



**BOARD OF COMMISSIONERS  
TOWN OF REDINGTON SHORES  
REGULAR MEETING  
WEDNESDAY, DECEMBER 11, 2024 - 6:00 P.M.**

**AGENDA**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. CONSENT AGENDA**

1. **MINUTES** – will be included on the 1-8-2025 agenda.

**E. APPEARANCES AND PRESENTATIONS**

1. Chief Clint Belk, Madeira Beach Fire Rescue Update
2. Chief Bill Schobel, Seminole Fire Rescue Update
3. Chief Rick Swan, Indian Shores PD Update

**F. OLD BUSINESS**

**G. NEW BUSINESS**

1. RES 13-2024 Establishing a Reduced Fee for Variance Applications
2. ORD 2024-06 Repealing 90-120 of the Town Code (Related to Land Dedication)
3. Ratification of an Interlocal Agreement with Pinellas County for Substantial Damage Inspections and Assessment Data Entry
4. Memorandum of Understanding with Pinellas County Public Works Department for Completion of the Florida State-Required Vulnerability Assessment
5. 2025 Town Holiday Schedule

**H. COMMISSION REPORTS**

1. Mayor Hendrickson
2. Vice Mayor Commissioner Licata, District 4
3. Commissioner Schoos, District 3
4. Commissioner Hoyt, District 2
5. Commissioner Kapper, District 1
6. Town Attorney
7. Town Administrator
8. Town Clerk
9. Building Department
10. Public Works Department

**I. MISCELLANEOUS**

Regular Meeting – Wednesday, January 8, 2025 – 6:00 P.M.

**J. PUBLIC COMMENT (Items not previously discussed on this agenda.)**

**K. ADJOURNMENT**

Pursuant to Florida Statutes § 286.0105, if any person or entity decides to appeal any decision made on any matter considered at any meeting or hearing of any Redington Shores Board or Commission, he, she or it will need a record of the proceedings and, for such purpose, he, she or it may need to ensure that a verbatim record of the proceedings is made, which record includes the legal arguments, testimony, and evidence upon which the appeal is to be based.

# **ITEM E.2.**



# City of Seminole Fire Rescue

*Achieving Service Through Dedication*



Mike McGlothlin  
Town Administrator  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, FL 33708

December 5th, 2024

Dear Town Administrator McGlothlin,

Attached are the lists of Fire and Emergency Medical Service (EMS) responses to your Town for the month of November 2024.

The report is self-explanatory with the exception of the type of Fire or Medical call referred to as “code”. Only the codes which are reflected in this month’s summary report are listed below.

---

There were Ten (10) **Emergency Fire** responses for this time period with an average response time of 6:18 minutes.

Code F52	Code for Fire Incident	Fire Alarm
Code FIS	Elevator Rescue	
Code FI	Outside Fire (Outside)	
Code FS	Citizen Assist (Fire)	

---

- There were Eighteen (18) **Emergency EMS** responses for this time period with an average response time of 6:19 minutes.

Code ME	Code for Medical Incident
---------	---------------------------

---

Should you have any questions regarding this report, please feel free to contact me at (727) 393-8711 ext. 217.

Sincerely,  
*William Schobel*  
Fire Chief

Prior Calls Search Results... 28 Calls Found- WorkID: 0858311

Avg. Response: 00:06:18 -- Avg. Turnout: 00:01:00 -- Avg. ALS Response: 00:06:19 -- Avg. BLS Response: 00:06:22 -- Avg. Involved: 00:40:43

Criteria Used

Date Range Searched: 11/01/2024 to 12/01/2024

Municipality: REDINGTON SHORES

Incident	Date	Location	Code	Nature
4191930	11/02/2024 11:26:54		ME	32M-MEDICAL ALARM
4192399	11/03/2024 06:08:58		ME	26-SICK PERSON
4192564	11/03/2024 12:16:34		RI	77-MOTOR VEHICLE COLLISION
4194326	11/06/2024 13:50:07		FI	67F-OUTSIDE FIRE (ENGINE)
4194356	11/06/2024 14:34:29		F52	52-FIRE ALARM
4194622	11/07/2024 00:26:41		ME	10-CHEST PAINS
4195310	11/08/2024 09:01:38		ME	32M-MEDICAL ALARM
4195921	11/09/2024 08:15:01		ME	28-STROKE (CVA)
4196206	11/09/2024 18:07:53		ME	31-UNCONSCIOUS / FAINTING (NEAR)
4197428	11/11/2024 22:03:35		ME	17-FALLS
4197486	11/12/2024 01:40:34		ME	17-FALLS
4198323	11/13/2024 12:54:41		FIS	56-ELEVATOR (ESCALATOR) RESCUE
4198862	11/14/2024 11:37:01		F52	52-FIRE ALARM
4199843	11/16/2024 06:45:10		ME	32P-PERSON DOWN
4200056	11/16/2024 14:51:18		ME	21L-LACERATION
4201628	11/19/2024 14:53:49		F52	52-FIRE ALARM
4202405	11/20/2024 20:56:16		ME	17-FALLS
4202918	11/21/2024 18:50:13		ME	17-FALLS
4203200	11/22/2024 11:02:11		ME	17-FALLS
4203807	11/23/2024 11:41:27		ME	21H-HEMORRHAGE
4206085	11/27/2024 14:08:19		ME	26-SICK PERSON
4206378	11/28/2024 01:09:55		FS	53F-CITIZEN ASSIST (FIRE)
4206770	11/28/2024 20:56:30		F52	52-FIRE ALARM
4206835	11/29/2024 00:21:03		F52	52-FIRE ALARM
4206855	11/29/2024 01:58:15		ME	26-SICK PERSON
4207023	11/29/2024 11:06:21		F52	52-FIRE ALARM
4207805	11/30/2024 20:53:45		ME	17-FALLS
4208113	12/01/2024 13:41:15		ME	31-UNCONSCIOUS / FAINTING (NEAR)

**ITEM G.1.**

**RESOLUTION 13-24**

**A RESOLUTION OF THE TOWN OF REDINGTON SHORES, FLORIDA, ESTABLISHING A REDUCED FEE FOR VARIANCE APPLICATIONS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, § 90-127 of the Town Code authorizes property owners to apply for a variance from the requirements of the Land Development Code upon proof of the criteria set forth in that section; and

**WHEREAS**, the Town Commission has historically provided for a variance application fee to defray the Town’s costs of processing the application, including Town staff review, legal assistance, and special magistrate costs; and

**WHEREAS**, the Commission has periodically revised the variance application fee, including by Resolution 07-10, Resolution 10-17, and most recently Resolution 09-19; and

**WHEREAS**, Florida Statutes § 166.221 provides that a municipality may levy reasonable regulatory fees which are commensurate with the cost of the regulatory activity for which the fee is related to; and

**WHEREAS**, the Commission has considered the historical records of the Town related to past fee resolutions, and has received input from the Town Administrator related to general costs associated with processing variance cases, although for 2024 there have been no applications; and

**WHEREAS**, given the lack of historical records related to variance application processing costs, and the Commission’s desire to ensure its application fee is not overstated, the Commission finds that it is in the Town’s best interest to adopt a reduced variance application fee as provided herein.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Town of Redington Shores, Florida, that:

**Section 1:** The fee for a property owner to apply for a variance shall be \$750, which fee shall become effective on Monday, December 16<sup>th</sup> 2024.

**Section 2:** The Town Administrator is directed to track the identifiable costs to the Town in administering the variance program, and to report back to the Commission during the Fiscal Year 2025/26 budget development process if the data supports either increasing or decreasing the fee established herein.

**BE IT FURTHER RESOLVED** that Resolutions 07-10, 10-17, and 09-19 are hereby repealed in their entirety.

**BE IT FURTHER RESOLVED** that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Board of Commissioners would have adopted the Resolution even absent the invalid part.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon adoption.

**DULY ADOPTED** with a quorum present and voting this 11<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Lisa Hendrickson, Mayor

**Attest:**

\_\_\_\_\_  
Margaret Carey, Town Clerk

**ITEM G.2.**





Town of  
**Redington Shores**  
*Nature's Beach*

Date: December 11, 2024  
To: Board of Commissioners  
From: Mike McGlothlin, Town Administrator  
Re: Ordinance No. 2024-06

With the assistance of Town Attorney Robert Eschenfelder, please find attached Ordinance No. 2024-06 which repeals Section 90-120 of the Town Code (Related to Land Dedication) as this assessment is no longer necessary given the Town's size and current park and environmental lands.

**ORDINANCE NO. 2024-06**

**AN ORDINANCE OF THE TOWN OF REDINGTON SHORES, FLORIDA, REPEALING § 90-120 OF THE TOWN CODE (RELATED TO LAND DEDICATION); MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, § 90-120 of the Town Code currently provides for new development in the Town to provide for land dedication for public use or financial contribution in lieu thereof; and

**WHEREAS**, the Town Commission finds that this assessment is no longer necessary given the Town's size and current park and environmental lands; and

**WHEREAS**, the Commission finds that is in the best interest of the Town, its residents, and property owners, to approve the provisions set forth in this Ordinance.

**NOW, THEREFORE BE IT ORDAINED** by the Board of Commissioners of the Town of Redington Shores, Florida, that:

**Section 1.** Section 90-120 (Land dedication for public use; cash contribution in lieu thereof) of the Redington Shores Town Code is hereby repealed in its entirety.

**Section 2.** Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Town prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Town's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

**Section 3.** For purposes of codification of any existing section of the Redington Shores Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

**Section 4.** If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

**Section 5.** The Codifier shall codify the substantive amendments to the Redington Shores Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

**Section 6.** Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

**ADOPTED ON FIRST READING** on the 11<sup>th</sup> day of December, 2024, by the Board of Commissioners of the Town of Redington Shores, Florida.

**ADOPTED ON SECOND AND FINAL READING** on the 8<sup>th</sup> day of January, 2025, by the Board of Commissioners of the Town of Redington Shores, Florida.

**Attest:**

\_\_\_\_\_  
Lisa Hendrickson, Mayor Commissioner

\_\_\_\_\_  
Margaret Carey, Town Clerk

# **ITEM G.3.**

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY  
AND  
THE TOWN OF REDINGTON SHORES FOR  
SUBSTANTIAL DAMAGE INSPECTIONS AND ASSESSMENT DATA ENTRY

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by Pinellas County, a political subdivision of the State of Florida (the "County"), and the Town of Redington Shores, a municipal corporation of the State of Florida, (the "City/Town"), collectively the "Parties."

WITNESSETH:

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," which "permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities";

WHEREAS, in light of Hurricanes Helene and Milton, the County and City/Town each require assistance with substantial damage inspections, data entry into the FEMA Substantial Damage Estimator (SDE), and weekly SDE reports (the "Service").

WHEREAS, to assist the Parties, the Florida Division of Emergency Management (FDEM) has directed one or more of its contractors (the "Contractor") to perform the Service requested by the Parties;

WHEREAS, in performing requested work, the Contractor will complete the Service consistent with Federal Emergency Management Agency Guidance, including but not limited to inspections and data analysis;

WHEREAS, neither Party owes the other Party, the Contractor, or FDEM, any funds under this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Performance of Services:

The City/Town may submit requests for Service to the Contractor for any number of structures at any time.

The County is under no obligation to ensure that the Contractor performs any request. Likewise, the County is not responsible or liable for any of the Contractor's work in performing any request or the result thereof.

All communications between the County and the City/Town required under this Section 1 must be provided pursuant to Section 3 below.

2. Agreement Term:

In accordance with Section 163.01(11), Florida Statutes, after this Agreement has been executed by both Parties, the County will file this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida; this Agreement will take effect upon the date of such filing. This Agreement does not expire but can be terminated by either Party for any reason at any time upon fifteen days' notice to the other Party.

3. Notice:

Except as expressly provided herein, all notices and other communications required under this Agreement must be delivered by e-mail to the following persons:

City/Town  
Mike McGlothlin  
Town Administrator  
[Townadmin@redshoresfl.com](mailto:Townadmin@redshoresfl.com)

County  
Lisa Foster  
Floodplain Administrator  
[lfoster@pinellas.gov](mailto:lfoster@pinellas.gov)

Either Party may designate a replacement person or e-mail address at any time.

4. Payment:

Pinellas County requested assistance from FDEM for substantial damage inspections and data entry into the FEMA Substantial Damage Estimator (SDE) for substantial damage determinations.

FDEM shall pay the Contractor for the Service performed under this Agreement on a reimbursement basis from FEMA under 1206.

The Contractor shall invoice the FDEM ("Invoice(s)") for Service performed under this Agreement. The amount of an Invoice shall be based upon the work done by the Contractor.

In the event FDEM does not cover the costs of the services herein, the City/Town will receive notice from the County concerning the amount due for services rendered by the Contractor, and City/Town will be obligated to pay for services performed on their behalf in those instances.

5. Records:

The City/Town will retain all records related to this Agreement for at least five calendar years following this Agreement's termination date. Further, at the County's request, the City/Town will promptly provide any such records and permit inspection of same. If the records cannot practically be e-mailed, the County will specify another means of record delivery that the City/Town must honor. This Section 5 survives Agreement termination.

6. Indemnification and Non-Agency Relationship:

Each Party is liable for its own negligence under this Agreement. Nothing herein is a waiver of either Party's sovereign immunity or the limitations in Section 768.28, Florida Statutes. Further, nothing herein authorizes any third party lawsuit (including by FDEM or the Contractor).

7. Modification of Agreement:

This Agreement represents the entire agreement between the Parties and may only be modified by mutual written amendment.

8. Assignment:

This Agreement may not be assigned by either Party.

9. Governing Law:

This Agreement is governed by the laws of the State of Florida.

10. Severability:

If any provision of this Agreement is found to be invalid by a court of law, the remainder of this Agreement will remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates below.

PINELLAS COUNTY, FLORIDA

CITY/TOWN

\_\_\_\_\_  
Barry A. Burton, County Administrator

LISA Hendrickson  
~~Lisa Hendrickson~~, Mayor  
[Print Name and Title]

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

Date: 10/29/24

**ITEM G.4.**





VULNERABILITY ASSESSMENT FOR MUNICIPALITIES  
MEMORANDUM OF UNDERSTANDING

**This is not a legally binding agreement.**

This memorandum outlines the understanding between the Pinellas County Public Works Department and the designated municipality regarding the completion of the Florida State required Vulnerability Assessment.

**I. Scope of Work**

Pinellas County received a grant from Florida Department Environmental Protection (FDEP) to undertake and complete the Vulnerability Assessment for municipalities in accordance with the guidelines and requirements set forth by the Florida State statute, s. 380.093, F.S. Pinellas County has hired a consultant to perform these studies.

**II. Responsibilities of Pinellas County Public Works Department (PCPWD):**

- A. Will coordinate with the consultant to conduct the Vulnerability Assessment for the selected municipality.
- B. Coordinate with the consultant to provide all required deliverables, as specified in the Resilient Florida Pinellas grant work plan (22PLN94) agreement are accurately and promptly prepared and submitted.
- C. Facilitate communication with the consultant and relevant stakeholders and address any inquiries or concerns raised during the assessment process.
- D. Work with the consultant and stakeholders to establish a project schedule and timelines that ensure the project is completed in accordance with the with state approved workplan.

**III. Responsibilities of Selected Municipality:**

- A. Provide necessary information/data and cooperate with PCPWD and its consultant(s) for the successful completion of the Vulnerability Assessment in accordance with II.B and D.
- B. Clean up, compile and provide all required data, including geographic information systems (GIS) data to PCPWD and its consultant(s) in accordance with II.B and D.
- C. Review and validate data, methodologies, technical memos, assessment findings and reports in accordance with II.B and D.
- D. Complete requirements communicated by PCPWD in connection with the state approved workplan.

**IV. Deliverables:**

PCPWD will submit all required deliverables as described in the Resilient Florida grant work plan (22PLN94) to the Florida State authorities on behalf of

the selected municipality. The grant agreement (22PLN94) outlines the scope of work for each task associated with the deliverables to be provided.

**V. Timeline**

The Vulnerability Assessment is expected to be completed by September 30, 2026. PCPWD will ensure timely submission of deliverables to the State and request an extension 90 days prior to the planned due date per the State's process, if necessary.

**VI. Review and Amendments**

This Memorandum of Understanding may be subject to review and amendments if deemed necessary by mutual consent of the parties involved.

**This is not a legally binding agreement.**

By signing below, the parties acknowledge their agreement to the terms outlined in this memorandum.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelli Hammer Levy  
DIRECTOR, PUBLIC WORKS DEPARTMENT

VULNERABILITY ASSESSMENT FOR MUNICIPALITIES  
MEMORANDUM OF UNDERSTANDING

**This is not a legally binding agreement.**

This memorandum outlines the understanding between Pinellas County Public Works Department and the designated municipality regarding the completion of the Florida State required Vulnerability Assessment.

By signing below, the parties acknowledge their agreement to the terms outlined in this memorandum.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME PRINT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
MUNICIPALITY

**EXHIBIT A**

**TASK ORDER  
SCOPE OF SERVICES (DRAFT)**

**PROFESSIONAL ENGINEERING SERVICES  
Contract No.: 190-0457-CN (SS)**

**Professional Engineering Services for the  
Collaborative Communities Vulnerability Assessment – Nine (9) Coastal Communities  
PID#005708A**

**Prepared for:**

**Pinellas County Public Works  
Capital Improvements Division  
14 S. Ft. Harrison Ave., 5<sup>th</sup> Floor  
Clearwater, FL 33756**

**Prepared by:**

**HDR Engineering, Inc.  
4830 W Kennedy Blvd, Suite 400  
Tampa, FL 33609**

**August 23, 2024**

## Table of Contents

I.	Project Title .....	3
II.	Objective .....	3
III.	Project Description .....	3
IV.	Project Scope of Work .....	3
	Task 0 Identify Vulnerability Assessment Data Standards .....	4
	Task 1 Stakeholder Engagement and Public Outreach .....	4
	Task 2 Acquire Background Data and Prepare Metadata .....	8
	Task 3 Exposure Analysis .....	10
	Task 4 Sensitivity Analysis .....	11
	Task 5 Final Vulnerability Assessment Reports, Maps, and Tables .....	12
	Task 6 Project Management & Progress Meetings .....	13
V.	Compensation .....	14

## **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**

This Exhibit is part of the agreement between Pinellas County (hereinafter referred to as “the COUNTY”), on behalf of the coastal communities and HDR Engineering, Inc. (hereinafter referred to as “the CONSULTANT”) relative to the improvements described as follows:

### **I. PROJECT TITLE**

Professional Engineering Services for the Vulnerability Assessment (VA): Collaborative Communities – Nine (9) Coastal Communities.

### **II. OBJECTIVE**

To collect, develop, digitize, and assimilate vulnerability assessment data and create a vulnerability assessment for each of nine (9) communities that leverages Pinellas County foundational Phase 1 and Phase 2 work to date and is compliant with Resilient Florida program requirements.

### **III. PROJECT DESCRIPTION**

Pinellas County (Grantee) will conduct separate FDEP Compliant VAs for 9 coastal communities within Pinellas County:

1. Belleair
2. Belleair Beach
3. Belleair Shore
4. Indian Rocks Beach
5. Indian Shores
6. Madeira Beach
7. North Redington Beach
8. Redington Beach
9. Redington Shores

The project will include exposure and sensitivity analyses for FDEP required flood scenarios. The Steering Committee, stakeholder engagement, and public outreach for this project will be developed as one project to engage a cross section of stakeholders and community members from each of the nine (9) coastal communities.

### **IV. PROJECT SCOPE OF WORK**

The scope of work is outlined in the following Tasks with all deliverables to be submitted electronically:

## **Task 0: Identify Vulnerability Assessment Data Standards**

County will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VAs based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of execution of the Notice to Proceed (NTP) for Consultant to begin work.

### **Deliverables**

- Email receipt acknowledging path forward for flood scenarios and planning horizons.

### **Assumptions**

- COUNTY will provide the proposed sea level rise scenarios and planning horizons.
- This is a no cost deliverable.

## **Task 1: Stakeholder Engagement and Public Outreach**

### **Kick Off Meeting**

There will be one kickoff meeting to include all the nine (9) coastal communities' members which will be known as "Coastal Project Review Team". After a notice-to-proceed is issued, County and the Consultant will conduct a kickoff meeting to discuss the project scope, goals, schedule, and deliverables.

### **Assemble Steering Committee**

There will be one steering committee, comprised of up to ten members to account for the nine communities to be represented. COUNTY will review and approve the steering committee list. CONSULTANT will send an email to the members with the request to confirm their acceptance or denial of their participation on the steering committee.

### **Conduct Steering Committee Meetings**

Up to four (4) Steering Committee Meetings will be held that will include all coastal communities to provide input at key milestones expected to be in advance of exposure and sensitivity analyses, during the draft review period, and before final public presentation.

### **Public Outreach Events and Meetings**

Consultant will support County with materials and staff, as needed for up to four events. This first meeting will be in conjunction with Public Outreach Meeting #2 conducted through 22PLN94. This task in 24PLN94 will consist of an evaluation and summarization of the feedback received during local outreach activity in the coastal communities. The purpose of the outreach activities is to invite input relevant to initial data collection, provide an understanding of methodologies for analyzing potential sea level rise impacts and/or flooding as well as guiding factors to consider and discuss critical assets important to the community.

### **Presentation of Results**

The CONSULTANT will engage the nine (9) coastal communities to present the results from the exposure analyses, sensitivity analyses, and draft VAs. The purpose of the second meeting or set of up to two outreach activities is to allow the public to provide community-specific input on the results of the analyses and assumptions used in the analysis for refinement. Additionally, the CONSULTANT will



establish guiding criteria and encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies.

#### Identify Focus Areas

CONSULTANT will identify up to three focus areas for coastal community based on the results of the second public outreach meeting and input from the steering committees. Based on the exposure and sensitivity analyses, focus areas may be assigned to locations or assets that are particularly vulnerable and require the development of adaptation strategies.

#### Final Public Presentation

CONSULTANT will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials for the coastal and non-coastal community groupings. The purpose of the presentation is to share the findings from the final VAs and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

#### Deliverables

##### Kick Off Meeting

- Kick-off meeting materials and notes, which document all decisions and agreed upon outcomes.
- A draft list of potential steering committee members.

##### Assemble Steering Committee

- Draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.
- List of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

##### Conduct Steering Committee Meetings

- Meeting agendas to include location, date, and time of steering committee meeting.
- Meeting sign-in sheets with attendee names and affiliation.
- A copy of the presentation(s) and any materials created for distribution at the meeting.
- A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, resources and data, relevant assets, and review of study deliverables for accuracy and applicability.

##### Public Outreach – Events and Meetings

- Outreach support materials for surveys, maps, flooding information and adaptation concepts.

- Attend meeting and events and any follow up, if needed (i.e., debrief, citizen follow up).

#### Presentation of Results

- Meeting agendas to include location, date, and time of meeting.
- Meeting sign-in sheets with attendee names and affiliation.
- A copy of the presentation(s) and any materials created for distribution at the meeting.
- A summary of attendee input and meeting outcomes.
- A copy of the file or weblink of the video or audio recording from the meeting, if applicable.

#### Identify Focus Areas

- One report for nine coastal communities summarizing the areas identified as focus areas with justification for choosing each area that may serve as an attachment to the individual VA on final deliverables.
- Tables listing each focus area with any critical assets that are contained inside the focus area.
- Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study.
- GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

#### Final Public Presentation

- Meeting agenda to include location, date, and time of meeting.
- Meeting sign-in sheets with attendee names and affiliation.
- A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable.
- A copy of the file or weblink of the video or audio recording from the meeting, if applicable.
- A summary report including attendee input and meeting outcomes.

#### Assumptions

##### Kick Off Meeting

- The kick-off meeting will be virtual or hybrid and be hosted by the COUNTY.
- Topics will include identification of potential representatives to serve on project steering committee.

##### Conduct Steering Committee Meetings

- COUNTY will review final list for one steering committee, comprised of the ten members to account for the nine communities to be represented.
- CONSULTANT will conduct up to four (4) Steering Committee Meetings that will include all coastal communities to provide input at key milestones expected to be in advance of exposure analysis and sensitivity analysis, during the draft review period, and before final public presentation.
- Assume two virtual and two in-person Steering Committee meetings at a no cost available venue.
- All final deliverables will be electronic MS Office, Adobe PDF, or similar electronic files.

##### Public Outreach Events and Meetings

- COUNTY will arrange virtual or in-person venue logistics.
- COUNTY Core Team will take lead on County PIO coordination, if needed.
- COUNTY will lead any surveys, videos, animations, and on demand recordings.
- CONSULTANT will provide technical input and collaborate with PIO on public surveys, videos, animations, and on-demand recording.
- COUNTY PIO must approve materials in advance for public meetings, if needed.
- CONSULTANT will develop meeting materials information sheets, maps, and boards, as well as activity design and facilitation.
- CONSULTANT will prepare, print, and supply all materials for stakeholder engagement.
- All final deliverables will be electronic MS Office, Adobe PDF, or similar electronic files.

#### Final Public Presentation

- COUNTY will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.
- COUNTY will arrange virtual or in-person venue logistics.
- COUNTY Core Team will take lead on County PIO coordination, if needed.
- COUNTY will lead any surveys, videos, animations, and on demand recordings.
- CONSULTANT will provide technical input and collaborate with PIO on public surveys, videos, animations, and on-demand recording, if applicable.
- COUNTY PIO must approve materials in advance for public meetings, if needed.
- CONSULTANT will develop meeting materials like agendas, notes, maps, and boards, as well as meeting flow and facilitation.
- CONSULTANT will prepare, print, and supply all materials for stakeholder engagement.
- All final deliverables will be electronic MS Office, Adobe PDF, or similar electronic files.

#### Identify Focus Areas

- Coastal Project Review Team will have one (1) review cycle of 14 days revisions will be rolled into Task 5 Draft VA Report deliverable.

#### Final Public Presentation

- COUNTY will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.
- COUNTY will arrange virtual or in-person venue logistics.
- COUNTY Core Team will take lead on County PIO coordination, if needed.
- COUNTY will lead any surveys, videos, animations, and on demand recordings.
- CONSULTANT will provide technical input and collaborate with PIO on public surveys, videos, animations, and on-demand recording, if applicable.
- COUNTY PIO must approve materials in advance for public meetings, if needed.
- CONSULTANT will develop meeting materials like agendas, notes, maps, and boards, as well as meeting flow and facilitation.
- CONSULTANT will prepare, print, and supply all materials for stakeholder engagement.

- All final deliverables will be electronic MS Office, Adobe PDF, or similar electronic files.

### **Task 2: Acquire Background Data and Prepare Metadata**

CONSULTANT will collect data available from the County and Coastal Communities, gather available geospatial data from open-source databases, and create new data through digitization, spatial analysis, or field collection representative of the required critical infrastructure from the nine (9) coastal communities. Vulnerability Assessment, based on the requirements as defined in Section 380.093 of the Florida Statutes and the Resilient Florida Planning Grants Geographic Information Systems (GIS) Data Standards as the statutes read at the time of execution of the County's FY24 grant agreement or as otherwise agreed upon in writing between Pinellas County and FDEP. This task will include creation, acquisition, assembly, review, and evaluation of existing datasets by staff from select technical disciplines and include senior-level GIS quality control.

Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in paragraph 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Sea level rise projection data shall include National Oceanic and Atmospheric Administration (NOAA) scenario projections as outlined in Florida Statute 380.093 as it reads at the time of execution of the County FY 24 grant agreement or as otherwise agreed upon in writing between Pinellas County and FDEP. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event.

The Consultant shall identify data accuracy (spatial and/or attributes and/or multiple data sources) issues that may limit the VA's extent or reduce the accuracy of the results, actions taken to rectify, and recommended actions for continuous improvement.

### **Deliverables**

- The CONSULTANT will draft one technical report for the nine (9) coastal communities to include data received and created to date, summary of data gaps, and recommended actions to rectify issues to the extent practicable with available funding.
- The CONSULTANT will provide ArcGIS online (AGOL) mapping with locations and owner information for critical and regionally significant assets that are classified and as defined in paragraph 380.093(2)(a) 1-4, F.S.
- A final file geodatabase (GDB) with required metadata and attributes as defined in Resilient Florida Planning Grants Geographic Information Systems (GIS) Data Standards.

### **Assumptions**

- CONSULTANT will coordinate directly with the nine (9) coastal communities to acquire existing GIS data for the critical infrastructure GDB.
- CONSULTANT shall digitize up to 100 non-utility assets such as buildings, facilities, and parking lots, or key point features like large outfalls or pump stations using desktop analysis and up to 10 new assets in the field if needed (total for nine coastal communities).
- CONSULTANT will not digitize utility features such as conveyance pipe or transmission networks,

manholes, or stormwater discharge points.

- CONSULTANT will fill in attribute gaps for coastal communities with publicly available data.
- CONSULTANT will develop metadata according to FDEP standards.
- COUNTY will assist in data acquisition and development as-needed.
- COUNTY may assist with field acquisition of data points.
- CONSULTANT will finalize attributes to the extent practicable with available information to align with County methods and according to FDEP standards.
- CONSULTANT will attribute coastal communities data with ground elevation using the 2017 DEM where that information is missing.
  - The method of attribution will depend on the GIS layer geometry (linear, point or polygon) and if the polygon geometry represents a building outline.
- The CONSULTANT will work with County and/or coastal community subject matter experts to verify which GIS layer is the most accurate for use in the vulnerability analysis. However, CONSULTANT is not the data owner and does not have the resources within this scope to reconcile attributes and duplicates from multiple data owners.
- During the data discovery phase, the CONSULTANT may recommend GIS data corrections related to topology, attribute data gaps, wrong attributes, and inaccurate spatial locations. Recommendations will be filtered to what is possible within the scope and budget with a focus on understanding the vulnerability results but based on initial Phase 2 GDB. All duplicate and/or non-essential GIS layers and assets that are not critical are expected to continue within the GIS files.
- CONSULTANT will develop and utilize Esri AGOL so that municipal data available will be viewable to County and Municipal staff, not the public, during in progress work.

#### **Optional Task 2a: Field Verify Select Asset Information**

CONSULTANT may field verify 15 - 25 assets depending on level of effort required. Assets such as bridges on evacuation or other key access routes, water utility back up generation, or similar single feature assets (not pipes with outfall, valves, etc.) Task would include AGOL /Field Map creation for review of the assets GIS, photo documentation and data collection.

#### **Optional Task 2b: Digitize Utility Features – Desktop Approach**

CONSULTANT will develop approach and digitize publicly/government-owned above ground utility assets using available maps with utility attributes on the maps or by using other assumptions that can be accomplished with desktop tools. Up to forty (40) hours total for all communities is assumed for this task.

### **Task 3: Exposure Analysis**

CONSULTANT will use the compiled data from Task 2 and the existing COUNTY sea level rise and 100 and 500 year storm surge scenarios for two planning horizons to identify the water elevation and flood depth caused by each scenario and illustrate the spatial extent of flooding using RESILIENT FLORIDA PLANNING GRANT standards outlined in s. 380.093, F.S. as it reads at the time of execution of the COUNTY FY24 grant agreement or as otherwise agreed upon in writing between Pinellas County and FDEP. Results for each flood scenario will have high level tabular summaries for the four critical asset classes:

- Transportation infrastructure
- Critical infrastructure
- Critical community and emergency facilities
- Natural, cultural, and historical resources

### **Deliverables**

- All deliverables listed below will be provided separately for each of the 9 coastal communities.
- Hybrid or Virtual Review Session with COUNTY staff and Coastal Communities Steering Committee for GIS flood and asset data review.
- Draft AGOL mapping of exposure results that can be published (not flagged for security).
- Esri GDB (interim) as County and grant workplan deliverable.
- Coastal Communities Steering Committee work session materials and meeting notes.
- Draft VA Report for each of the 9 coastal communities that provides data summary, methods, and exposure analysis including water elevation and flood depth results for assets required by FDEP.
- QA/QC documentation for map preparation, analysis, and draft VA report.

### **Assumptions:**

- COUNTY and Coastal Project Review Team will identify secure facilities that cannot be published.
- COUNTY storm surge data is the 100-year return period (1% annual chance) flood event and 500-year return period (0.2% annual chance).
- CONSULTANT will conduct exposure analysis to include water elevations and flood depths.
- CONSULTANT will use centerlines to populate asset elevation values for roadway data.
- CONSULTANT will develop interactive mapping (AGOL, web-based) for analyses and coordination with staff but will not develop publicly available web-based mapping.
- COUNTY will use exposure analysis results and relevant GIS files, reviewed for security, for web-based mapping for public use (if published).
- CONSULTANT level of effort based on generation of tabular exports of exposure analysis by asset type for up to fifteen (15) scenarios and access to the non-public AGOL map viewer for local government staff and in progress work
- CONSULTANT will develop maps that represent up to fifteen (15) scenarios for four (4) asset classes anticipated to be no more than thirty (30) maps per community for draft and final reports.
- Coastal Project Review Team will have one (1) review cycle of 14 days for this Exposure Section of the Draft VA Report, and revisions will be rolled into Task 5 Draft VA Report deliverable.
- County will assist in reviews and add review cycle time accordingly as needed.

### **Optional Task 3a Additional Scenarios including Groundwater and Precipitation Data**

If an existing surface water hydrologic and hydraulic model is available, CONSULTANT will modify boundary conditions as-needed to include available groundwater and precipitation data that will allow for compound flood events. It is anticipated that the results of model improvements will be mosaicked with other hazard data for use in the exposure analysis. Results of these compound flooding events would be digitized in GIS and included as new forms of hazard data to be utilized in the exposure analysis. Instabilities or previous errors within the model are not expected to be addressed within this task.

#### **Task 4: Sensitivity Analysis**

Perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis will include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of inundated assets. Work in Task 4 to include:

- Develop an Excel database to score and rank critical/infrastructure assets according to sensitivity and include available Business Risk Exposure (BRE) scores developed by County, if available, for comparison and potential incorporation into sensitivity analysis.
- The sensitivity analysis will apply weighted factors to the asset type and class with coastal communities' Steering Committee.

#### **Deliverables**

- All deliverables listed below will be provided separately for each of the 9 coastal communities.
- Draft VA Report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards.
- An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.
- Esri GDB (interim) as County and grant workplan deliverable.
- QA/QC documentation for calculations and Draft VA Report.

#### **Assumptions**

- CONSULTANT, with input from Coastal Communities, will initially develop up to ten (10) sensitivity criteria to be uniform across the nine (9) Coastal Communities based on unincorporated County.
- CONSULTANT will collaborate with each community to tailor up to two of the ten sensitivity criteria if requested or appropriate to each community's infrastructure and exposure results.
- Coastal Project Review Team will have (1) review cycle of 14 days for draft VA review.
- CONSULTANT will coordinate reviews with Coastal Communities.
- County will assist in reviews and add review cycle time accordingly as needed.

### **Task 5: Final Vulnerability Assessment Reports, Maps, and Tables**

Finalize nine (9) VA reports pursuant to the requirements in s. 380.093, F.S. The final VA must include results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset.

#### **Deliverables**

- All deliverables listed below will be provided separately for each of the 9 coastal communities.
- Draft VA Reports.
- Final VA Reports that provide details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S..
- Final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and will identify which flood scenario(s) impacts each asset.
- ArcGIS Pro project file(s) for figures, GIS files (fGDB) and metadata according to FDEP standards with results of the exposure and sensitivity analysis for each flood scenario for each community delivered to the COUNTY and to each community (for their files if they do not have mapping capabilities).
- Signed FDEP Resilient Florida Grant Program Vulnerability Assessment Compliance Checklist Certification for each community.
- QA/QC documentation for report including lists and for GIS file deliverables.

#### **Assumptions**

- CONSULTANT will provide graphic design for draft and final reports (up to 12 hours average per community or 108 hours).
- The nine coastal communities completed Peril of Flood Compliance Plan amendments that address paragraph 163.3178(2)(f), F.S. through a previous Comprehensive Plan Amendment, as verified by FDEP on 12/07/2023
- Coastal Project Review Team will have one (1) review cycle of 21 days for each draft VA report.
- CONSULTANT will coordinate directly with the steering committee and their project team to collect feedback on the nine draft VA reports.
- Coastal Project Review Team will have one (1) review cycle over 21 days to confirm that Final VA Reports addressed all review comments from draft VA report reviews.
- County will assist in reviews of draft and final VAs and add review cycle time accordingly as needed.
- COUNTY is submitting checklist and supporting documentation to FDEP.



**Task 6: Project Management & Progress Meetings**

To support the management of this scope of work and the services associated with it, CONSULTANT will provide project management services, which include administrative activities such as:

- Internal CONSULTANT weekly production meetings to coordinate project deliverables.
- Monthly invoices with supporting progress narratives (up to 20 invoices).
- Other meetings as requested by the COUNTY (up to 8 meetings).

The CONSULTANT will provide contract maintenance on a monthly basis, including monthly progress memos and updated schedules, both to be included with the invoices. The CONSULTANT shall pre-submit invoices to the COUNTY Project Manager prior to an official monthly submittal.

The CONSULTANT shall commence professional services upon written receipt of Notice to Proceed (NTP) from the COUNTY. The estimated time necessary to deliver this project is approximately 570 days. The schedule assumes a twenty-one (21) calendar day turnaround for the COUNTY and Coastal Project Review Team to review deliverables with the exceptions noted in Tasks 3 and 4.

If the CONSULTANT misses a project milestone or provides a deliverable late, the CONSULTANT will provide a recovery strategy (via email) to get the project back on schedule (at no additional cost to the COUNTY).

The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

**Deliverables (to be included with each invoice)**

- Project schedule within 30 calendar days of receipt of the NTP
- Monthly progress memos
- Monthly updated project schedule
- Any meeting minutes for each month
- Recovery strategy, as necessary
- Letter accompanying the final invoice, as described above

**Assumptions**

- CONSULTANT will schedule monthly progress meetings, up to two per month to include all nine communities to include up to three (3) consultant staff.
- COUNTY will provide written approvals via email to CONSULTANT for use of revised or updated data standards, flood scenario-related data, topographic data, and Florida Statue 380.093 if listed differently than in this scope of work.

**V. COMPENSATION**

Compensation for the Tasks described in Section IV PROJECT SCOPE OF WORK will be on a lump sum basis, and is as follows:

**Table 1. Cost Estimate**

<b>Task #</b>	<b>Task Title</b>	<b>Estimate</b>
Task 0	Identify Vulnerability Assessment Data Standards	\$ 0
Task 1	Stakeholder Engagement and Public Outreach	\$82,041
Task 2	Acquire Background Data and Prepare Metadata (includes Optional Tasks \$16,396)	\$105,532
Task 3	Exposure Analysis (includes Optional Task \$18,297)	\$53,867
Task 4	Sensitivity Analysis	\$54,567
Task 5	Final Vulnerability Assessment Reports, Maps, and Tables	\$197,234
Task 6	Project Management & Progress Meetings	Captured in Tasks 1-5 above
<b>Total</b>		<b>\$493,241.00</b>

The fees for Tasks 1 through 6 are based on the classifications and rates established in the Agreement #190-0457-CN (SS) for Professional Engineering Services, Exhibit A Schedule of Rate Values, PDF Page 16.

**VI. SCHEDULE**

Total project duration estimated at 18 months from receipt of NTP. CONSULTANT to provide detailed schedule within 30 days of NTP.

**AMENDMENT NO. 1  
TO AGREEMENT NO. 22PLN94  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
PINELLAS COUNTY**

This Amendment to Agreement No. 22PLN94 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Pinellas County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Pinellas County Vulnerability Assessment Phase 2 (Project), effective November 17, 2022; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "Pinellas County Vulnerability Assessment Phase 2" to "Pinellas County Comprehensive Vulnerability Assessment Including Some Municipalities" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22PLN94; and,

WHEREAS, \$1,353,000.00 in additional funding for this Project is provided under Line Item #1820 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$2,053,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1820 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the tasks in the Project; and,

WHEREAS, the Department has requested an update to the Reimbursement Period in Attachment 2 to begin on July 1, 2021 and end at the expiration of the Agreement; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the parties have agreed to update the scope of work to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit F, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3 of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,053,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 21-22 GAA Line Item #1707A	\$700,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 23-24 GAA Line Item #1820	\$1,353,000.00
	<input type="checkbox"/> Grantee Match		
<b>Total Amount of Funding + Grantee Match, if any:</b>			\$2,053,000.00

3. Section 6. of the Standard Grant Agreement is hereby revised to the following:

<b>Department's Grant Manager</b>	
Name:	George Begley
Address:	Resilient Florida Program 3900 Commonwealth Boulevard, MS 230 Tallahassee, Florida 32399
Phone:	850-245-8020
Email:	George.Begley@FloridaDEP.gov

4. Section 7. of the Standard Grant Agreement is hereby revised to the following.

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist

5. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
6. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
7. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
8. Attachment 4, Public Records Requirements is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 4, shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

9. Attachment 5, Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
10. Attachment 6, Resilient Florida Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Resilient Florida Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Resilient Florida Program Specific Requirements.
11. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
12. Exhibit F, Final Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Report.
13. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
14. Exhibit I, Vulnerability Assessment Compliance Checklist, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I, shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist.
15. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

PINELLAS COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Secretary or Designee

Charlie Justice, Authorized Representative  
Print Name and Title

Alex Reed, Director  
Print Name and Title

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

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

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

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (8 pages)
Attachment	4-A	Revised Public records requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Resilient Florida Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form Link (1 page)
Exhibit	F-1	Revised Final Report (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Checklist (1 pages)

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REVISED STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1-A**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department



does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where**

**there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized



Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

#### **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Special Terms and Conditions  
AGREEMENT NO. 22PLN94**

**ATTACHMENT 2-A**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Pinellas County Comprehensive Vulnerability Assessment Including Some Municipalities. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## 8. Insurance Requirements

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

No retainage is required under this Agreement.

## 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## 12. State-owned Land.

The work will not be performed on State-owned land.

## 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REVISED GRANT WORK PLAN  
AGREEMENT NO. 22PLN94**

**ATTACHMENT 3-A**

**PROJECT TITLE:** Pinellas County Comprehensive Vulnerability Assessment Including Some Municipalities.

**PROJECT LOCATION:** The Project is located in Pinellas County, Florida.

**PROJECT DESCRIPTION:**

Pinellas County (Grantee) will conduct the Pinellas County Comprehensive Vulnerability Assessment Including Some Municipalities Project (Project) to update the existing Vulnerability Assessment (VA) to be in compliance with the requirements in Section 380.093, Florida Statutes (F.S.), and develop an Adaptation Plan (AP) for County-owned/controlled assets. The Project will update flood risk modeling, project and map additional hazards, expand the previously completed exposure analysis to include additional public and private assets, study impacts to infrastructure, identify fiscal risks, and identify policy and regulatory actions to assist in updating the County's comprehensive plan. In addition to producing the VA and AP for unincorporated Pinellas County, the Project will also produce VAs and APs for 10 additional municipalities within Pinellas County.

The Project will be broken into three community groups identified below (Unincorporated Pinellas County, Coastal Communities, and Pinellas Park) for execution. The deliverables for tasks 0, 1 and 2 will be provided for each of the three community groups. The deliverables for tasks 3, 4, 5, and 6 will be provided for each of the eleven (11) individual communities.

- 1. Unincorporated Pinellas County**
- 2. Coastal Communities:**
  1. Belleair
  2. Belleair Beach
  3. Belleair Shore
  4. Indian Rocks Beach
  5. Indian Shores
  6. Madeira Beach
  7. North Redington Beach
  8. Redington Beach
  9. Redington Shores
- 3. Pinellas Park**

**TASKS AND DELIVERABLES:**

**Task 0: Identify VA Data Standards**

**Description:** The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VAs based on the requirements as defined in Section 380.093, F.S.

**Deliverables:** The Grantee will provide the following:

**0.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. This is a no cost deliverable.



**Task 1: Stakeholder Engagement, Public Outreach Meetings, and Presentations**

**Description:** The Grantee will conduct three separate kickoff meetings for the Project; one meeting will be held for each of the community groups identified within the Project Description. The Grantee will also coordinate three separate steering committees for the Project; one committee will be assembled for each of the community groups identified within the Project Description. The separate steering committees will account for the differences in government officials and staff to be represented, although some of the external stakeholders may overlap between the committees.

Kickoff Meeting and Steering Committee: The Grantee will coordinate internally and with the 10 municipalities listed in the Project Description to identify appropriate steering committee members for each of the three committees. After a notice-to-proceed is issued for each of the three community groups, the Grantee will conduct a kickoff meeting with the steering committee to meet to develop an overall project management plan and to address initial actions. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meetings will be hosted by the Grantee and should confirm the steering committee representatives, including any additional internal or external stakeholders. The Grantee will prepare the list of representatives to serve on each project steering committee. These committees will include both internal and external stakeholders, representing various disciplines necessary for the production and QA/QC of the project.

Public Outreach Events and Meetings: The Grantee will conduct at least four public outreach meetings and/or events during the project. The purpose of the meetings is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. One joint workshop will be held to gather initial feedback from all three community groups. Following that, County staff and its consultant will attend multiple public events, such as hurricane expos, environmental festivals, and other community events throughout the area of the three community groups to collect input on assets to be included and community priorities utilizing a specialized survey. Lastly, three public meetings (one for each community groups) will be held after the exposure and sensitivity analysis to present the draft VA reports and obtain feedback for finalization and adaptation planning.

Final Public Presentations: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. This will entail conducting a presentation separately for the County, coastal community group, and Pinellas Park, to ensure the findings are accurately relayed to the appropriate audiences. The purpose of the presentations is to share the findings from the final VAs and provide recommendations of actions for adaptation strategies and future project funding. The presentations will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

**Below is a summary of the planned stakeholder outreach and engagement efforts and public presentations:**

<b>Engagement</b>	<b>Frequency</b>	<b>Attendees</b>	<b>Purpose or Comments</b>
-------------------	------------------	------------------	----------------------------

Kick off Meetings	3 meetings (1 for each community group)	Steering Committee members for each community group	Discuss project scope; confirm steering committee; plan for next steps
Steering Committee Meetings	Conducted as needed for each community group	Steering Committee members for each community group	Review draft materials, assist in identifying geographic context, assist in identifying available data and resources, identify relevant assets, review project findings
Public Outreach Meetings: Meeting #1	1 public workshop for the entire Project and all 3 community groups	Public	Initial workshop open to the public and advertised to the entire County. Meeting was hosted at TBRPC and held in January 2023.
Public Outreach Events:	Attending at least two public/community events	Public	Allow public to provide input during initial data collection, preferred methodologies, and for analyzing potential SLR impacts and/or flooding and critical assets important to the community. Host a table at multiple community events, such as hurricane expos, environmental festivals, and other public places and gather survey responses.
Public Outreach Meetings: Meeting #2	3 meetings (1 for each community group)	Public	Present the analysis results and draft VA, encouraging public to prioritize focus areas of flooding, and the critical assets in preparation for adaptation planning.
Final Public Presentations	3 meetings (1 for each community group)	Local governing boards; elected officials; public	Share results from the final VA and provide recommendations of actions for adaptation strategies and future project funding.

**Deliverables:**

The Grantee will provide the following for each of the three kick off meetings:

- **1.1:** A draft list of steering committee members;
- **1.2:** Kick-off meeting materials and minutes, which document all decisions and agreed upon outcomes of the meeting; and
- **1.3:** A draft email to potential steering committee members to request their participation on the committee.

The Grantee will provide the following for the public outreach events:

- **1.4:** A list of all outreach events attended, including descriptions, locations, dates, times, and the number of people reached;
- **1.5:** A copy of the associated materials, including the public survey, visuals, website language, etc. created for the public outreach events; and
- **1.6:** A summary report of the feedback received from the public outreach events, broken down by municipality.

The Grantee will provide the following for public outreach meeting #1:

- **1.7:** Meeting agendas to include location, date, and time of meeting;
- **1.8:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **1.9:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.10:** Meeting materials and minutes, which document all decisions and agreed upon outcomes of the meeting.

The Grantee will provide the following for each of the public outreach meetings #2 and the final public presentations:

- **1.11:** Meeting agendas to include location, date, and time of meeting;
- **1.12:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **1.13:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.14:** Meeting materials and minutes, which document all decisions and agreed upon outcomes of the meeting.

## **Task 2: Acquire Background Data and Prepare Metadata**

**Description:** The Grantee will research and compile the data and metadata needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in paragraph 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify and rectify necessary data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. This task includes the interpolation of the intermediate-high scenario from existing storm surge/tidal flooding data from Sea Level Rise and Storm Surge Vulnerability Assessment Phase 1. This resulted in an updated flood scenario dataset, as well updated storm surge and tidal flooding technical memos.

**Deliverables:** The Grantee will provide the following:

- **2.1:** A technical report for each community group within the Project Description to outline the data and metadata compiled and findings of the gap analysis. In addition, the report will include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- **2.2:** GIS files for each community group within the Project Description with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee (or municipal agency) as well as regionally significant assets that are classified and as defined in paragraph 380.093(2)(a)1-4, F.S.
- **2.3:** GIS files for the topographic and flood scenario-related data Pinellas County-wide.

### **Task 3: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **3.1:** A draft VA report for each community within the Project Description that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths; and
- **3.2:** GIS files for each community within the Project Description with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

### **Task 4: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following:

- **4.1:** A draft VA report for each community within the Project Description that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables; and
- **4.2:** An initial list for each community within the Project Description of critical and regionally significant assets that are impacted by flooding.

### **Task 5: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the VA reports for each of the 11 communities in the Project Description, pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **5.1:** Final VA Report for each community within the Project Description that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** A final list of critical and regionally significant assets that are impacted by flooding for each community within the Project Description;
- **5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata, for each community within the Project Description; and
- **5.4:** A signed VA Compliance Checklist Certification for each community within the Project Description.

### **Task 6: Adaptation Plan**

**Description:** The Grantee will complete an AP for each of the 11 communities listed in the Project Description. The intent is to provide information tailored to each community within the Project Description, including a prioritized list of projects for only those assets the municipality controls and maintains, to better assist with future capital improvement program planning and budgeting. The APs will be consistent with the Florida Adaptation Planning Guidebook and include the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. Each individual AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

**Deliverables:** The Grantee will provide the following:

- **6.1:** A final AP for each community listed in the Project Description.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of

Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	Agency Type	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
0	Identify VA Data Standards	Contractual Services	All 3 Community Groups	\$0.00	\$0.00	\$0.00	7/1/2021	12/30/2024
1	Stakeholder Engagement, Public Outreach Meetings, and Presentations	Contractual Services	Unincorporated County	\$25,381.96	\$0.00	\$25,381.96	7/1/2021	9/30/2026
			Coastal Communities	\$82,041.00	\$0.00	\$82,041.00	7/1/2021	9/30/2026
			Pinellas Park	\$70,694.00	\$0.00	\$70,694.00	7/1/2021	9/30/2025
2	Acquire Background Data and Prepare Metadata	Contractual Services	Unincorporated County	\$66,538.85	\$0.00	\$66,538.85	7/1/2021	3/31/2025
			Coastal Communities	\$105,532.00	\$0.00	\$105,532.00	7/1/2021	3/31/2025
			Pinellas Park	\$79,063.00	\$0.00	\$79,063.00	7/1/2021	3/31/2025
3	Exposure Analysis	Contractual Services	Unincorporated County	\$166,957.70	\$0.00	\$166,957.70	7/1/2021	9/30/2025
			Coastal Communities	\$53,867.00	\$0.00	\$53,867.00	7/1/2021	9/30/2025

			Pinellas Park	\$54,337.00	\$0.00	\$54,337.00	7/1/2021	9/30/2025
4	Sensitivity Analysis	Contractual Services	Unincorporated County	\$113,695.03	\$0.00	\$113,695.03	7/1/2021	12/30/2025
			Coastal Communities	\$54,567.00	\$0.00	\$54,567.00	7/1/2021	12/30/2025
			Pinellas Park	\$52,214.00	\$0.00	\$52,214.00	7/1/2021	12/30/2025
5	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	Unincorporated County	\$95,419.81	\$0.00	\$95,419.81	7/1/2021	3/31/2026
			Coastal Communities	\$197,234.00	\$0.00	\$197,234.00	7/1/2021	3/31/2026
			Pinellas Park	\$102,090.00	\$0.00	\$102,090.00	7/1/2021	3/31/2026
6	Adaptation Plan	Contractual Services	Unincorporated County	\$232,006.65	\$0.00	\$232,006.65	7/1/2021	9/30/2026
			Coastal Communities	\$250,680.50	\$0.00	\$250,680.00	7/1/2021	9/30/2026
			Pinellas Park	\$250,680.50	\$0.00	\$250,680.00	7/1/2021	9/30/2026
Total:			Unincorporated County	\$700,000.00	\$0.00	\$700,000.00		
			Municipal	\$1,353,000.00	\$0.00	\$1,353,000.00		
<b>Grand Total:</b>				<b>\$2,053,000.00</b>	<b>\$0.00</b>	<b>\$2,053,000.00</b>		

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Public Records Requirements

Attachment 4-A

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Revised Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5-A**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5-A**

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

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

Electronically:

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

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

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

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

**EXHIBIT – 1**

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

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

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

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program A				
Federal Program B				

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	\$700,000.00 140078
Amendment 1	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$1,353,000.00 140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award \$2,053,000.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.  
<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REVISED PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6-A**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.



9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

#### **Implementation Grants**

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

#### **Grants Funded with American Rescue Plan Act (ARPA) Funds**

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A-1  
REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F-1**  
**DEP AGREEMENT NO. 22PLN94**

**PINELLAS COUNTY COMPREHENSIVE VULNERABILITY ASSESSMENT INCLUDING SOME MUNICIPALITIES**

**Pinellas County**

**Revised Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

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

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
REVISED CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H-1**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 22PLN94

Project Title: Pinellas County Comprehensive Vulnerability Assessment Including Some Municipalities

Grantee: Pinellas County

---

Subcontractor: \_\_\_\_\_

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I-1**

**REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**ITEM G.5.**





Town of  
**Redington Shores**  
*Nature's Beach*

Date: December 11, 2024  
To: Board of Commissioners  
From: Margaret Carey, Town Clerk  
Re: 2025 Town Holidays and Closures

Attached is the 2025 calendar of government holidays and Town Hall closures for the Town of Redington Shores. This calendar follows the Pinellas County schedule with one minor difference. On Christmas Eve, Pinellas County officially closes all offices at 12:00 noon.

**ITEM H.8.**



Town of  
**Redington Shores**  
*Nature's Beach*

Date: December 11, 2024  
To: Board of Commissioners  
From: Margaret Carey, Town Clerk  
Re: Clerk's Office Update

Here are the major items we are working on:

- Assisting the Building Department to prepare Damage Assessment letters.
- Continuing with Post Hurricane messaging via the website and social media.
- Planning Town Holiday Events
- March 2025 Election Preparation
  - Distributed candidate packets.
  - Qualifying period began December 6 and Closes December 20 at noon.
- Preparing Referendum Questions for the March 2025 Ballot.
  - Questions have been successfully translated into Spanish.
  - All ballot information is due to the Supervisor of Elections by December 31, 2024.
- BTRs – slowly getting caught up after pausing after the Hurricanes.
- 2025 Schedule of Town Meetings (attached). Please note the Parks & Recreation Advisory Committee has cancelled regular meetings, due to the Hurricanes. They will meet as needed, so their schedule was removed from the calendar.



**2025**  
**TOWN OF REDINGTON SHORES**  
**SCHEDULE OF MEETINGS**

All scheduled meetings are held at REDINGTON SHORES TOWN HALL, 17425 Gulf Boulevard, Redington Shores, unless otherwise noted.

<b>Board of Commissioners Regular Meetings 2<sup>nd</sup> Wednesday of each month 6:00 PM</b>
January 8, 2025
February 12, 2025
March 12, 2025
April 9, 2025
May 14, 2025
June 11, 2025
July 9, 2025
August 13, 2025
September 10, 2025
October 8, 2025
November 12, 2025
December 10, 2025

<b>Board of Commissioners Workshop Meetings Last Wednesday of each month 6:00 PM</b>
January 29, 2025
February 26, 2025
March 26, 2025
April 30, 2025
May 28, 2025
June 25, 2025
July 30, 2025
August 27, 2025
September 24, 2025
October 29, 2025
November 26, 2025
TBD

The Parks & Recreation Advisory Committee will meet as needed and will be announced on the Town's website and posted at Town Hall.

**Accommodations for Individuals with Disabilities.** Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the Town Clerk at 727-397-5538 at least two business days prior to the meeting.