elected officials include the Town's Mayor, Vice Mayor and three Commission Members. The Town employed a Town Administrator beginning in fiscal year 2021. The Town had previously operated under a Commissioner-Mayor form of government since incorporation in 1955.

A budget is prepared for all funds. The total budgeted expenditures for all Town funds for fiscal year 2022 are approximately \$5.55 million.

The Town's governmental funds include the General Fund and the Capital Projects Fund. The Town maintains one enterprise fund to account for sewer service.

Police protection is provided by the Town of Indian Shores Police Department and fire services are through the City of Seminole and the City of Madeira Beach. The Town provides a defined contribution retirement plan for employees after one year of service through the Florida Municipal Trust Fund. No post-employment benefits other than COBRA are offered, and health insurance premiums are age-adjusted so there is no OPEB valuation currently required. Neither a Federal or State Single Audit has been performed historically but, as the recipient of over \$1.14 million in State and Local Fiscal Recovery Funds, the Town does anticipate being subject to examination pursuant to the provisions of the Uniform Guidance during the term of this contract.

### **Scope of Work:**

The scope of the audit shall be in accordance with Generally Accepted Auditing Standards; Government Auditing Standards; all applicable Florida Statutes; all guidelines and requirements promulgated by the Office of the Auditor General and any other applicable federal, state and local laws, regulations, or professional guidance not specifically described above as well as any additional requirements which may be adopted by these organizations during the period of this contract.

- A draft, if not the final version, of the Annual Comprehensive Financial Report (ACFR) is expected to be presented at the March Town Commission meeting following each year end.

- A completed report shall be submitted to allow for the timely submission for the GFOA certificate, which is currently due by the end of March following each year end.
- The auditors will prepare a draft of the financial statements, related note disclosures, required and other supplementary information and provide any audit adjusting entries and supporting schedules to the Town.
- Auditors will assist the Town in implementing and complying with any changes in reporting requirements remain in conformity with accounting principles generally accepted in the United States of America.
- Conduct an examination of financial statements to express an opinion on the fairness of presentation of financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles and requirements of the State of Florida and other applicable laws, rules and guidelines.
- An examination of any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards and any amendments thereto.
- Utilize financial condition assessment procedures to assist in the detection of deteriorating financial conditions pursuant to Section 218.39(5), Florida Statutes. The auditor may use financial condition assessment procedures developed by the Auditor General or an alternative method. The financial condition assessment shall be done as of the fiscal year end. However, the auditor shall give consideration to subsequent events, through the date of the audit report that could significantly impact the local governmental entity's financial condition. This assessment is expected to be presented at the same time each ACFR is presented.
- Provide an Independent Accountant's Report as required by the Florida Auditor General.
- Provide a Management Letter as required by Section 10.554(1)(i) of the Rules of the Auditor General of the State of Florida including all required disclosures.
- Provide a report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- If applicable, provide a report on compliance with requirements applicable to each major Federal program and state financial assistance project and on internal control over compliance required by Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) including the Compliance Supplement, and Chapter 10.550, Rules of the Auditor General and the Florida Single Audit Act.
- If applicable, provide a schedule of findings and questioned costs as mandated by Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the Florida Single Audit Act.
- If applicable, provide any other reports required by the Uniform Guidance and the Florida Single Audit Act.
- Workpapers are the property of the audit firm and shall be retained no less than five (5) years after the completion of this agreement.

### **Assistance to be Provided to the Auditors:**

- The Town will ensure that the Town Administrator, Finance representative and other necessary employees will be made available to assist the auditors as needed.
- The Town will coordinate with the auditors to provide accounting records and supporting documentation as deemed necessary to prepare the Town's financial statements.
- The auditors will be provided with a reasonable workspace, computer access to examine transactions within the accounting software, photocopying facilities and access to original and/or electronic documentation.
- The Town will prepare the Letter of Transmittal, Management Discussion and Analysis, and portions of the Statistical Section. The Town reserves the right to review a draft of the ACFR prior to presentation and/or distribution.

### **Proposal Requirements:**

#### **Eligibility:**

The following minimum requirements must be met:

1. The firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.
2. Proposer meets the Government Auditing Standards independence requirements.
3. The CPA in charge of the audit has completed, within the immediately preceding two (2) years, at least twenty-four (24) hours of continuing professional education that directly relate to government auditing.
4. The firm adheres to the instructions, terms and conditions outlined in this RFP.

#### **Response Elements:**

Every response received by the Town will be considered a public record pursuant to Chapter 119, Florida Statutes.

1. Title Page
2. Table of Contents
3. Profile of Firm
  - a. Affirmation that the elements described above under "eligibility" have been met
  - b. Location of the office where the work will be done and the number of partners, managers, supervisors and other professional staff employed at that office. If a remote working environment is being utilized, please indicate the necessary personnel details as it pertains to this audit.
  - c. Describe the range of activities performed by the local office, or the audit team if geographically distributed, such as the amount of audit, accounting, tax and/or other consulting services.
  - d. The firm must submit a copy of their most recent external quality control review report (peer review) and the firm successfully demonstrates a record of quality work.

#### 4. Qualifications, Experience, Expertise

- a. Identify the current partners, managers and/or supervisors that will work on the audit. Include any aspects of the audit that will be performed by specialists, other consultants, or subcontractors.
- b. For any specialists, other consultants or subcontractors, provide details regarding any applicable professional credentials.
- c. For each partner or supervisor, provide the following information as applicable:
  - Formal education
  - Supplemental education
  - Experience in public accounting, private business or government
  - Experience in auditing governmental entities
  - Memberships to any organizations pertinent to governmental accounting or auditing
  - Professional recognition
- d. Describe current and/or past local government auditing experience, including familiarity with obtaining the Certificate of Achievement for Excellence in Financial Reporting and the performance of Single Audits.

#### 5. Audit Approach

- a. Describe the overall audit approach including the method for ensuring that pending GASB pronouncements will be appropriately communicated to the Town and subsequently audited
- b. Level of firm staff to be assigned to aspects of the audit work
- c. Type and extent of procedures used for analytical review, statistical sampling, and understanding internal controls
- d. Expected timing of interim and year-end field work
- e. Method of audit field work, such as in-person, virtual or combination
- f. Describe the firm's expectation of Town staff regarding involvement in the audit

#### 6. References

- a. Provide a minimum of three (3) references, preferably from other public entities within the State of Florida, for whom you have provided similar services.
  - Include the name of the entity, contact person's name, phone number and email address
  - Type of services provided
  - Dates of services provided

#### 7. Cost Proposal

- a. Cost proposals should be submitted in a sealed package and clearly identified as "Sealed Proposal – Independent Audit Services"
- b. Prepare annual pricing information relative to performing the audit engagement as described in this request for proposals. The total, all-inclusive price is to contain all direct and indirect costs. Prices should be determined for each year of the contract and proposed price increases for the possible extension periods.
- c. Separate each annual audit fee to distinguish the price with and without a Single Audit.

## 8. Insurance Documentation and Representations

The auditor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the Town, sufficient insurance to adequately protect the respective interest of the parties. Respondents may offer exceptions to the terms of the insurance coverages if adequate alternatives or explanations are offered. The Town is under no obligation to accept any exceptions.

The following appendices shall be signed and returned with each proposal.

- Appendix 1 – Minimum Insurance Requirements
- Appendix 2 – Hold Harmless Agreement
- Appendix 3 – Offeror's Representation and Certification Form



## APPENDIX 1 - MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER THE RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, THE RESPONDENT IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

If, upon Notice of Intent to Award, the Successful Offeror ("Contractor") does not currently have the policies and limits specified below, they shall have ten (10) calendar days to provide the Town with certificate(s) of insurance evidencing that they have procured such and policies and limits.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors. The coverage's, limits or endorsements required herein protect the primary interests of the Town, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

*Town of Redington Shores, its officials, employees and volunteers are to be covered as an additional insured with a CG 2014 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to Town, its officials, employees or volunteers.*

Contractor's insurance coverage shall be primary insurance as respects Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the Town of Redington Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

#### AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Town of Redington Shores, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to Town, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the Town of Redington Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

Contractor, and its insurance carrier, waives all subrogation rights against the Town of Redington Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

For any contractor/employer/owner who has exempt status as an individual, Town requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, Town does not recognize this exemption to extend to the employees of the contractor/employer/owner. The contractor/employer/owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/owners including but not limited to the construction industry.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with Town for provision of goods or Services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

The contractor, and its insurance carrier, waives all subrogation rights against the Town of Redington Shores for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

OTHER INSURANCE PROVISIONS

- a) The Contractor shall provide a Certificate of Insurance to the Town with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- b) RFP for Audit Services shall be noted on the certificate.
- c) The Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Contractor shall maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.
- d) All required insurance policies must be maintained until the contract work has been accepted by the Town. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- e) The Certificate Holder should read as follows: Town of Redington Shores, 17425 Gulf Boulevard, Redington Shores, FL 33708.
- f) It is the Contractor's responsibility to insure that all sub-Contractors comply with these insurance requirements. Contractors shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
- g) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

Acknowledgement of Insurance Coverage:

Offeror's Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPENDIX 2 - HOLD HARMLESS AGREEMENT

CONTRACTOR shall, at all times hereafter indemnify, hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the Town Attorney to defend TOWN, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of,

CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against TOWN by reason of any such claim, cause of action or demand,

CONTRACTOR shall, upon written notice from TOWN, resist and defend such lawsuit or proceeding by counsel satisfactory to TOWN or, at TOWN's option, pay for an attorney selected by Town Attorney to defend TOWN. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the Town Attorney, any sums due CONTRACTOR under this Contract may be retained by TOWN until all of TOWN's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the Town's liability in any statute or as otherwise provided by law.

Failure to submit this executed statement as part of the Offeror's Proposal may make their Proposal nonresponsive and not eligible for award consideration.

**Acknowledgement of Hold Harmless Agreement:**

Offeror's Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPENDIX 3 - OFFEROR'S REPRESENTATION AND CERTIFICATION FORM

In submitting a Proposal, Offeror understands, represents, and certifies the following (if the Offeror cannot so certify to any of following, the Offeror shall submit with its Proposal a written explanation of why it cannot do so). If Town finds, before or after award that Offeror was not truthful concerning any of the following, Town shall have the right to terminate the award without liability and, at its discretion, to seek damages from Offeror, if damages result to Town from such act, in any way whatsoever.

**Lobbying:** In accordance with Title 49 CFR Part 20, Offeror certifies that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, the Legislature or a State Agency in connection with the awarding of a contract for the Project covered under this solicitation.

Initial \_\_\_\_\_

**Non-Segregated Facilities:** Offeror certifies that they do not maintain or provide, for their employees, any segregated facilities at any of their establishments and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. Offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause of any awarded Contract. As used in this certification, the term segregated facilities, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The only exception to this is for the disabled when the demands for accessibility override (e.g. disabled parking).

Initial \_\_\_\_\_

**Public Entity Crime:** Offeror certifies that they are not subject to Section 287.133(2)(a) which specifies that 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Initial \_\_\_\_\_

**Discriminatory Vendor:** Offeror certifies that they are not subject to Section 287.134 (2)(a) of the Florida Statutes which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial \_\_\_\_\_

**Compliance with Laws:** Offeror affirms that they will comply with all laws, regulations, executive orders, policies, guidelines, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of local, State and Federal agencies having jurisdiction and authority, to include, but not be limited to the following: Immigration and Nationalization Act; United States Occupational Safety and Health Act; Section 306 of the Clean Air Act (42 USC 1857(h); Section 508 of

the Clean Water Act (33 USC 1368); Executive order 11738; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Title VI of the Civil Rights Act of 1968 (42 U.S.C. 3601); Florida Civil Rights Act of 1992; Americans with Disabilities Act of 1990 (42 U.S.C. 12102); Federal Fair Labor Standards Act (29 U.S.C. 201); Age Discrimination Act of 1975 (42 U.S.C. 6101).

Initial \_\_\_\_\_

**Drug Free Workplace:** Offeror certifies that they have a Drug-Free Workplace Program that is in accordance with the Drug-Free Workplace Act of 1988.

Initial \_\_\_\_\_

**Non-Collusion:** Offeror being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Offeror intends to do the work with his own bona fide employees or sub-contractors and will not provide a response for the benefit of another consultant. By signing below, Offeror is certifying his status under penalty of perjury under the laws of the United States and the State of Florida. Furthermore, Offeror certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

Initial \_\_\_\_\_

**Conflict of Interest:** Offeror certifies that they have not employed or retained any company or person, other than a bona fide employee working solely for the Offeror to solicit or secure an Award of this Contract and that the Offeror has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, gift or other consideration contingent upon or resulting from an Award or making of an Agreement. Furthermore, Offeror certifies that 1) they are submitting only one Proposal to this Invitation to Proposal and that they have no financial interest in other entities submitting Proposals to this Invitation to Proposal, 2) they, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for the Services covered under this Invitation to Proposal, 3) no member of the Offeror's ownership, management or staff has a vested interest in any aspect of or department of Town,

4) no member of the Offeror's ownership, management or staff is presently applying for employment with Town or actively seeking an elected position with Town, and 5) in the event that a conflict of interest is identified during the provision of Services under any Agreement with Town, Offeror will immediately notify Town of such in writing.

Initial \_\_\_\_\_

**Debarment:** Offeror certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency; and (2) have not, within a three-year period preceding this Invitation to Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and (4) have not within a three-year period preceding this Invitation to Proposal had one or more public transactions (Federal, State or local) terminated for cause or default, and (5) will submit a revised Debarment Certification immediately if their status changes and will provide an explanation for the change in status.

If Offeror cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Initial \_\_\_\_\_

**Convictions:** Offeror has fully informed Town of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial \_\_\_\_\_

**Prohibited Interests:** Offeror, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Proposal, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Offeror or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial \_\_\_\_\_

**Equal Employment Opportunity:** Offeror shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 *et seq.*), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), Florida Civil Rights Act of 1992 (§ 760.10 *et seq.*), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, *et. seq.*), Federal Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*), and any other Federal and State discrimination statutes.

Initial \_\_\_\_\_

Offeror certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity, as noted on pages one through two.

**Failure to submit this executed statement as part of the Offeror's Proposal may make their Proposal nonresponsive and not eligible for award consideration.**

Acknowledgement of Offeror's Representation and Certification Form

Offeror's Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LABELS**

(Affix to the front of your response)

---

**Sealed Proposal – Independent Audit Services**

RFP # [redacted] - Audit Services  
Jeff Shoobridge, Town Administrator  
17425 Gulf Boulevard  
Redington Shores, FL 33708

---

---

**Sealed Cost Proposal – Independent Audit Services**

RFP # [redacted] – Audit Services  
Fee Proposal Form

Name of Proposing Firm: \_\_\_\_\_

Firm Contact Person: \_\_\_\_\_

---



