BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 3, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Proclamation of Flood Awareness Week- March 9-15, 2026
Flood Awareness Week Proclamation.pdf

D.2 Run for the Beaches Check Presentation

D.3 Check Presentation from PGCS for TIFD Safety Equipment

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

G. CONSENT AGENDA

G.1 Equipment Donation to First Responder Magnet Program
TIFR Trade In.docx

G.2 Renewal of Non-Exclusive License Agreement with PADL, LLC
PADL Non-Exclusive License Agreement 2026.pdf_SIGNED.pdf
Detail by Entity Name.pdf

G.3 Renewal of Non-Exclusive License Agreement with SUNCOAST BEACHCAMS, LLC
Sunbiz.pdf
Webcam Non-Exclusive License Agreement 2026 v2.pdf

G.4 Contract and General Conditions for the Annual Run for the Beaches 5K Fun Run between the City of Treasure Island and Run for the Beaches, Inc.
Contract_Run for the Beaches_26.pdf

G.5 Contract and General Conditions for the Annual Tampa Bay SportsFest 2026 between the City of Treasure Island and SportsFest, Inc.
Tampa Bay Corporate Sportfest 2026 Contract and General Conditions .pdf

H. ITEMS OF BUSINESS

H.1 A Quasi-Judicial Proceeding - VAR-000595-2026 - 9980 Gulf Blvd - Approval of one (1) variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool at a Gulf front property.
Staff Report VAR-000595-2026.pdf
Completed Variance Application VAR-000595-2026.pdf

H.2 First Reading and Public hearing of Ordinance 2026-07
ORDINANCE_2025-07-Causeway_Mechanical.docx
Budget Amendment 2026-07.xlsx

H.3 Resolution 2026-02, City Commission Rules of Procedure
Resolution 2026-02 Amending Rules of Procedure.docx
CITY COMMISSION RULES OF PROCEDURE_ Exhibit to Resolution 2026-02
Revised 3 2 2026 Regular Meeting PDF.pdf

H.4 Authorize the City Manager to execute a Task Order for the Public Works Facility Design, Permitting and Construction Administration
PW Facility Site Layout.pdf
2026.02.12 - City of Treasure Island - Public Works Site Improvements - Upland Site Development TO.pdf

H.5 Authorize the Award of the Design-Build Contract to CORE Construction Services of Florida, LLC for the New Public Safety Facility
Contract - CORE Construction.pdf
RFQ 26-008 Public Safety Facility Design Build Services.pdf
Exhibits A and B - Preliminary Floor Plans and Site Layout.pdf
Final Ranking Matrix.pdf

I. CITY MANAGER AND CITY ATTORNEY REPORT

J. COMMISSIONER REPORTS

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the

testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	Jesse Miller, Community Development
ITEM TYPE:	Proclamations
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Proclamation of Flood Awareness Week- March 9-15, 2026
BACKGROUND:	N/A
POLICY/PURPOSE:	The purpose of this proclamation is to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and emergency preparedness during the week of March 9-15,2026 It also expresses gratitude to Clyde Smith and Brian Ford for their dedicated volunteer service in support of the City's flood risk and mitigation efforts since 2019. Additionally, this proclamation supports the City's continued participation in the National Flood Insurance Program Community Rating System by ensuring credit is received for qualifying public outreach activities. The City currently holds a CRS Class 6 rating, which provides a 20% discount on flood insurance premiums for properties within the City, benefiting both municipal and resident policyholders.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	I, John Doctor, Mayor of the City of Treasure Island, on behalf of the City Commission, that the week of March 9–15, 2026, is

hereby proclaimed Flood Awareness Week in the City of Treasure Island, and the citizens of Treasure Island are encouraged to increase their knowledge of how to protect themselves and their property from flooding.

BE IT FURTHER PROCLAIMED, that the City of Treasure Island expresses its sincere appreciation to Clyde Smith and Brian Ford for their commitment, civic leadership, and volunteer service in support of the City's flood risk and mitigation efforts since 2019.

ATTACHMENTS:
Flood Awareness Week Proclamation.pdf

City of Treasure Island, Florida

Office of the Mayor

Proclamation

WHEREAS, the City of Treasure Island has experienced severe weather in the past, resulting in flooding, and this flooding has caused damage and flood losses to homes and buildings; and

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

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety, and welfare of residents, and the Florida Floodplain Managers Association (FFMA) has declared the week of **March 9–15, 2026**, as **Flood Awareness Week** to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and emergency preparedness; and

WHEREAS, the City of Treasure Island recognizes the vital importance of community engagement and stakeholder participation in addressing flood risk and mitigation, and does formally commend and acknowledge **Clyde Smith** and **Brian Ford** for their outstanding dedication and service. Through the voluntary contribution of their time and knowledge as City stakeholders on the Flood Risk and Mitigation Public Working Group since 2019, they have played a meaningful role in advancing public education and increasing community awareness through countywide public outreach initiatives;

NOW, THEREFORE, I, John Doctor, Mayor of the City of Treasure Island, on behalf of the City Commission, that the week of **March 9–15, 2026**, is hereby proclaimed **FLOOD AWARENESS WEEK IN THE CITY OF TREASURE ISLAND**, and the citizens of Treasure Island are encouraged to increase their knowledge of how to protect themselves and their property from flooding.

BE IT FURTHER PROCLAIMED, that the City of Treasure Island expresses its sincere appreciation to **Clyde Smith and Brian Ford** for their commitment, civic leadership, and volunteer service in support of the City's flood risk and mitigation efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Treasure Island, Florida, to be affixed this 3rd day of March, 2026.

SEAL

John Doctor, Mayor

Attest: Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. D.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 3, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: Presentations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Run for the Beaches Check Presentation

BACKGROUND:

Run for the Beaches 5k and Fun Run/Walk is held annually on Treasure Island's beaches in December. Proceeds from the run benefit local nonprofit environmental groups and environmental initiatives specific to Treasure Island and our gulf beaches. This year we raised over $20,000. Donations were made to our environmental partners - Keep Pinellas Beautiful, Treasure Island Adopt a Beach, Seaside Seabird Sanctuary, Friends of the Pelicans, Birds in Helping Hands and Jane Goodall's Roots and Shoots.

The remaining funds of $16,033 will be donated to the City of Treasure Island for environmental initiatives. Our current projects include an environmentally focused mural on the trash enclosure at Gulf Front Park, a new industrial style water refill station at Gulf Front Park with the current one to be moved to the Sunset Beach Pavillion.

POLICY/PURPOSE: Accept check from Run for the Beaches

STRATEGIC PLAN RELEVANCE: NA

ANALYSIS/DISCUSSION: N/A

FUNDING: N/A

MOTION: No motion needed.

ATTACHMENTS:

AGENDA ITEM NO. D.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	Jessica Zamora, Human Resources
ITEM TYPE:	Presentations
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Check Presentation from PGCS for TIFD Safety Equipment
BACKGROUND:	Preferred TIPS is a program that is offered through our insurance company, PGIT (Preferred Government Insurance Trust) who manages our worker's comp and liability. This program gives up to $5,000 back to employers who spend over $10,000 on safety / training initiatives.
POLICY/PURPOSE:	Accept to $5,00 check from PGIS for participation in the TIPS program.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	N/A
FUNDING:	Partial reimbursement for purchase of safety equipment.
MOTION:	No action required.

ATTACHMENTS:

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Donations
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Equipment Donation to First Responder Magnet Program
BACKGROUND:	The Pinellas County School Board has been great a partner, donating the portable building that we are currently utilizing as fire headquarters. Their countywide magnet program for first responders is in need of used firefighting equipment for their students to use in their training. By donating our 12-year surplus Self Contained Breathing Apparatus (aka SCBA or air packs), we will be assisting in the development of the next generation of firefighters at a time when recruitment of new firefighters is at critically low levels statewide.
POLICY/PURPOSE:	The Fire Department has received a request from the Pinellas Park High School's First Responder Magnet program to donate surplus firefighting equipment.
STRATEGIC PLAN RELEVANCE:	Goal 2: Maintain a safe community Objective 1: Provide meaningful outreach programs Bold Action 1: Identify opportunities for effective public safety outreach
ANALYSIS/DISCUSSION:	We feel that the future value received for donating these air packs far exceeds the $200 trade in allowance offered by the manufacturer of our new airpacks. The surplus air packs are in various states of disrepair due to age and the inability to obtain/cost of parts for service and maintenance. The first responder program at Pinellas Park High School would not be using these air packs for entry into hazardous environments so this use would be beneficial to them while keeping the air packs from becoming debris in our landfill.

	Supporting the development of future first responders will provide value as we seek to fill future firefighter vacancies, bringing goodwill and a positive boost to our reputation with graduates of this program.
FUNDING:	We recently replaced our 12-year old air packs with new, NFPA compliant air packs at a cost of $196,194.00. The trade in value of our old air packs was $200 each, a negligible sum when compared to the cost of each new air pack ($14,065).
MOTION:	I move to authorize the Fire Department to donate 12 surplus Self Contained Breathing Apparatus, with a total value of $2,400 to the First Responder Magnet Program at Pinellas Park High School.

ATTACHMENTS:
TIFR Trade In.docx

MES - Florida
9843 18th St N, Suite 150A
St. Petersburg, FL 33716
Toll Free: 877-MES-FIRE
Phone: 727-521-2135
Fax: 727-525-1819

January 29, 2026

Attn: Chief Trip Barrs
Treasure Island Fire Rescue
10451 Gulf Blvd.
Treasure Island, FL 33706

Subject: Confirmation of Trade-In Value for Self-Contained Breathing Apparatus

Chief Barrs,

Earlier last year, you and I spoke about Treasure Island Fire Rescue's Self-Contained Breathing Apparatus (SCBA) project for FY26. One of the topics of conversation was a potential trade-in value for your old Scott Safety AP75 SCBAs. Upon further review, MES Life Safety has determined that your trade-in would be worth $200 per SCBA to be taken off of your final invoice for the new SCBAs. The credit would not be transferable to any other invoices that Treasure Island Fire Rescue currently has outstanding with MES. It also would not be able to be used for any future orders or invoices.

Please let me know if you would like to discuss in further detail.

Thank you,

Alex Bessler
MES Life Safety
Outside Sales Representative
727-503-6397
alex.bessler@meslifesafety.com

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 3, 2026

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Renewal of Non-Exclusive License Agreement with PADL, LLC

BACKGROUND:

In July 2022, the City of Treasure Island entered into a Non-Exclusive License Agreement with Andres Avello, CEO and Founding Partner of PADL, LLC, to install PADL rental stations at Gulf Front Park and the Beach Pavilion for use by residents and visitors.

The PADL stations were removed during the hurricanes. Since November 2024, only the Gulf Front Park location has been operational, as the Beach Pavilion sustained damage and is currently in the process of being repaired.

The Gulf Front Park location has not proven to be feasible due to the length of the beach and the difficulty of transporting equipment to the water's edge. Additionally, several beach concessionaires located along the central beach area already rent paddleboards and kayaks, creating direct competition at the same access point.

The City of Treasure Island maintains a copy of PADL, LLC's approved Safety Plan and Rental Waiver on file. All PADL station users are required to sign the rental waiver prior to use and review the rules of operation, applicable U.S. Coast Guard regulations and required safety equipment for operation of the rental equipment. Renters may also access a "How to Ride" instructional video through the PADL mobile app or on the company's website at www.padl.co.

During inclement weather which includes storms, and high winds of over 12 knots, the stations are shut down and unable to operate for rentals. Although the PADL stations are rated to withstand a Category 1 hurricane, the City requires that all equipment and stations be removed from city property for all Tropical Storm warnings or Hurricane warnings issued for Pinellas County and as determined by the City.

POLICY/PURPOSE:

Commission approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with PADL, LLC.

STRATEGIC PLAN RELEVANCE:

COMMUNITY, Goal 1: Create a vibrant, active, walkable, engaging and thriving community that welcomes locals, families, visitors and tourists.

ANALYSIS/DISCUSSION:

PADL, LLC provides safe and affordable recreational amenities to residents and visitors through its self-service rental stations. PADL is a qualified paddle-share provider and proposes to operate a kayak and paddleboard share service in Treasure Island at the Beach Pavilion, Treasure Bay, and potentially Gulf Front Park.

PADL's paddleboards and kayaks are equipped with GPS, 3G connectivity, and self-locking technology, allowing kayaks and paddleboards to be tracked for operational oversight and maintenance. PADL also maintains a partnership with Sea Tow to provide on-water support if a user drifts downwind or remains idle for an extended period.

PADL, LLC. is permitted to install one (1) PADL station at Gulf Front Park (10400 Gulf Boulevard) and one (1) station at Beach Pavilion (8000 West Gulf Boulevard).

With the installation of the ADA accessible kayak launch at Treasure Bay, PADL may install two (2) stations and up to two (2) storage racks at Treasure Bay (10315 Paradise Boulevard) depending on storage demand. PADL will also offer guided bay tours, skills lessons, and special events at Treasure Bay, including sunset paddles, beach cleanups, and family days.

PADL, LLC agrees that it will be solely responsible—financially and otherwise—for the installation, operation, maintenance, and repair of the PADL stations and any applicable storage racks or equipment installed on City property.

The term of the Non-Exclusive License Agreement shall be for three (3) years beginning on the effective date of the Agreement. Upon expiration of the initial term, PADL, LLC may be automatically renewed for up to two (2) additional one-year terms, unless either party provides written notice of its intent not to continue the license at least thirty (30) days prior to the applicable renewal date.

FUNDING:

There is no cost to the City for the installation of PADL kayak, paddleboard and storage stations at the proposed beach or park locations. All applicable setup fees and ongoing maintenance costs will be the sole responsibility of PADL, LLC.

PADL, LLC. shall pay all applicable electrical and water cost associated with the operation of the PADL stations in the Permitted Use Areas. PADL, LLC. shall pay the City $200.00 per month plus applicable sales tax from the PADL stations in the Permitted Use Areas. In addition, PADL shall pay the City a yearly fee of twenty percent (20%) of the storage rental fees and applicable lessons, tours and special events located at Treasure Bay. The license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per. PADL, LLC. shall remit payment to the City within ten (10) days after the end of each calendar month, along with a copy of the monthly report.

MOTION:

I move to approve and authorize the City Manager to enter into a Non-Exclusive License Agreement with PADL, LLC. to install one (1) PADL station at Gulf Front Park (10400 Gulf Boulevard) and one (1) station at Beach Pavilion (8000 West Gulf Boulevard). Additionally, PADL may install two (2) stations and up to two (2) storage racks at Treasure Bay (10315 Paradise Boulevard) depending on storage demand. PADL will also offer guided bay tours, skills lessons, and special events at Treasure Bay, including sunset paddles, beach cleanups, and family days for an initial term of three (3) years effective upon approval by the Commission.

ATTACHMENTS:
PADL Non-Exclusive License Agreement 2026.pdf_SIGNED.pdf
Detail by Entity Name.pdf

NON-EXCLUSIVE LICENSE TO USE AGREEMENT
BETWEEN
CITY OF TREASURE ISLAND, FLORIDA AND PADL, LLC

THIS NON-EXCLUSIVE LICENSE TO USE AGREEMENT (hereinafter referred to as "License") is made this _____day of_____, 2026, by and between the CITY OF TREASURE ISLAND ("the City"), a municipal corporation of the State of Florida, having its principal place of business at 10451 Gulf Boulevard, Treasure Island, Florida 33706, and PADL, LLC ("Licensee"), a Florida corporation, having its principal place of business at 951 Crandon Boulevard, PO BOX 491346, Key Biscayne, Florida 33149 (collectively, the "Parties").

WITNESSETH

WHEREAS, the City holds certain publicly owned and controlled lands in trust for the public located within the City of Treasure Island, located at 10400 Gulf Boulevard, Treasure Island, Florida 33706, 10315 Paradise Boulevard, Treasure Island, Florida 33706, and 8000 West Gulf Boulevard, Treasure Island, Florida 33706; and

WHEREAS, Licensee is the owner and operator of PADL stations and associated equipment, which are used for self-serve paddleboard and kayak rentals and storage to the general public; and

WHEREAS, Licensee wishes to obtain, and the City is willing to grant a non-exclusive, non-transferable License for the term and specific purpose set forth in this License to install and operate PADL stations on publicly owned and controlled lands within the City of Treasure Island; and

WHEREAS, the City has determined that there will be a public benefit by granting this License to Licensee for the limited purpose of providing PADL stations at the above locations and providing storage racks at and guided eco tours from Treasure Bay for usage by the residents, tourist and visitors to the City of Treasure Island; and

WHEREAS, Licensee is granted permission to install and operate PADL stations and storage racks on the publicly owned and controlled lands within the City of Treasure Island; and

WHEREAS, Licensee, by executing this License, consents to and agrees to be bound by all conditions of the granting of this License;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements, and other good and valuable consideration, as set forth herein, the City and Licensee agree as follows:

1. **Recitals Acknowledged**. The foregoing recitals are true and correct and are incorporated in this License by reference.

2. **Purposes, Scope, Uses, Equipment, Safety.** The principal purpose of the City granting the privileges under this License is to permit the Licensee to operate PADL stations for

self-serve paddleboard and kayak rentals, providing storage racks for storage of residents equipment and offering guided bay ecology tours, special events and skill lessons for beginners to intermediates to the general public in specified areas, and is strictly limited to the following conditions:

a. **Permitted Use Areas:** The Licensee is permitted to install one (1) PADL station in each location approved by the City, which includes the west side of the restroom facility at Gulf Front Park, 10400 Gulf Boulevard, Treasure Island, Florida 33706; and the south end of facility/structure by the Tern Lot and beach walkover at the Beach Pavilion, 8000 West Gulf Boulevard, Treasure Island, Florida 33706 ("Permitted Use Areas"). Additionally, the Licensee is permitted to install two (2) PADL stations and up to two (2) storage racks depending on demand for storage by the kayak launch as approved by staff at Treasure Bay, 10315 Paradise Boulevard, Treasure Island, Florida 33706. Licensee is prohibited from operating PADL stations outside of the Permitted Use Areas.

b. **Permitted Uses:** The Licensee is permitted to provide PADL stations, which are used for self-serve paddleboard and kayak rentals to the general public, in the Permitted Use Areas, subject to the safety plan, attached hereto and incorporated herein as Exhibit A ("Safety Plan"). The Licensee agrees to provide all services and equipment required of the PADL stations. The PADL stations will remain the property of the Licensee. The Licensee is also permitted to provide secure rack space with optional lock systems for local paddleboard/kayak owners to store their equipment and to offer guided bay tours, skill lessons and special events to include sunset paddles, beach cleanups and family days at Treasure Bay, 10315 Paradise Boulevard, Treasure Island, FL 33706.

   Licensee is prohibited from installing any other equipment, other than the PADL stations on City property.

   Licensee warrants that: Each PADL station is equipped with a mounted GPS where Licensee staff can monitor live rentals; Licensee has a partnership with Sea Tow to provide support if a user is moving downwind or has been idle for too long; Licensee has equipped each PADL station with a camera which has built in 2-way communication which allows communication directly with users at the PADL station; City Fire Department and EMS will have access to the GPS coordinates at each PADL station for current position of all equipment rented from the PADL station; Licensee provides all required safety equipment and materials to users; During inclement weather which includes storms, and high winds of over 12 knots, the PADL stations are shut down and unable to operate for rentals.

c. **Installation, Operation, Maintenance, Repairs.** Licensee agrees that it will be solely responsible, financially and otherwise, for the installation, operation, maintenance, and repair of the PADL stations and applicable secure rack space that it installs in the Permitted Use Areas. Licensee shall keep all PADL stations and associated equipment in good working condition.

d. **Severe Thunderstorm, Tornado, Tropical Storm or Hurricane Warning**: In the

event a severe thunderstorm warning or tornado warning is issued by the National Weather Service for the Treasure Island area, Licensee must secure and remove Licensee's equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee shall remove all PADL stations and associated equipment from the Permitted Use Areas and store same outside of the City.

3. **Term of Agreement.** The initial term ("Term") of this License shall be for a term of three (3) years, beginning on the effective date of this License and terminating three (3) years thereafter unless otherwise extended. Upon expiration of the initial term, this License may be automatically renewed twice for a period of one (1) year each ("Renewal Term"), unless at least thirty (30) days prior to the renewal date either party gives written notice of its intent not to continue the License.

4. **Fees and Payments; Business Tax Receipt**.

(a) The Licensee shall pay all applicable electrical and water cost associated with the operation of the PADL stations in the Permitted Use Area.

(b) The Licensee shall maintain and submit a monthly report to the City of all transaction from the PADL stations and storage rack rentals in the Permitted Use Areas.

(c) Licensee shall pay the City $200.00 per month plus applicable sales tax from the PADL stations in the Permitted Use Area. In addition, Licensee shall pay the City a yearly fee of twenty percent (20%) of the storage rental fees and applicable lessons, tours and special events located at Treasure Bay. The License fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year. Licensee shall remit payment to the City within ten (10) days after the end of each calendar month, along with a copy of the monthly report.

(d) The Licensee shall be required to obtain and keep current a Local Business Tax License with the City.

5. **No Waiver of Applicable Regulations**. Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable federal, state and local laws and regulations. Prior to using the Permitted Use Areas and throughout the term of this License, the Licensee further agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida pertaining to any licenses and permits as may be required by law for the operation of its business. The Licensee will use the designated Permitted Use Areas only for the purposes stated and no unlawful uses will occur whatsoever.

6. **Encumbrances**. The granting of this License does not vest in the Licensee any interest in the Permitted Use Areas, as defined in this License. The Licensee will not mortgage, encumber or lien the Permitted Use Areas, and the Licensee will not cause or create any interests in real estate or any encumbrances upon any such real property.

7. **Hold Harmless, Indemnity, and Release**. The Parties recognize that Licenses is

an independent contractor. Licensee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, and nonperformance of the duties of the Licensee under this Licensee, the enforcement of this License, or resulting from the activities of the Licensee in any

way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Licensee's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Licensee against the City, and Licensee hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Licensee to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this License, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this License, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this License.

Subject to the limitations set forth in this section, Licensee shall assume control of the defense of any claim asserted by a third party against the City for which Licensee is obligated to indemnify, defend, and hold harmless the City under this section and, in connection of such defense, shall appoint lead counsel in each case at Licensee's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Licensee of any of its obligations hereunder. If Licensee assumes control of the defense of any third party claim in accordance with this section, Licensee shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Licensee shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim seeks an injunction or equitable relief against the City; or (c) Licensee has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Licensee is required to have all users of PADL equipment (including but not limited to paddleboards or kayaks rentals or storage) and lessons, tours and special events sign a waiver with an indemnification clause to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the

execution, performance, and nonperformance of the duties of the Licensee under this Licensee, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys.. If 911 is called, Licensee must notify the Recreation Department at 727-547-4575, Ext. 237, the same day of the injury. Licensee shall ensure that all participants using its equipment have a signed release and that signed release must include the following provision:

"I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE assume liability for and indemnify, hold harmless the City of Treasure Island**,** its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury (including death), property damage, relief, or loss of use, that I may sustain to my person and/or my property arising out of my use of the PADL, LLC's equipment, including but not limited to paddleboards or kayaks or stations, and such related activities, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys**. I am fully aware of the risks and hazards connected with my participation, including the risk of injuries which could cause death. I AM VOLUNTARILY PARTICIPATING IN ACTIVITIES USING PADL'S AND ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE SUSTAINED AS A RESULT OF MY PARTICIPATION."**

Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in the License.

For children under the age of 18 years old using the Licensee's equipment, Licensee shall ensure the natural guardian of the child have a signed release that complies with section 744.301(3)(b), Florida Statutes and that signed release must include the following additional provision:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN PADL AND THE CITY OF TREASURE ISLAND ("City") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. **BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY**. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PADL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the License activities and Licensee's equipment. The City, in its sole

discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License. This indemnification provision will survive three (3) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. **Insurance**. Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City will be named as an additional insured in any comprehensive liability insurance policy required below, and those policies will contain a provision waiving all subrogation rights against the City. Licensee will deliver to the City, upon execution of this License and prior to beginning use of the Permitted Use Areas, for each year thereafter during the term of this License, certified copies of the below policies or a certificate evidencing their existence. In the event a binder is delivered, it will be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten days' written notice thereof to the City. Licensee will deliver to the City, at least fifteen (15) calendar days prior to a policy's expiration date, a renewal policy, except for any policy expiring on the expiration date of this License.

a. **Comprehensive General Liability Insurance**: Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Areas and the operations to be conducted on the Permitted Use Areas including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 products/completed operation aggregate.

b. **Workers Compensation Insurance**: Licensee will maintain adequate workman's compensation insurance in the amounts as required by law for employees. The limits will be statutory for Worker's Compensation.

9. **Compliance with Laws.** Licensee agrees to comply with all applicable federal, state and local laws and regulations. Licensee will not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.

10. TERMINATION. THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY THE CITY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON. THE CITY, IN ITS SOLE DISCRETION, WILL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY' S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.

11. **Assignment.** Licensee shall not assign or transfer voluntarily or involuntarily any

of its rights, duties or obligations under this License without the express written consent of City.

12. **Construction of License**. The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in the License, that this License and any of its provisions will be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.

11. **Governing Law.** The terms and provisions of this License shall be governed by, and construed and enforced in accordance with the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be in Pinellas County, Florida, for all purposes, to which the Parties expressly agree and submit.

13. **Entire Agreement**. The License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and/or agreements, whether written or verbal, between the Parties. This License may be modified or revoked at any time, for any, reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee' s address provided in this License. The obligations in this License will survive the termination of this License. This License is governed by Florida laws and venue for purposes for any legal action will lie in Pinellas County.

14. **Severability.** If, for any reason, any part, term or provision of this License is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular provision held to be invalid.

15. **Notices**. Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: **PADL LLC, and/or any agent or employee at 951 Crandon Boulevard, PO Box 491346, Key Biscayne Florida 33149**, and/or delivered to the Licensee's Registered Agent. The time of rendition of such notice or communication is the time when the notice is mailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **City Manager, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, FL 33706**, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, and the change of address notice is effective upon receipt.

16. **E-Verify**. Licensee shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Licensee throughout the term of this License; and (b) all persons, including subcontractors, retained or hired by Licensee, regardless of compensation, to perform work under this License.

17. **Public Records**. Licensee agrees to comply with the Florida Public Records Act,

as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which

are considered public records under Florida law include, but are not limited to: records related to the entry, management and implementation of the License itself; emails/correspondence between the City and the Licensee related to the License; emails or correspondence from all other entities related to the License (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Licensee agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and

b. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law; and

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Licensee agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Licensee will promptly provide the City with a copy of any request to inspect or copy public records that Licensee receives with a copy of the Licensee's response to each request. The Licensee understands and agrees that failure to provide access to the public records will be material breach of the License and grounds for termination.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Tel: (727) 547-4575
Fax: (727) 547-4582
cityclerk@mytreasureisland.org

IN WITNESS WHEREOF, the Parties have executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: _____
Charles VanZant, City Manager

Attest:

_____
Lisa-Marie Kennedy, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

PADL, LLC

By: _____
Printed Name: Andres Avello
As its: CEO, Founding Partner

WITNESSES:

_____
Printed Name: Ryan Kennedy

_____
Printed Name: Chiara Pretti

Exhibit A



Detail by Entity Name

Florida Limited Liability Company
PADL LLC

Filing Information

Document Number	L17000176874
FEI/EIN Number	82-2522731
Date Filed	08/18/2017
Effective Date	08/21/2017
State	FL
Status	ACTIVE

Principal Address

951 Crandon Blvd
491346
KEY BISCAYNE, FL 33149

Changed: 04/10/2022

Mailing Address

PO BOX 491346
KEY BISCAYNE, FL 33149

Changed: 11/10/2021

Registered Agent Name & Address

AVELLO, ANDRES
951 Crandon Blvd
491346
KEY BISCAYNE, FL 33149

Address Changed: 04/10/2022

Authorized Person(s) Detail

Name & Address

Title Manager

PADL HOLDINGS INC
951 Crandon Blvd
491346
KEY BISCAYNE, FL 33149

Annual Reports

Report Year	Filed Date
2023	01/10/2023
2024	03/27/2024
2025	04/28/2025

Document Images

04/28/2025 -- ANNUAL REPORT	View image in PDF format
03/27/2024 -- ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
04/10/2022 -- ANNUAL REPORT	View image in PDF format
02/26/2021 -- ANNUAL REPORT	View image in PDF format
06/29/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/28/2018 -- ANNUAL REPORT	View image in PDF format
08/18/2017 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Renewal of Non-Exclusive License Agreement with SUNCOAST BEACHCAMS, LLC

BACKGROUND:

In 2014, the City of Treasure Island entered into a Non-Exclusive License Agreement with Joe Nuzzo d/b/a The Suncoast Surf Shop to install, fund, and operate a webcam at the Beach Pavilion, 8000 West Gulf Boulevard, to monitor beach and surf conditions on Sunset Beach. Shortly thereafter, the Non-Exclusive License Agreement was amended to assign the agreement to Suncoast Beachcams, LLC.

POLICY/PURPOSE:

Commission approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with Suncoast Beachcams, LLC.

STRATEGIC PLAN RELEVANCE:

COMMUNITY, Goal 1: Create a vibrant, active, walkable, engaging and thriving community that welcomes locals, families, visitors and tourists.

ANALYSIS/DISCUSSION:

The webcam was installed at the Beach Pavilion and was removed following the hurricanes due to damage sustained at the facility. Once the Beach Pavilion is repaired and restored, the webcam will be reinstalled at that location.

Suncoast Beachcams, LLC. will be responsible, financially and otherwise for the installation, operation, maintenance and repair of the webcam at the Beach Pavilion. The City will not provide any technical or maintenance staff for this equipment.

The installation of the equipment must be performed by a licensed contractor and obtain all applicable permits from the Community Development Department.

Audio use is not permitted on the Suncoast Beachcams website to protect the privacy of beachgoers and facility users.

The term of the Non-Exclusive License Agreement shall be for three (3) years beginning on the effective date of the Agreement. Upon expiration of the initial term, Suncoast Beachcams, LLC. may be automatically renewed for up to two (2) additional one-year terms, unless either party provides written notice of its intent not to continue the license at least thirty (30) days prior to the applicable renewal date.

FUNDING:

Suncoast Beachcams, LLC. will pay the City $35.00 per month plus applicable sales tax for the installation of the webcam on City property.

Suncoast Beachcams, LLC will provide and maintain the Internet Service Provider for the webcam and shall be solely responsible for all installation costs, and applicable monthly service fees.

MOTION:

I move to approve and authorize the City Manager to enter into a Non-Exclusive License Agreement with SUNCOACT BEACHCAMS, LLC. to install a webcam at the Beach Pavilion to monitor beach and surf conditions for an initial term of three (3) years effective upon approval by the Commission.

ATTACHMENTS:
Sunbiz.pdf
Webcam Non-Exclusive License Agreement 2026 v2.pdf



Detail by Entity Name

Florida Limited Liability Company
SUNCOAST BEACHCAMS LLC

Filing Information

Document Number	L16000148535
FEI/EIN Number	81-3746672
Date Filed	08/09/2016
Effective Date	08/09/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/23/2020
Event Effective Date	NONE

Principal Address

410 S. Orleans Ave
Tampa, FL 33606

Changed: 02/06/2025

Mailing Address

410 S. Orleans Ave
Tampa, FL 33606

Changed: 02/06/2025

Registered Agent Name & Address

King, Garret
410 S. Orleans Ave
Tampa, FL 33606

Name Changed: 12/01/2023

Address Changed: 02/06/2025

Authorized Person(s) Detail

Name & Address

Title Manager

King, Garret
410 S. Orleans Ave
Tampa, FL 33606

Annual Reports

Report Year	Filed Date
2023	01/23/2023
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Document Images

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01/30/2024 -- ANNUAL REPORT	View image in PDF format
12/01/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
02/08/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
03/23/2020 -- LC Amendment	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/10/2019 -- ANNUAL REPORT	View image in PDF format
04/06/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
08/09/2016 -- Florida Limited Liability	View image in PDF format

NON-EXCLUSIVE LICENSE TO USE AGREEMENT
BETWEEN
CITY OF TREASURE ISLAND, FLORIDA AND SUNCOAST BEACHCAMS, LLC

THIS NON-EXCLUSIVE LICENSE TO USE AGREEMENT (hereinafter referred to as "License") is made this _____day of_____, 2026, by and between the CITY OF TREASURE ISLAND ("the City"), a municipal corporation of the State of Florida, having its principal place of business at 10451 Gulf Boulevard, Treasure Island, Florida 33706, and SUNCOAST BEACHCAMS, LLC ("Licensee"), a Florida corporation, having its principal place of business at 410 S. Orleans Avenue, Tampa, Florida 33606 (collectively, the "Parties").

WITNESSETH

WHEREAS, the City holds certain publicly owned and controlled lands in trust for the public located within the City of Treasure Island; and

WHEREAS, Licensee is granted permission to install, fund and operate a webcam at the Beach Pavilion located at 8000 West Gulf Boulevard, Treasure Island, FL 33706; and

WHEREAS, the City has determined that there will be a public benefit by granting this Non-Exclusive Agreement to Licensee for the limited purpose of providing a webcam be installed on the Beach Pavilion; and

WHEREAS, there is a need for limitations and standards on any Non-Exclusive License to ensure the safety and welfare of the general public on the public beach or at the Beach Pavilion; and

WHEREAS, Licensee, by executing this License, consents to and does hereby agree to be bound by all conditions of the granting of this License;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements, and other good and valuable consideration, as set forth herein, the City and Licensee agree as follows:

1. **Recitals Acknowledged**. The foregoing recitals are true and correct and are incorporated in this License by reference.

2. **Purposes, Scope, Uses, Equipment, Safety.** The principal purpose of the City granting the privileges under this License is to permit the Licensee to install, fund and operate a webcam at the Beach Pavilion to monitor surf conditions and is strictly limited to the following conditions:

   a. **Permitted Use Areas:** Treasure Island Beach Pavilion, 8000 West Gulf Boulevard, Treasure Island, Florida 33706 ("Permitted Use Areas"). Licensee is prohibited from operating the webcam outside of the Permitted Use Area.

b. **Permitted Uses:** The Licensee is permitted to provide a webcam to monitor surf conditions. Licensee is prohibited from installing any other equipment, other than the webcam camera on City property without authorization from the City of Treasure Island.

Installation, Operation, Maintenance, Repairs. Licensee agrees that it will be solely responsible, financially and otherwise, for the installation, operation, maintenance, and repair of the webcam in the Permitted Use Areas. The city will not provide any technical or maintenance staff for this equipment. Licensee shall keep webcam and associated equipment in good working condition.

Audio use is not permitted on the website to protect the privacy of beachgoers and facility users.

The installation of the equipment must be performed by a licensed contractor. Contractors will be required to obtain all applicable permits from the Community Development Department. The Licensee is required to provide the Internet Service Provider and to provide the funds for the installation and applicable monthly costs.

The City of Treasure Island will not be responsible for the equipment, for any reason including inclement weather such as lightning strikes, severe weather, salt air, vandalism, etc. The Licensee will be responsible for the removal of the equipment and any repairs to city property that were caused by the installation or removal of the equipment at the end of the agreement, regardless of who terminates the agreement.

c. **Severe Thunderstorm, Tornado, Tropical Storm or Hurricane Warning**: In the event a severe thunderstorm warning or tornado warning is issued by the National Weather Service for the Treasure Island area, Licensee must secure and remove Licensee's equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee shall remove all webcams and associated equipment from the Permitted Use Areas and store same outside of the City.

3. **Term of Agreement.** The initial term ("Term") of this License shall be for a term of three (3) years, beginning on the effective date of this License and terminating three (3) years thereafter unless otherwise extended. Upon expiration of the initial term, this License may be automatically renewed twice for a period of one (1) year each ("Renewal Term"), unless at least thirty (30) days prior to the renewal date either party gives written notice of its intent not to continue the License.

4. **Fees and Payments; Business Tax Receipt**.

(a) Licensee shall pay the City $35.00 per month plus applicable sales tax for installation of the webcam on City property
(b) If applicable, the Licensee shall be required to obtain and keep current a Local Business Tax License with the City for operations of the webcam.

5. **No Waiver of Applicable Regulations**. Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable federal, state and local laws and regulations. Prior to using the Permitted Use Areas and throughout the term of this License, the Licensee further agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida pertaining to any licenses and permits as may be required by law for the operation of its business. The Licensee will use the designated Permitted Use Areas only for the purposes stated and no unlawful uses will occur whatsoever.

6. **Encumbrances**. The granting of this License does not vest in the Licensee any interest in the Permitted Use Areas, as defined in this License. The Licensee will not mortgage, encumber or lien the Permitted Use Areas, and the Licensee will not cause or create any interests in real estate or any encumbrances upon any such real property.

7. **Hold Harmless, Indemnity, and Release**. The Parties recognize that Licenses is an independent contractor. Licensee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, and nonperformance of the duties of the Licensee under this Licensee, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Licensee's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Licensee against the City, and Licensee hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Licensee to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this License, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this License, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this License.

Subject to the limitations set forth in this section, Licensee shall assume control of the defense of any claim asserted by a third party against the City for which Licensee is obligated to indemnify, defend, and hold harmless the City under this section and, in connection of such defense, shall appoint lead counsel in each case at Licensee's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Licensee of any of its obligations hereunder. If Licensee assumes control of the defense of any third party claim in accordance with this section, Licensee shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Licensee shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim

seeks an injunction or equitable relief against the City; or (c) Licensee has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the License activities and Licensee's equipment. The City, in its sole discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License. This indemnification provision will survive three (3) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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a. **Comprehensive General Liability Insurance**: Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Areas and the operations to be conducted on the Permitted Use Areas including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 products/completed operation aggregate.

b. **Workers Compensation Insurance**: Licensee will maintain adequate workman's compensation insurance in the amounts as required by law for employees. The limits will be statutory for Worker's Compensation.

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10. TERMINATION. THIS LICENSE IS SUBJECT TO, AND THE LICENSEE

ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY THE CITY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON. THE CITY, IN ITS SOLE DISCRETION, WILL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY' S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.

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12. **Construction of License**. The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in the License, that this License and any of its provisions will be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.

11. **Governing Law.** The terms and provisions of this License shall be governed by, and construed and enforced in accordance with the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be in Pinellas County, Florida, for all purposes, to which the Parties expressly agree and submit.

13. **Entire Agreement**. The License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and/or agreements, whether written or verbal, between the Parties. This License may be modified or revoked at any time, for any, reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee' s address provided in this License. The obligations in this License will survive the termination of this License. This License is governed by Florida laws and venue for purposes for any legal action will lie in Pinellas County.

14. **Severability.** If, for any reason, any part, term or provision of this License is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular provision held to be invalid.

15. **Notices**. Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: **Suncoast Beach Cams LLC, 410 S. Orleans Avenue, Tampa, FL 33606**, and/or delivered to the Licensee's Registered Agent. The time of rendition of such notice or communication is the time when the notice is mailed or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **City Manager, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, FL 33706**, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, and the change of address notice is effective upon receipt.

16. **E-Verify**. Licensee shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Licensee throughout the term of this License; and (b) all persons, including subcontractors, retained or hired by Licensee, regardless of compensation, to perform work under this License.

17. **Public Records**. Licensee agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which

are considered public records under Florida law include, but are not limited to: records related to the entry, management and implementation of the License itself; emails/correspondence between the City and the Licensee related to the License; emails or correspondence from all other entities related to the License (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Licensee agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and

b. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law; and

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Licensee agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Licensee will promptly provide the City with a copy of any request to inspect or copy public records that Licensee receives with a copy of the Licensee's response to each request. The Licensee understands and agrees that failure to provide access to the public records will be material breach of the License and grounds for termination.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Tel: (727) 547-4575
Fax: (727) 547-4582
cityclerk@mytreasureisland.org

IN WITNESS WHEREOF, the Parties have executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: _____
Charles VanZant, City Manager

Attest:

_____
Lisa-Marie Kennedy, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

SUNCOAST BEACHSCAMS, LLC

By: _____

Printed Name: Garret King

As its: Title Manager

WITNESSES:

_____

Printed Name: ANA L. KING

_____

Printed Name: G A. Gannon

AGENDA ITEM NO. G.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 3, 2026

SUBMITTED BY: Mike Baker, Parks & Recreation

ITEM TYPE: Request to Commission

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract and General Conditions for the Annual Run for the Beaches 5K Fun Run between the City of Treasure Island and Run for the Beaches, Inc.

BACKGROUND:

The City Commission previously approved and authorized the City Manager to enter into a contract with the Isle of Capri Civic Association (ICCA) to host the Annual Run for the Beaches 5K Run/Walk. The race begins and ends at the start/finish line located on the beach behind the Bilmar Beach Resort, 10650 Gulf Boulevard. Participants proceed south approximately 1.55 miles along the beach to the turnaround point near 83rd Avenue before returning to the finish line. Subsequently, Jennifer Byrne, President of the Isle of Capri Civic Association, terminated the contract between the City and ICCA for the Annual Run for the Beaches event.

In February 2024, event organizers Carrie Auerbach, Carol Braddy, and Barbara Higgins incorporated the event as Run for the Beaches, Inc., a Florida not-for-profit corporation organized under Section 501(c)(4). The corporation's stated purpose is to promote, educate, and support sustainability and environmental initiatives, marine and wildlife rescue efforts, and organizations focused on the betterment of the community.

The event's primary sponsor, the Thunderbird Beach Resort, sustained storm-related damage and is currently closed. As a

result, the City and Run for the Beaches, Inc. executed a contract amendment in 2025 relocating the post-race party to the Gulf Front Parking Lot.

POLICY/PURPOSE:

Commission approval is required to approve the Annual Run for the Beaches 5K Run/Walk contract between the City of Treasure Island and Run for the Beaches, Inc.

STRATEGIC PLAN RELEVANCE:

COMMUNITY, Goal 1: Create a vibrant, active, walkable, engaging and thriving community that welcomes locals, families, visitors and tourists.

ANALYSIS/DISCUSSION:

The contract provides that the City will close Gulf Front Park Lot to accommodate the Event's pre-race registration and after-party activities. The lot will be closed from 5:30 a.m. to 1:00 p.m. on the day of the event for these purposes. The after-party will feature food trucks and local restaurants, nonprofit organization, and live entertainment by a band.

The City previously approved a sponsorship contribution of $3,500 for the 2025 race. Due to rising costs associated with staging and performance fees, staff recommends increasing the sponsorship amount to an amount not to exceed $4,000 to support expenses related to the after-party musical entertainment.

FUNDING:

Run for the Beaches 5K Run/Walk donates fifty percent (50%) of the net proceeds from the event to benefit and promote community driven sustainability actions and projects. Run for the Beaches, Inc. is required to reimburse the City for all attributed Police, Fire and Parks & Recreation personnel costs associated with the race event.

MOTION:

I move to approve and authorize the City Manager to enter into a Contract and General Conditions for the Annual Run for the Beaches 5K Fun Run between the City of Treasure Island and Run for the Beaches, Inc. and authorize the City Manager to exercise the renewal term(s) as outlined in the contract.

ATTACHMENTS:

Contract_Run for the Beaches_26.pdf

CITY OF TREASURE ISLAND

CONTRACT AND GENERAL CONDITIONS FOR THE ANNUAL RUN FOR THE BEACHES 5K FUN RUN/WALK

This **CONTRACT** ("CONTRACT"), entered into on this 3rd day of March, 2026 ("Effective Date"), by and between the **CITY OF TREASURE ISLAND, FLORIDA** ("CITY"), a Florida municipal corporation with its principal address at 10451 Gulf Blvd, Treasure Island, FL 33706, and the ("CONTRACTOR"), a Florida corporation with its principal place of business at 119500 4th Street East, Treasure Island, FL 33706 (collectively, the "Parties"), who, in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 - SCOPE OF CONTRACT

RUN FOR THE BEACHES 5K AND 1MILE FUN RUN/WALK ON _THE PUBLIC BEACH

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR for the general conditions for operation of the Annual Run for the Beaches 5K Fun Run/Walk on the public beach (hereinafter the "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 - TERM AND DATES OF APPLICABILITY

I. The EVENT shall first be held on Saturday, December 12, 2026, and thereafter may be renewed for four additional one-year terms by mutual agreement of the Parties, with any renewal years' date to be determined by the Parties and scheduled and approved through the CITY's Parks and Recreation Department (hereinafter, all dates on which the EVENT is scheduled shall be referred to as the "EVENT DATE").

2. On an EVENT DATE, the EVENT shall start at 5:30 am and finish by 12:30 pm, with the race occurring at 8 am and ending at 10am.

3. This CONTRACT governs CONTRACTOR's rights and obligations in connection with the EVENT from the commencement of each EVENT setup to the conclusion of the EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY, by no later than two (2) weeks prior to an EVENT DATE, a detailed site plan and schedule of the EVENT, which must include the agreed upon times of the specific EVENT, to the CITY's Parks and Recreation Director for review by the Community Improvement Director, Police Chief and Fire Chief. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

4. The EVENT area is limited to the public beach from behind the Thunderbird Resort at 10700 Gulf Blvd to approximately 83rd Ave and W Gulf Blvd. The number of participants in each EVENT is up to 700 people. The turnaround and finish lines will be marked with flags. The beach will remain open to the public during an EVENT DATE. The CONTRACTOR will be required to provide volunteers along the race route to prevent beachgoers from crossing the course and to ensure participant use the turnaround point. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

5. Gulf Front Park Lot, located at 10400 Gulf Blvd, Treasure Island, FL 33706, will be closed from 7:00am to 1:00pm to hold the Event's pre-race registration and after party. The after-party will include food trucks, non-profit organizations vendors and a music band.

ARTICLE 3 - TERMINATION OR SUSPENSION OF THE CONTRACT

I. Termination by Either Party

Either party may terminate this CONTRACT, with or without cause and without penalty or expense to the terminating party, upon five(5) calendar days' written notice to the other party. Upon expiration of such time period, this CONTRACT shall be deemed terminated, all obligations under this CONTRACT shall cease. If the EVENT is rescheduled, this CONTRACT is not applicable to dates other than those specified in Article 2, unless expressly agreed to in writing by the CITY.

2. Termination by the CITY

The CITY may terminate this CONTRACT with cause at any time immediately upon written notice to CONTRACTOR, if: (a) CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified in this CONTRACT; (b) CONTRACTOR fails to perform in the manner called for in this CONTRACT; or (c) if necessitated by an emergency, as determined by the CITY. In its sole discretion, the CITY may allow CONTRACTOR an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CITY's written notice of termination to CONTRACTOR shall state the time period, if any, in which cure is permitted and other appropriate conditions, if applicable.

ARTICLE 4 - OBLIGATIONS OF THE CITY

1. The CITY is not requiring CONTRACTOR to hire off duty police officers or private security guards for any of the approved EVENTS. Any and all incidents will be handled by on-duty police officers.

2. The City shall sponsor an amount of no more than $4,000.00 for the Event's after-party music band ("Band"). The Band will set up at Gulf Front Park and preform during the Event's after-party.

ARTICLE 5 - OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to get all necessary approval from the Florida Department of Environmental Protection and the Florida Fish Wildlife Commission prior to each EVENT set-up and provide the CITY with any and all approval documentation prior to each EVENT.
2. CONTRACTOR is responsible to provide staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the EVENT. Throughout the EVENT and at the conclusion of the EVENT, the EVENT area must be cleaned and free from trash and debris and returned to the condition in which they were originally found. CONTRACTOR will be responsible for keeping the event area clean and free from trash. CONTRACTOR and its volunteers will be responsible for emptying trash receptacles and disposing of trash bags in the community center dumpster. Any additional cleanup attributed to the EVENTS will be conducted by the CITY and CONTRACTOR will reimburse the CITY for any and all of this additional work related to the EVENT.
3. No sale of alcohol will be permitted on the public beach.
4. No sale of food will be permitted on the public beach.
5. Up to ten 10 feet x 10 feet tents shall be permitted for sponsors and non-profit organizations. CONTRACTOR is responsible for obtaining the necessary permits from the CITY's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, or use of any inflatable start/finish lines, as applicable and consistent with the CITY's Code of Ordinances and City Resolutions.
6. CONTRACTOR may use a small portable sound system for pre-race communications and announcements. Should any electric installation become necessary, whether temporary or permanent, it must be permitted and installed by a licensed electrical CONTRACTOR and inspected by the City of Treasure Island Building Division prior to use.
7. CONTRACTOR, vendors, performers, and EVENT participants must adhere to and comply with all applicable Federal, State, and local laws, regulations, and ordinances. CONTRACTOR shall be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers, or EVENT participants.
8. All activities associated with each EVENT must begin at 5:30 am and conclude at 12:30 pm.
9. No parking will be allowed on the beach. Parking for EVENT participants will be available on a first come first serve bases at City Hall, the Community Center, and surrounding areas. Staff will provide 250 parking passes to the CONTRACTOR to distribute to race participants and volunteers for City owned parking lots.
10. The Contractor will be permitted one (1) City-operated vehicle and one (1) utility vehicle on the beach for the Event's set up, breakdown, and transportation of supplies. The utility vehicle is only permitted when in use and may not park or stand idle on the beach. Under no circumstances may any vehicle remain on the beach after the Event's conclusion, including during the after-party. Nothing in this License authorizes Licensee to violate state law. Specifically, "Vehicular traffic" across the public beach is strictly prohibited pursuant to

Florida Statutes 161.58, as cited in the Modified Final Summary Judgment Declaratory Relief and Permanent Injunction entered in Tahitian Treasure Island, LLC, et al. vs. City of Treasure Island, Pinellas County Case No. 13-011287-CI (hereinafter the"Injunction"). Licensee is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statute.

11. CONTRACTOR is responsible for providing water station(s) along the course for water and hydration.

12. CONTRACTOR will provide staff or volunteers on the EVENT course at the water station and turnaround location.

13. CONTRACTOR will marginalize the use of single-use plastics.

14. CONTRACTOR will be required to reimburse the CITY for all attributed costs associated with the EVENT.

15. CONTRACTOR agrees to recognize the CITY as a sponsor of each EVENT in all race publications, advertisements, and promotional materials.

16. CONTRACTOR shall provide fifty percent of all the net profits produced from the Event to the City. In consideration of Contractor's faithful performance, the City agrees to use all net-profits received from Contractor pertaining to the 2026 Event to fund the environmental projects as agreed upon by Contractor and the City.

17. CONTRACTOR shall make all reasonable efforts to secure additional Event parking to offset the loss of parking resulting from the closure of Gulf Front Park Lot.

ARTICLE 6 - INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding twenty-one (21) days from the date the injury or damage is discovered or should have been reasonably discovered. This notice shall provide sufficient detail to enable the other party to investigate the matter. Licensee shall ensure that all participants in the EVENT have a signed release and that release must include the following provision:

"I **hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Treasure Island, its members, officers, servants, representatives, agents, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that** I **may sustain to my person and/or my property while participating in the 5K Fun Run/Walk (the "Event") activities while utilizing public property.** I **am fully aware of the risks and hazards connected with my participation, including the risk of injuries which could cause death.** I **AM VOLUNTARILY PARTICIPATING IN THE EVENT ON PUBLIC PROPERTY AND ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained as a result of my participation. Parents or legal guardians of minor children (under 18 years of age) participating in this Event shall indicate consent to this Waiver & Release on their child's**

behalf by signing their child's name and the parent's name in the space provided below."

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the Event. The City, in its sole discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License.

ARTICLE 7 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

CONTRACTOR shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this CONTRACT and that, in any manner, could bear on the work performed under this CONTRACT including, but not limited to all rules and regulations related to safety and compliance therewith. The CITY shall have no authority to direct, oversee, or instruct CONTRACTOR's employees, volunteers, or any other individuals performing this CONTRACT. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from this CONTRACT shall not relieve CONTRACTOR of its obligations to comply with all laws fully and completely. Upon request, CONTRACTOR shall furnish to the CITY certificates of compliance with all such laws, orders and regulations., including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes
- All CITY ordinances

ARTICLE 8 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The Parties recognize that CONTRACTOR is an independent contractor. CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance or nonperformance of the duties of the CONTRACTOR regarding the EVENT or in the performance of or non-performance of its obligations under this CONTRACT, whether or not due to or caused by the negligence of the CITY, its commissioners, mayor, officers, employees, agents and attorneys. CONTRACTOR's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of CONTRACTOR against the CITY, and CONTRACTOR hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this CONTRACT, and specifically this provision requiring CONTRACTOR to indemnify the CITY, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the CITY beyond the CITY's expressed written contractual obligations contained within this CONTRACT, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this CONTRACT, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this CONTRACTOR.

Subject to the limitations set forth in this Article 8, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY for which CONTRACTOR is obligated to

indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third-party claim in accordance with this Article 8, CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (b) the third party claim seeks an injunction or equitable relief against the CITY; or (c) CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

2. Certificate of Insurance

CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT. CONTRACTOR shall furnish The CITY with proof of insurance coverage, at least five (5) days prior to the first day of the EVENT as follows:

- A policy naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000) of General Liability Insurance;
- The name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY at least five (5) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- The Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverage's required in this CONTRACT; and
- If the CONTRACTOR sells food at the EVENT, a Certificate of Insurance with a food policy must also be provided to the CITY at least five (5) days prior to the EVENT.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Governing Law and Venue

This CONTRACT shall be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this CONTRACT shall be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions.

2. Attorneys' Fees and Costs

In the event of legal action or other proceeding arising under this CONTRACT, the CITY shall be entitled to recover from CONTRACTOR all its reasonable attorneys' fees and costs incurred by the CITY in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The CITY also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the CITY. The reasonable costs to which the CITY will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying

costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

3. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this CONTRACT shall be in accordance with and be governed by the laws of the State of Florida. If any provision or part of this CONTRACT is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this CONTRACT shall be treated as though the invalidated portion(s) had never been a part hereof. The Parties agree that this CONTRACT shall be reformed to replace the invalidated portion(s) thereof with a valid and enforceable provision(s) that most closely reflects the original intent of the invalidated provision(s).

4. Assignment and Construction of Contract

The terms and provisions of this CONTRACT shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, CONTRACTOR's rights and obligations under this CONTRACT may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the CITY's prior written consent. The CITY may assign its rights and obligations under this CONTRACT to any successor to the rights and functions of the CITY or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the CITY deems necessary or advisable under the circumstances. The Parties agree that in any event of litigation concerning the construction of this CONTRACT or interpretation of any language used in this CONTRACT, that this CONTRACT and any of its provisions shall not be construed against the CITY by virtue of this CONTRACT having been drafted by the CITY.

5. Permits

CONTRACTOR is responsible for obtaining any and all permits necessary to perform the requirements of this CONTRACT, at its own expense and prior to such performance.

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability

CONTRACTOR is liable for all obligations under this CONTRACT.

8. No Third-Party Beneficiaries

This CONTRACT is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the CITY, nor shall it be construed as enforceable by any third parties.

9. Termination

This CONTRACT is subject to, and CONTRACTOR acknowledges that this CONTRACT is revocable at will by the CITY, that it is subject to being withdrawn and terminated by the CITY at any time, for any reason, upon five (5) calendar days' written notice provided by the CITY to CONTRACTOR as provided for herein. The CITY, in its sole discretion, shall have the authority to determine whether to terminate this CONTRACT, and CONTRACTOR agrees that the CITY's discretion in any termination of this CONTRACT shall not be subject to judicial review or challenge, but shall be final.

10. Non-Reliance

CONTRACTOR understands and agrees that it has not and will not rely upon any grant or promise of grant of this CONTRACT in any manner whatsoever, including but not limited to, the expenditure or investment of funds.

11. Waiver

Failure to insist upon strict compliance with any terms, covenants or conditions of the CONTRACT shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration, or modification of any of the provisions of the CONTRACT, or cancellation or replacement of this CONTRACT, shall not be valid unless in writing and signed by the parties.

12. Notices

All notices required or made pursuant to this CONTRACT shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to the CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to CONTRACTOR:
Run for the Beaches
11950 4th St. E.
Treasure Island, FL 33706

With required copy to:
Ralf Brookes, Attorney
1217 E. Cape Coral #107
Cape Coral, FL 33904

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

13. Headings and Section References

The headings and section references in this CONTRACT are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

14. E-Verify

CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the CONTRACT. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of CONTRACTOR. CONTRACTOR may not enter into a contract with a subcontractor to perform work under this CONTRACT unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this CONTRACT, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this CONTRACT. The CITY may terminate this CONTRACT for cause if the CITY determines that CONTRACTOR or CONTRACTOR's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The CITY will terminate this CONTRACT for cause if the CITY has a good faith belief that

CONTRACTOR has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the CITY has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but CITY determines that CONTRACTOR otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the CITY will notify CONTRACTOR as such, and CONTRACTOR must immediately terminate CONTRACTOR'S contract with said subcontractor. If this CONTRACT is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this CONTRACT and may not be considered as such; (b) CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the CONTRACT is terminated; and (c) CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of the CONTRACT.

15. Force Majeure

Neither party shall be liable for its non-performance, or delayed performance, in whole or in part, if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, whether foreseeable or not.

16. Amendments

This CONTRACT may not be amended or modified except in writing, executed by the Parties.

17. Authority

The Parties represent and warrant that each is authorized to enter into this CONTRACT without the consent and joinder of any other party and that the individuals executing this CONTRACT have full power and authority to bind their respective party to the terms hereof.

18. Counterparts

This CONTRACT may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

19. Public Records

CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the CONTRACT itself; emails/correspondence between the CITY and the CONTRACTOR related to the CONTRACT; emails or correspondence from all other entities related to the CONTRACT (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT; and

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law; and

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives with a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be material breach of the CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Treasure Island, 10451 Gulf Blvd. Treasure Island, FL 33706, Tel: (727) 547-4575, Fax: (727) 547-4582, cityclerk@mytreasureisland.org

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF the Parties have executed the CONTRACT as of the Effective Date.

CITY: The City of Treasure Island

_____
Charles Van Zant, City Manager

ATTEST:

_____
Lisa Marie-Kennedy, City Clerk

CONTRACTOR: Run for the Beaches

_____
Valerie Acree, President

WITNESS:

_____

Name:_____

WITNESS:

_____

Name:_____

AGENDA ITEM NO. G.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 3, 2026

SUBMITTED BY: Mike Baker, Parks & Recreation

ITEM TYPE: Request to Commission

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract and General Conditions for the Annual Tampa Bay SportsFest 2026 between the City of Treasure Island and SportsFest, Inc.

BACKGROUND:

The Florida Corporate SportFest, Inc. held the first Tampa Bay Corporate SportsFest in Clearwater Beach and has been coordinating the annual team building event over the past forty (40) years in Pinellas County. The annual Tampa Bay Corporate SportsFest has been held in the City of Treasure Island on the public beach since April 2022.

Upwards of 4,000 attendees and 200 employee teams from Tampa Bay Companies and Organizations participate in the annual Tampa Bay Corporate SportsFest.

The event was previously produced by SportsFest, Inc. In preparation for the 2026 event, Founder and Executive Director Dave Baughman transferred ownership of the event to Prem Persuad. Prem is the President of SSOVA, Inc., the organization with which the City currently contracts for sand volleyball tournaments.

Parks and Recreation staff met with Prem Persuad to talk about City expectations and ensure the event is carried out in a professional manner.

POLICY/PURPOSE: Commission approval is requested to host the Annual Tampa Bay Corporate SportsFest in Treasure Island.

STRATEGIC PLAN RELEVANCE: COMMUNITY, Goal 1: Create a vibrant, active, walkable, engaging and thriving community that welcomes locals, families, visitors and tourists.

ANALYSIS/DISCUSSION:

The Annual Tampa Bay Corporate SportsFest will be held on Saturday, April 25, 2026, on the public beach from 104th to 107th Avenue. Opening Ceremonies begin at 9:00am with the competition from 9:30 am to 4:00 pm. Competitions will include volleyball, tug-of-war, corn toss, dodgeball, and surf & turf relays. Other activities will include a DJ, bar and food trucks. The Tampa Bay Corporate SportsFest has invited the Mayor and Commissioners to participate in the Opening Ceremonies.

Tampa Bay Corporate SportsFest will promote the City of Treasure Island as the host city through a regional promotional campaign. The City's logo will be added to all promotional material including social media, website, publications, etc....

Event setup and breakdown will be held as follows:

- Setup of the event will start on Saturday, April 18th through Saturday, April 24th from 9:00 am to 5:00 pm
- Event will be held on Saturday, April 25th from 9:00 am to 4:00 pm
- Breakdown will occur at the conclusion of the competition and will be completed by 9:00 pm on Saturday, April 25, 2026. All commercial equipment including tents, staging, tables and chairs will be secured for safety and removed from the beach on Monday, April 27, 2026, by 5pm.

Tampa Bay Corporate SportsFest is required to maintain adequate walking lanes and pathways for beachgoers, emergency and service vehicles to access the beach.

Non-Motorized Trailers

- SportsFest utilize four (4) 18-foot enclosed trailers to store event equipment will be brought to the beach on Saturday, April 18th and then parked as designated on the site plan through Sunday, April 26, 2026.
- SportsFest is requesting a designated utility trailer staging area for vendor trailers directly behind Gulf Front Park from Saturday, April 26th through Sunday, April 27, 2025.

Motorized Vehicles

- No vehicles will be permitted to park overnight or drive on the public beach other than for the approved hours for setup and breakdown.
- Food trucks will be allowed on the beach on the day of the event only. Food trucks can setup no earlier than 7:00am and be removed from the beach no later than 6:00pm on Saturday, April 25, 2026.
- Two (2) 4 wheel drive pickup trucks will be permitted for setup and breakdown from April 18 through April 27, 2026 between the hours of 9:00 am to 5:00 pm. No vehicles other than utility vehicles and food trucks will be permitted on the beach on the day of the event.
- Up to six (6) utility vehicles will be permitted on the beach to be used for setup, breakdown and on the day of the event from 9:00 am to 5:00 pm from April 18 through April 27, 2026.
- Commercial equipment vendors trucks will be permitted to drive on the beach for setup and breakdown of equipment only.
- Vehicles are prohibited to drive over the mobility mat.

The event coordinator must obtain a permit from the Florida Department of Environmental Protection (FDEP) and the Florida Fish Wildlife Commission (FWC) to hold the event on the public beach. Additionally, written approval from the Division of State Lands under the existing Memorandum of Understanding is required.

Tampa Bay Corporate SportsFest has provided the following Safety Plan:

- Treasure Island Fire Department will provide for a two-person dedicated EMS unit at the First Aid Tent on standby during the event.
- The Treasure Island Police Department will assign two dedicated Officers to the event.

- Tampa Bay Corporate SportsFest will provide a certified lifeguard for the Surf & Turf Relay. As this competition extends from the event area west to the shoreline. Tampa Bay Corporate SportsFest will need to coordinate with Taylor Beach Services to relocate or move cabanas during the event.
- Tampa Bay Corporate SportsFest will provide two (2) security guards overnight Friday, April 24 to oversee the event area.

Tampa Bay Corporate SportsFest shall adhere to City Ordinances prohibiting animals, glass, grills or open flames, and smoking on the beach. The event organizer should also adhere to the Leave No Trace and signage ordinance. Tampa Bay Corporate SportsFest organizers shall notify all participating teams and sponsors of the above ordinances prior to the day of the event.

Attendees will utilize the restroom facilities at Gulf Front Park. Additionally, the event organizer will provide no less than eight

(8) portable toilets to be stationed at Gulf Front Park and as determined by the Parks and Recreation Department.

Tampa Bay Corporate SportsFest staff and volunteers will distribute trash bags to all teams, distribute trash cans throughout the event area, bag trash and place in a designated location in the event area. Parks and Recreation Department staff will dispose of the trash from the designated location. Tampa Bay Corporate SportsFest will coordinate with Keep Pinellas Beautiful/TI Adopt-A-Beach to clean the beach after the event and restore the beach to pre-event condition.

All About Food Trucks will be providing the food concessions during the event and will obtain the necessary licenses, permits and insurance for the sale of food on the public beach. Copies of the licenses and Certificates of Insurance shall be provided to the Parks and Recreation Department a minimum of one week prior to the event date.

SportsFest is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured

entity at a level no less than One Million Dollars ($1,000,000).

Each SportsFest sponsor is provided a 10x10 tented booth on the day of the event. There will also be up to six (6) non-food vendors utilizing 10x10 tents. Tents larger than 10x10 will require a permit from Community Development Department.

The event organizer will utilize up to fifteen (15) 20x20 tents for various competitions and concessions. The FDEP and the City of Treasure Island Community Development Department will need to approve tents larger than 10x10. The event organizer will be responsible for the costs associated with permits for the applicable 20x20 tents, which is to be obtained through the Community Development Department.

St Petersburg College is a SportsFest sponsor. Parking at the Gibbs Campus is the designated offsite parking and shuttle location for participants. Between 12-15 shuttle buses will operate between the hours of 7:00 am and 6:00 pm to transport participants and guests to and from the event area. The Treasure Island Community Center is the designated drop off and pick up location. Other event participants will park in public and private metered parking lots at the applicable rate.

SportsFest is requesting to rent thirty (30) spaces reserved for VIP and staff parking at the City Hall south parking lot on the day of the event. The event organizer will coordinate with the Finance Department to reserve the parking spaces and pay the applicable fee. The event organizer will be required to cone off and man the parking area on the day of the event.

The term of the contract is to include SportsFest on Saturday, April 25, 2026, with a renewal term of three additional one-year terms for the annual event. Each subsequent year's dates will need to be scheduled and approved through the Parks and Recreation Department. Any significant requests for changes to the contract for the annual race will need to be approved by the City Commission.

FUNDING:

The Adopted Fee Schedule states that all events on public

property or the public beach which are open to the public for fee or not, or for profit or not, require City Commission approval, Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission

If the event is approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

1. Low Impact - $1,000
2. Medium Impact - $2,500
3. High Impact - $5,000

SportsFest will be responsible for paying the High Impact Special Event Fee and reimburse the City of Treasure Island for all staff costs associated with the event as published in the annual Adopted Fee Schedule.

The Treasure Island Fire Department will provide for a two-person dedicated EMS unit on standby during the event.

The Treasure Island Police Department will assign two dedicated Officers to the event.

The Parks and Recreation Department will provide two staff members for trash disposal.

MOTION: I move to approve and to authorize the City Manager to enter into a contract with SportsFest, Inc. to host the Annual Tampa Bay Corporate SportsFest on Treasure Island public beach from 104th to 107th Avenue, contingent upon approval from the Florida Department of Environmental Protection.

ATTACHMENTS:
Tampa Bay Corporate Sportfest 2026 Contract and General Conditions .pdf

CITY OF TREASURE ISLAND

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF TAMPA BAY CORPORATE SPORTSFEST

This **CONTRACT** ("CONTRACT"), entered into on this ____ day of _____, 2026 "Effective Date"), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a Florida municipal corporation with its principal address at 10451 Gulf Blvd, Treasure Island, FL 33706 ("CITY") and **SPORTSFEST, INC.**, a Florida for-profit corporation with its principal place of business at 1945 20th Street South, St. Petersburg, FL 33712("CONTRACTOR") (collectively, the "Parties"), who, in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

SportsFest, INC.

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR for the general conditions for operation of the 40th Annual Tampa Bay Corporate SportsFest (hereinafter the "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 – TERM AND DATES OF APPLICABILITY

1. The EVENT shall be held on April 25, 2026, with setup on April 18, 2026 through April 24, 2026 and breakdown from the end of the EVENT on April 25, 2026 through April 27, 2026 (hereinafter, all dates on which the EVENT is scheduled shall be referred to as the "EVENT DATE").

2. On April 25, 2026, the EVENT shall start at 9:00 am and finish by 4:00 pm. Setup will occur daily from April 18, 2026 through April 24, 2026 between 9:00 am to 5:00pm.

Breakdown and clean-up will begin immediately after the EVENT on April 25, 2026, at 4:30pm and continue until 9:00 pm. Breakdown of commercial stage and tents may continue on April 27, 2026, from 9:00 am to 5:00 pm. All breakdown and EVENT cleanup shall be completed by April 27, 2026, at 5:00pm.

3. This CONTRACT shall commence and be effective on the Effective Date until EVENT breakdown on April 27, 2026, at 5:00 pm, unless terminated sooner as provided herein. This Contract may be renewed upon mutual written agreement of the Parties for up to three additional one-year terms for the annual event. Any significant requests for changes to the contract for the annual event will need to be approved by the City Commission. This CONTRACT shall govern CONTRACTOR's rights and obligations in connection with the EVENT from the commencement of the EVENT setup to the conclusion of all EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY, by no later than two (2) weeks prior to the first EVENT DATE, a detailed site plan and schedule of the EVENT, which shall include the agreed upon set-up date/times through breakdown of the EVENT to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

4. The EVENT area shall be limited to the public beach from the public beach access at 104th Ave to 107th Ave, Treasure Island, FL 33706. The beach shall remain open to the public during the EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by Either Party
Either party may terminate this CONTRACT, with or without cause and without penalty or expense to the terminating party, upon five (5) calendar days' written notice to the other party. Upon expiration of such time period, this CONTRACT shall be deemed terminated, and all obligations under this CONTRACT shall cease. Upon expiration of such time period, this CONTRACT shall be deemed terminated, all obligations under this CONTRACT shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination. If the EVENT is rescheduled, this CONTRACT is not applicable to dates other than those specified in Article 2, unless expressly agreed to in writing by the CITY.

2. Termination by CITY
The CITY may terminate this CONTRACT with cause at any time immediately upon written notice to CONTRACTOR, if: (a) CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified in this CONTRACT; (b) CONTRACTOR fails to perform in the manner called for in this CONTRACT; or (c) if necessitated by an emergency, as determined by the CITY. In its sole discretion, the CITY may allow CONTRACTOR an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CITY's written notice of termination

to CONTRACTOR shall state the time period, if any, in which cure is permitted and other appropriate conditions, if applicable.

ARTICLE 4 - OBLIGATIONS OF THE CITY

The CITY shall allow CONTRACTOR to leave its competition related equipment on the beach overnight from April 18, 2026 through April 27, 2026, subject to the requirements provided in Article 5.

ARTICLE 5 – OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT, beginning at set up time no earlier than 9:00 am on April 18, 2026, through the final breakdown of the EVENT, no later than 5:00 pm on April 27, 2026. See Article 8 for more information regarding insurance.
2. CONTRACTOR is required to get all necessary approval from the Florida Department of Environmental Protection ("FDEP") and the Florida Fish and Wildlife Conservation Commission ("FWC") prior to the EVENT set up and provide the CITY with any and all approval documentation. The FDEP permit must be posted conspicuously on site from 9:00 am on April 18, 2026, through 5:00 pm on April 27, 2026.
3. CONTRACTOR is responsible to provide staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the EVENT. Throughout the EVENT and at the conclusion of the EVENT, the EVENT area must be cleaned, free from trash and debris, and returned to the condition in which it was originally found. CONTRACTOR shall be responsible for keeping the EVENT area clean and free from trash. CONTRACTOR and its staff or volunteers will be responsible for emptying trash receptacles and coordinating with Parks and Recreation staff to dispose of trash bags. If the CITY has to perform additional clean up to return the EVENT area to its original condition, the CONTRACTOR shall reimburse the CITY for such additional clean up at the rates defined in the CITY's fee schedule.
4. If the CONTRACTOR sells food on the beach in conjunction with the EVENT, the CITY must receive a Certificate of Insurance. See Article 8 for more information regarding insurance. Food trucks will be required to be on the beach by no later than 9am the morning of the EVENT and must be off the beach each day by no later than 9pm. Food trucks may only be located in the areas marked on the site map for such use attached as Exhibit A.
5. CONTRACTOR is responsible for obtaining the necessary permits from the CITY's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, as applicable and consistent with the CITY's Code of Ordinances and City Resolutions.
6. CONTRACTOR is permitted to leave equipment on the beach overnight from April 18, 2026 through April 27, 2026, so long as CONTRACTOR has received approval from

FDEP and FWC. Areas should be marked on the site plan and not block hotel guest views. On Friday Afternoon, April 24th, several vendors and suppliers will deliver their equipment onto the beach in preparation of Saturday's event. Vendors will be escorted by CONTRACTOR from beach access to site location and back to beach access area. These include sound equipment, towable generator, corn toss equipment trailer and BOTE equipment trailer. Only the trailers identified in Exhibit A will be allowed to remain on the beach in the EVENT area overnight. Vendors and suppliers may return after 4pm on Saturday, April 25th, during breakdown to pick up their equipment and trailers during the designated breakdown hours. CONTRACTOR will escort vendors on the beach.

7. CONTRACTOR shall provide a minimum of eight (8) portable toilets to be stationed by the Gulf Front Park bathroom facility. The required number of portable toilets will be at the discretion of the CITY for the EVENT. Portable toilets must be depicted on a detailed site plan, as required by Article II of this CONTRACT.

8. CONTRACTOR, vendors, performers, and EVENT participants must adhere to and comply with all applicable Federal, State, and local laws, regulations, and ordinances. CONTRACTOR shall be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers, and EVENT participants.

9. All activities associated with the EVENT shall follow the following schedule and shall begin and conclude at the hour indicated below:

April 18 through April 24	Setup	(9:00am-5:00pm)
April 25	Competition	(9:00am-4:00pm)
	Breakdown	(4:30pm-9:00pm)
April 27	Breakdown (Commercial Equipment)	(9:00am-5:00pm)

11. The CITY shall not waive parking meter fees for the EVENT. The CONTRACTOR will pre pay for 30 parking spaces in the South City Hall parking lot at the normal parking rates for VIP's, vendors, and event directors.

12. No parking of motorized vehicles shall be allowed on the beach.

13. Except as specifically provided in this CONTRACT, the CITY prohibits the use of all vehicles on the Public Beach in connection with the activities authorized under this CONTRACT. However, in the interest of public safety, the CONTRACTOR is permitted to use six (6) utility vehicles for the setup and tear down of the EVENT. Additionally, the CONTRACTOR and its employees will be permitted to drive the utility vehicles for transporting supplies/trash during the Event. The CONTRACTOR must adhere to the use of the specified beach accesses located at Treasure Island Gulf Front Park located at 10400 Gulf Boulevard, Treasure Island, FL 33706 or beach access area between 11000 Gulf

Boulevard (Treasure Sands Condominium) and 10810 Gulf Boulevard, Treasure Island, FL 33706 (Treasure Island Beach Resort).

However, nothing in this CONTRACT authorizes CONTRACTOR to violate state law. Specifically, "Vehicular traffic" across the Public Beach is strictly prohibited pursuant to section 161.58, Florida Statutes, as cited in the Modified Final Summary Judgment-Declaratory Relief and Permanent Injunction entered in *Tahitian Treasure Island, LLC, et al. vs City of Treasure Island*, Pinellas County Case No. 13-011287-CI (hereinafter the "Injunction"). CONTRACTOR is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.

14. The CONTRACTOR will use two (2), 4-wheel drive trucks during set-up and breakdown to tow and place heavier trailers and move equipment on and off the beach.
15. The CONTRACTOR is authorized to park non-motorized trailers for equipment storage on the beach from 9:00 am on April 18, 2026, through 5:00 pm on April 27, 2026.
16. The CONTRACTOR shall abide by all City Ordinances.
17. The CONTRACTOR will supply a Beach Entrance Attendant: On Saturday morning of the event, beginning at 7 am, Sportsfest will assign a staff member to monitor the entrance to the beach, only allowing a list of designated vehicles and drivers to access the beach as indicated on Exhibit A. No vehicles are allowed to park on the beach on during the EVENT. The vehicles are allowed to deliver supplies in the morning and then are required to leave the beach and park in a city parking lot. Trailers not used for events are to be parked on other side of mobility mat as marked on Exhibit A.
18. The CONTRACTOR will cone off the mobility mat to prevent setup and breakdown vehicles from driving over it.
19. The CONTRACTOR shall hire private security guards for the EVENT

ARTICLE 6 – INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding twenty-one (21) days from the date the injury or damage is discovered or should have been reasonably discovered. This notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 7 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

CONTRACTOR shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this CONTRACT and that, in any manner, could bear on the work performed under this CONTRACT including, but not limited to all rules and regulations related to safety and compliance therewith. The CITY shall have no authority to direct, oversee, or instruct CONTRACTOR's employees, volunteers, or any other individuals performing this CONTRACT. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from this CONTRACT shall not relieve CONTRACTOR of its obligations to comply with all laws fully and completely. Upon request, CONTRACTOR shall furnish to the CITY certificates of compliance with all such laws, orders and regulations., including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes
- All CITY ordinances

ARTICLE 8 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The Parties recognize that CONTRACTOR is an independent contractor. CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance or nonperformance of the duties of the CONTRACTOR regarding the EVENT or in the performance of or non-performance of its obligations under this CONTRACT, whether or not due to or caused by the negligence of the CITY, its commissioners, mayor, officers, employees, agents and attorneys. CONTRACTOR's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of CONTRACTOR against the CITY, and CONTRACTOR hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this CONTRACT, and specifically this provision requiring CONTRACTOR to indemnify the CITY, is intended to nor shall it be

construed as an additional waiver of sovereign immunity by the CITY beyond the CITY's expressed written contractual obligations contained within this CONTRACT, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this CONTRACT, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this CONTRACTOR.

Subject to the limitations set forth in this Article 8, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY for which CONTRACTOR is obligated to indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third-party claim in accordance with this Article 8, CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (b) the third party claim seeks an injunction or equitable relief against the CITY; or (c) CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

2. Certificate of Insurance

CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT, beginning at set up time no earlier than 9:00 am on April 18, 2026, through the final breakdown of the EVENT, no later than 5:00 pm on April 27, 2026. CONTRACTOR shall furnish The CITY with proof of insurance coverage, at least five (5) days prior to the first day of the EVENT as follows:

- A policy naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000) of General Liability Insurance;
- The name of the insurer, the number of the policy, its effective date, and its termination date;

- Statement that the insurer will mail notice to the CITY at least five (5) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- The Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverage's required in this CONTRACT; and
- If the CONTRACTOR sells food at the EVENT, a Certificate of Insurance with a food policy must also be provided to the CITY at least five (5) days prior to the EVENT.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Governing Law and Venue

This CONTRACT shall be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this CONTRACT shall be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions.

2. Attorneys' Fees and Costs

In the event of legal action or other proceeding arising under this CONTRACT, the CITY shall be entitled to recover from CONTRACTOR all its reasonable attorneys' fees and costs incurred by the CITY in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The CITY also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the CITY. The reasonable costs to which the CITY will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

3. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this CONTRACT shall be in accordance with and be governed by the laws of the State of Florida. If any provision or part of this CONTRACT is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this CONTRACT shall be treated as though the invalidated portion(s) had never been a part hereof. The Parties agree that this CONTRACT shall be reformed to replace the invalidated portion(s) thereof with a valid and enforceable provision(s) that most closely reflects the original intent of the invalidated provision(s).

4. Assignment and Construction of Contract

The terms and provisions of this CONTRACT shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, CONTRACTOR's rights and obligations under this CONTRACT may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the CITY's prior written consent. The CITY may assign its rights and obligations under this CONTRACT to any successor to the rights and functions of the CITY or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the CITY deems necessary or advisable under the circumstances. The Parties agree that in any event of litigation concerning the construction of this CONTRACT or interpretation of any language used in this CONTRACT, that this CONTRACT and any of its provisions shall not be construed against the CITY by virtue of this CONTRACT having been drafted by the CITY.

5. Permits

CONTRACTOR is responsible for obtaining any and all permits necessary to perform the requirements of this CONTRACT, at its own expense and prior to such performance.

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability

CONTRACTOR is liable for all obligations under this CONTRACT.

8. No Third-Party Beneficiaries

This CONTRACT is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the CITY, nor shall it be construed as enforceable by any third parties.

9. Termination

This CONTRACT is subject to, and CONTRACTOR acknowledges that this CONTRACT is revocable at will by the CITY, that it is subject to being withdrawn and terminated by the CITY at any time, for any reason, upon five (5) calendar days' written notice provided by the CITY to CONTRACTOR as provided for herein. The CITY, in its sole discretion, shall have the authority to determine whether to terminate this CONTRACT, and CONTRACTOR agrees that the CITY's discretion in any termination of this CONTRACT shall not be subject to judicial review or challenge, but shall be final.

10. Non-Reliance

CONTRACTOR understands and agrees that it has not and will not rely upon any grant or promise of grant of this CONTRACT in any manner whatsoever, including but not limited to, the expenditure or investment of funds.

11. Waiver

Failure to insist upon strict compliance with any terms, covenants or conditions of the CONTRACT shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration, or modification of any of the provisions of the CONTRACT, or cancellation or replacement of this CONTRACT, shall not be valid unless in writing and signed by the parties.

12. Notices

All notices required or made pursuant to this CONTRACT shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to the CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to CONTRACTOR:
SPORTSFEST INC.
1945 20th Street South
St. Petersburg, FL 33712

With required copy to:
Ralf Brookes, Attorney 1217 E. Cape Coral #107
Cape Coral, FL 33904

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

13. Headings and Section References

The headings and section references in this CONTRACT are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

14. E-Verify

CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the CONTRACT. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of CONTRACTOR. CONTRACTOR may not enter into a contract with a subcontractor to perform work under this CONTRACT unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this CONTRACT, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this CONTRACT. The CITY may terminate this CONTRACT for cause if the CITY determines that CONTRACTOR or CONTRACTOR's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The CITY will

terminate this CONTRACT for cause if the CITY has a good faith belief that CONTRACTOR has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the CITY has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but CITY determines that CONTRACTOR otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the CITY will notify CONTRACTOR as such, and CONTRACTOR must immediately terminate CONTRACTOR'S contract with said subcontractor. If this CONTRACT is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this CONTRACT and may not be considered as such; (b) CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the CONTRACT is terminated; and (c) CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of the CONTRACT.

15. Force Majeure

Neither party shall be liable for its non-performance, or delayed performance, in whole or in part, if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, whether foreseeable or not.

16. Amendments

This CONTRACT may not be amended or modified except in writing, executed by the Parties.

17. Authority

The Parties represent and warrant that each is authorized to enter into this CONTRACT without the consent and joinder of any other party and that the individuals executing this CONTRACT have full power and authority to bind their respective party to the terms hereof.

18. Counterparts

This CONTRACT may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

19. Public Records

CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the CONTRACT itself; emails/correspondence between the CITY and the CONTRACTOR related to the CONTRACT; emails or correspondence from all other entities related to the CONTRACT (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT; and

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law; and

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives with a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be material breach of the CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Treasure Island, 10451 Gulf Blvd. Treasure Island, FL 33706, Tel: (727) 547-4575, Fax: (727) 547-4582, cityclerk@mytreasureisland.org

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF the Parties have executed the CONTRACT as of the Effective Date.

CITY: The City of Treasure Island

_____
Charles Van Zant, City Manager

ATTEST:

_____
Lisa Marie-Kennedy, City Clerk

CONTRACTOR: SPORTSFEST, INC.

_____
Prem Persaud, Director

WITNESS:

_____

Name:_____

WITNESS:

_____

Name:_____

Exhibit A
Site Map



AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	Braydon Evans, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	A Quasi-Judicial Proceeding - VAR-000595-2026 - 9980 Gulf Blvd - Approval of one (1) variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool at a Gulf front property.
BACKGROUND:	Property history and background is detailed in the provided staff report.
POLICY/PURPOSE:	The power and authority to grant variances to waterfront yards abutting the Gulf or public beach rests solely with the City Commission. The purpose of this item is to allow the City Commission to determine whether a hardship does or does not exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances for a variance request to Sec. 68-458 to permit the installation of a 6-foot open fence along a portion of the waterfront property line.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	The attached staff report provides an analysis of the variance criteria outlined in Sec. 70-221.
FUNDING:	N/A
MOTION:	The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and moves to **[ ] APPROVE**

[ ] DENY

[ ] TABLE

[ ] APPROVE WITH CONDITIONS

A variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool.

ATTACHMENTS:
Staff Report VAR-000595-2026.pdf
Completed Variance Application VAR-000595-2026.pdf

CITY OF TREASURE ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
10451 GULF BLVD
TREASURE ISLAND, FL 33706
(727) 547-4575

PLANNING AND ZONING BOARD
VARIANCE REQUEST
CASE NO.: VAR-000595-2026
MARCH 3, 2026

DESCRIPTION	Approval of one (1) variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool abutting a public beach.
SITE LOCATION:	9980 Gulf Blvd
PARCEL ID #:	26-31-15-43459-000-0001
LEGAL DESCRIPTION:	ISLAND INN CONDO
PROPERTY OWNER:	ISLAND INN CONDO ASSN INC C/O CMR INC 9980 GULF BLVD TREASURE ISLAND, FL 33706
PROJECT SITE:	

GENERAL INFORMATION:

Future Land Use:	Resort Facilities High (RFH)
Zoning:	RFH-50
Adjacent Property (Use):	
North: Parking Lot (R/OS)	East: Residential (RFM-30)
South: Residential (RFH-50)	West: Beach (P)
Site Area:	64,003 Sq. Ft. (Approx 1.46 Acres)
Flood Zone:	AE-11, Flood Insurance Rate Map Community Panel No. 12103C0194H

REQUEST:

The applicant seeks approval of one (1) variance to Sec. 68-458 to allow a 6-foot tall open fence along the southernmost 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool.

Request	Standard	Proposed	Variance	Magnitude
Fence Height	4-Feet	6-Feet	2-Feet	+50%

PROPERTY HISTORY/SUMMARY:

The subject property was constructed in 1976 and contains 106 condo-motel units. The site has approximately 350 linear feet of public beach frontage, abuts a public beach access corridor immediately to the south, and neighbors a public parking lot immediately to the north. A private swimming pool is located in the southwest corner of the subject property adjacent to both the rear property line and the abutting public beach access path, the swimming pool is developed a setback of approximately 6-feet from the waterfront property line. Prior to 2025, the existing seawall provided a sufficient safety barrier around the swimming pool; following beach renourishment after the 2024 hurricane season, the resulting elevation of the beach on the outside of the seawall provides minimal safety as pedestrians are able to step directly over the seawall. The existing grade on the inside of the seawall is approximately 32-inches from the top of the seawall. The maximum allowable height for a fence within the waterfront yard is 4-feet, measured from the lowest grade on either side of the fence. As permitted by code, this would allow a fence to extend 12-inches above the top of the existing seawall. Based on the applicants provided narrative, the subject request is in response to multiple events involving pedestrians gaining access to the private pool, raising safety concerns for the residents and management of the subject property. In addition to being adjacent to a public beach, proximity to the public beach access and public parking lot results in an influx of pedestrian activity near the subject property and increases the safety concerns expressed by the applicant.

TREASURE ISLAND CODE OF ORDINANCES:

Per Section 70-221 of the Land Development Regulations the power and authority to grant variances within waterfront yards abutting the Gulf of Mexico or public beach will be solely within the jurisdiction of the City Commission. No variance may be granted unless the applicant establishes, by substantial competent evidence, the following criteria:

1. A literal enforcement of the provisions of this article would result in extreme hardship due to the unique nature of the project and the applicant's property.
2. The variance being sought to be granted is the minimum variance that will make possible the reasonable use of the applicant's property; and
3. The granting of the requested variance will be in harmony with the general intent and purpose of the chapter and will not be injurious to the area involved or otherwise detrimental or of adverse effect to public interest and welfare.

Per *Section 68-512 of the Land Development Regulations* the minimum required setback shall be 5-feet from the waterfront property line for properties bordering the Gulf of Mexico or public beach.

Section 68-458 states that all fences or walls within a waterfront setback shall not exceed a three-foot solid or four-foot open fence.

Section 68-2 defines an open fence as a fence with horizontal or vertical openings not less than three and a half inches and such that a four-inch-diameter sphere cannot pass through any opening between intermediate pickets not greater than one and one half-inch cross sections. Any solid perimeter supporting rails shall not exceed six-inches.

CONSISTENCY WITH REVIEW CRITERIA:
The criteria for reviewing a variance for approval or denial is contained in the City of Treasure Island Land Development Regulations – Sec. 70-221. Staff's analysis of the review criteria outlined in the Land Development Regulations is provided below. The applicant's narrative is included in this agenda packet as a separate attachment.

1. ***The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.***
   The variance being requested is set forth within the City's Land Development Regulations and under the purview of the Planning and Zoning Board.

2. ***Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.***
   The existing placement of the swimming pool, being 6-feet foot behind the waterfront property line, complicates the ability to place a fence at the required 5-foot waterfront setback. Additionally, the location of the public beach access along the subject property's southern property line increases the amount of pedestrian traffic in proximity to the private pool.

3. ***Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land.***
   Strict application of the land development regulations would not allow for the applicant to properly secure access to the private swimming pool located adjacent to the public beach.

4. ***The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.***
   The resulting elevation on the outside of the seawall is the result of beach renourishment, which is not the result of the actions of the applicant. As a result of beach nourishment, grade level on the seaward side of the seawall to be less than one-foot on average to the top of the seawall.

5. ***The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.***

   Due to the resulting grade of the public beach on the outside of the existing seawall following beach renourishment, a 4-foot fence as measured from the grade level inside the seawall does not provide enclosure of private property that is consistent with similar properties. A 4-foot fence located on the inside of the seawall as permitted, would provide 17-inches of height above the seawall on the outside of the

property. The requested variance is the minimum variance that enables the property owner to achieve similar fence height to what is standardly permitted without installing a fence with custom measurements.

6. ***Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances: Redevelopment; Substandard lot(s); Neighborhood character; Public facilities; Architectural and/or engineering considerations.***
   Redevelopment *– Not applicable. No redevelopment of the subject property is requested.*

   Substandard lot(s) *– Not applicable. The parcel meets the minimum width, depth, and area for the RFH-50 Zoning District.*

   Neighborhood character *– With the exception of the abutting public parking lot to the immediate north, the surrounding beachfront parcels primarily contain single-family residences with select instances of small-scale apartment or condominium land use types.*

   Public facilities *– The subject property is located directly north of a public beach access path and directly south of a public parking lot, both maintained by the City of Treasure Island*

   Architectural and/or engineering considerations *– Not applicable. The subject application does not include structural alterations.*

7. ***The granting of the variance will be in harmony with the general intent and purpose of this chapter.***
   The granting of this variance is in harmony with the general intent and purpose of this chapter by protecting public safety and order.

8. ***The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.***
   There is no evidence that the proposed variance will create adverse impacts to the adjacent parcels or surrounding neighborhood.

STAFF RECOMMENDATION:
Based on the analysis of the criteria above, staff recommends **APPROVAL** of one (1) variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool.

ATTACHMENTS:
1. Project Location Map
2. Flood Insurance Rate Map
3. Project Site Plan
4. Rendering of Proposed Improvements
5. Application

CITY OF TREASURE ISLAND - CITY COMMISSION
DEVELOPMENT ORDER

HEARING DATE: MARCH 3, 2026
CASE NO. VAR-000595-2026
LOCATION: 9980 GULF BLVD., TREASURE ISLAND, FL 33706
PARCEL ID #: 26-31-15-43459-000-0001

The City Commission has determined that the variance application

___ DOES
___ DOES NOT

meet ALL of the criteria set forth in Sec. 70-221 of the Treasure Island Code of Ordinances as set forth in the quasi-judicial hearing record including the application, staff report, and other record evidence and testimony presented and discussed at the hearing, and:

[ ] APPROVES THE VARIANCE AS REQUESTED
[ ] DENIES THE VARIANCE

NOTE: pursuant to City Code section 70-221(8) "No application requesting the same or substantially similar relief or approval for the same property may be submitted for a period of one year following the date of denial by the appropriate board in the matter"

[ ] CONTINUES THE APPLICATION TO _____
[ ] APPROVES THE VARIANCE AS FOLLOWS WITH CONDITIONS:

A request for one (1) variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool.

1. The installed 6-foot fence shall be an open fence as defined in Sec. 68-2 of the Land Development Regulations.
2. The installed 6-foot fence shall be located on the inside of the existing seawall.
3. The approved variance shall apply only to the portion of the waterfront yard located within the southernmost 87 linear feet of the waterfront property line
4. A chain link fence shall not be erected within the waterfront yard.
5. This variance approval shall be contingent on the location of the existing swimming pool, removal of or reconstruction of the swimming pool at a conforming setback shall render this variance approval null and void.

_____ _____
Mayor or Vice Mayor Date
City Commission

ATTEST:

_____
Lisa-Marie Kennedy, Clerk

NOTICE: NOTICE: Persons aggrieved by this quasi-judicial Order may appeal to the Circuit Court on or before thirty (30) days from the date of this Order pursuant to LDC Section 70-243 (Judicial Remedy) and the Florida Rules of Appellate Procedure.

CITY OF TREASURE ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
10451 GULF BLVD
TREASURE ISLAND, FL 33706



Attachment 1. Project Location Map

Case No.: VAR-000595-2026
Address: 9980 Gulf Blvd
City of Treasure Island, Florida

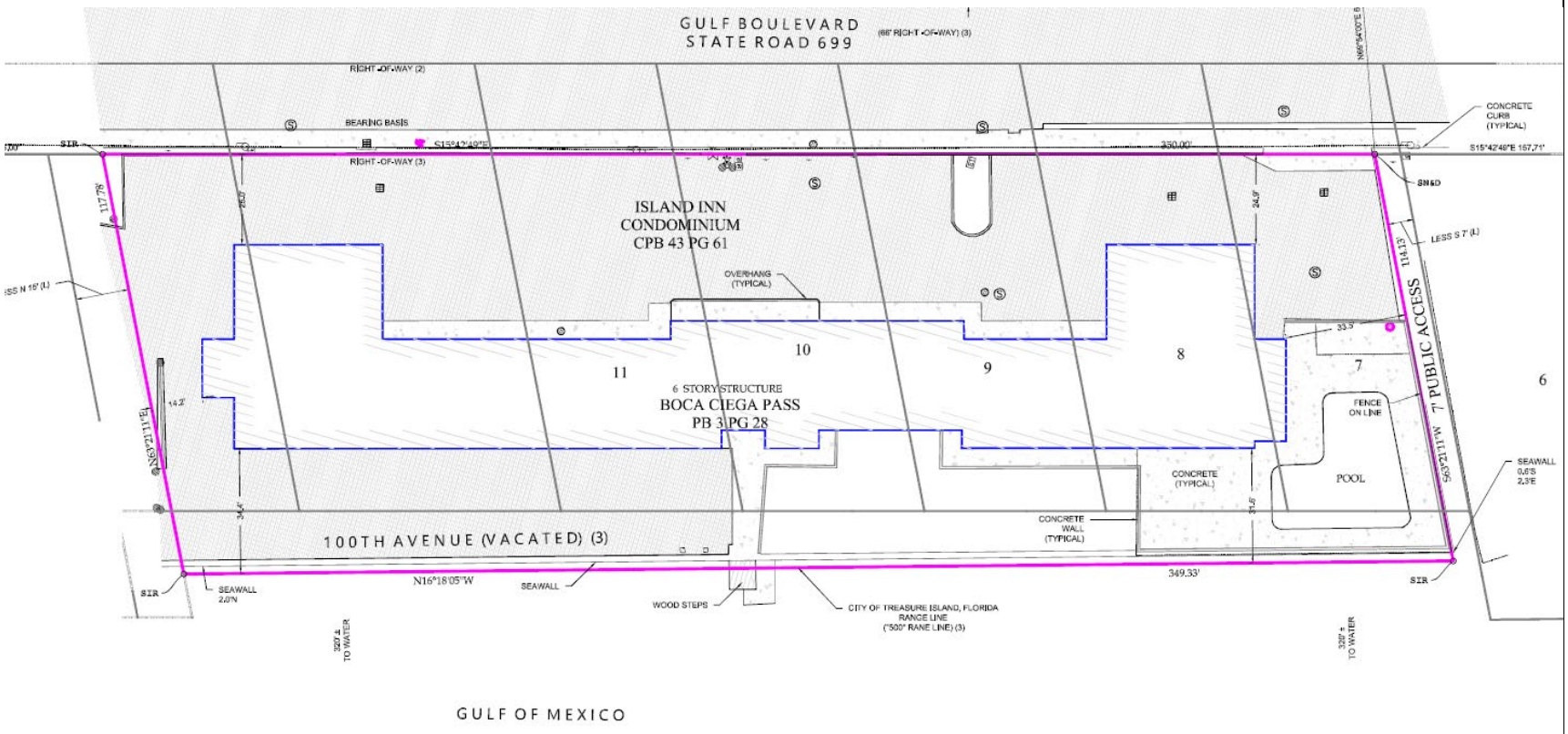
N



Attachment 2. Flood Insurance Rate Map

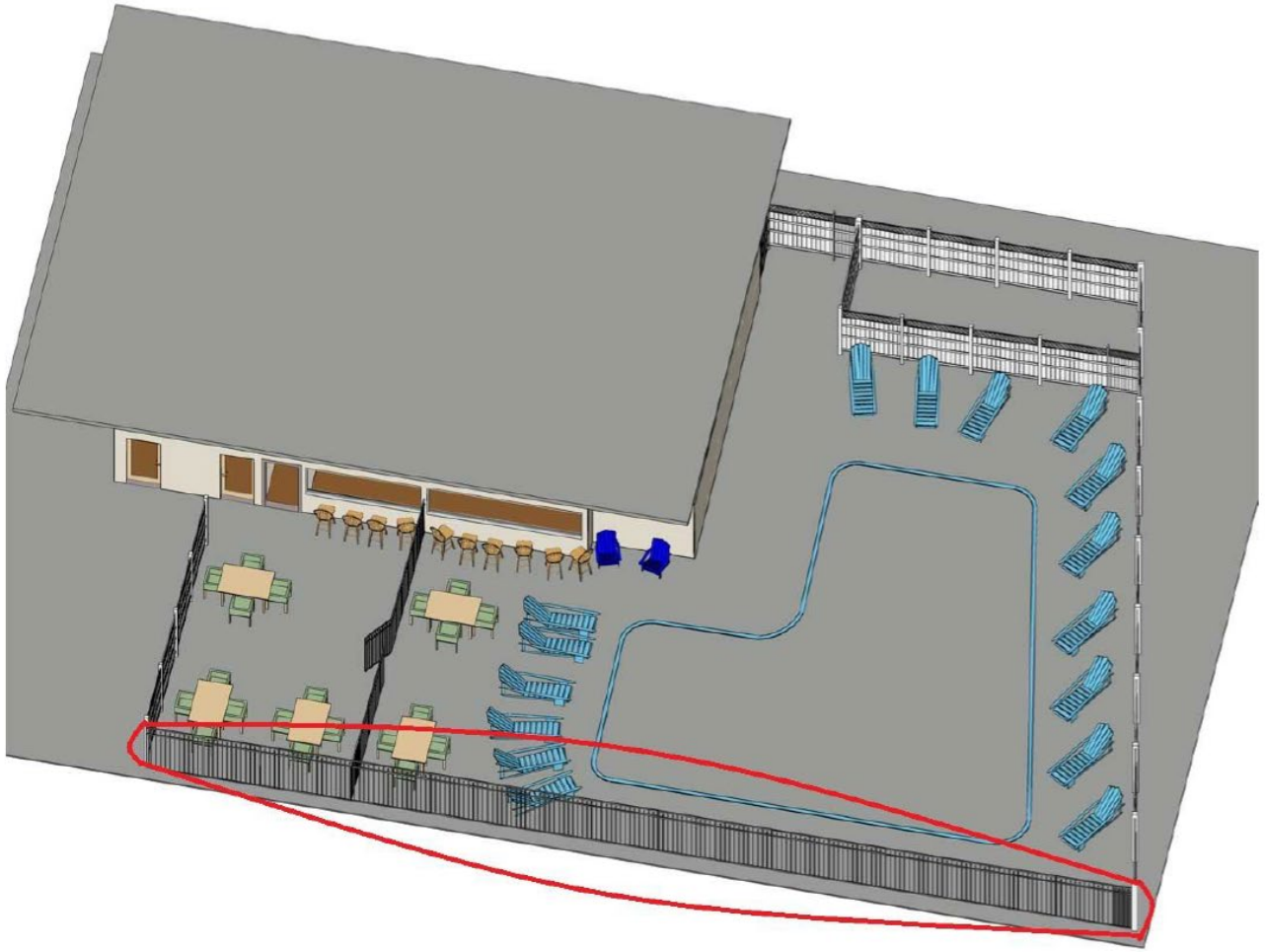
Case No.: VAR-000595-2026
Address: 9980 Gulf Blvd
City of Treasure Island, Florida

N



Attachment 3. Project Site Plan

Case No.: VAR-000595-2026
Address: 9980 Gulf Blvd
City of Treasure Island, Florida



Attachment 4. Rendering of Proposed Improvements

Case No.: VAR-000595-2026
Address: 9980 Gulf Blvd
City of Treasure Island, Florida

Case Number: _____

City of Treasure Island Planning and Zoning Board or City Commission Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners: 102 Condo Owners

Address: 9980 Gulf Blvd, Treasure Island FL 33706

9980 Gulf Blvd, Treasure Island FL 33706

Phone: _____

Fax: _____

Email: admin@islandinn.online

Agent: John Aucamp

Address: 9980 Gulf Blvd #102, Treasure Island FL 33706

9980 Gulf Blvd #102, Treasure Island FL 33706

Phone: 2015959313

Fax: _____

Email: admin@islandinn.online

List all Legal Owner(s) of Property: Attached

Attached

Complete legal description (may be placed on attached separate page): Attached

Attached

Development Name: Island Inn Condominium Association, Inc.

Site Location/Address: 9980 Gulf Blvd, Treasure Island, FL 33706

Area of Development (Acreage or Square Feet) _____

Parcel Identification Number (list all): Attached

Application Request: Increase of fence height along waterfront property line, specifically to secure pool area.

Increase of fence height along waterfront property line, specifically to secure pool area.

Future Land Use Designation _____ Proposed Future Land Use _____

Current Zoning _____ Proposed Zoning _____

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

_____ 1-19-2026

Owner/Agent Date

Name	Parcel Number	Short Legal
ISLAND RESORT LLC	26-31-15-43459-000-1010	ISLAND INN CONDO UNIT 101
ISLAND INN CONDO MOTEL ASSN INC	26-31-15-43459-000-1020	ISLAND INN CONDO UNIT 102
ASHER, DAVID WILLIAM TRE / ASHER, AZRA TRE / ASHER, DAVID & AZRA LIV TRUST	26-31-15-43459-000-2010	ISLAND INN CONDO UNIT 201
FERNANDEZ, FRANS A	26-31-15-43459-000-2020	ISLAND INN CONDO UNIT 202
RACZKOWSKI, EDWARD / RACZKOWSKI, TERESA	26-31-15-43459-000-2030	ISLAND INN CONDO UNIT 203
NADELHAFT, CAROL R	26-31-15-43459-000-2050	ISLAND INN CONDO UNIT 205
FIELD OF BLUE LLC / GRASSY BRANCH LLC	26-31-15-43459-000-2060	ISLAND INN CONDO UNIT 206
AUSTIN, SARA M	26-31-15-43459-000-2070	ISLAND INN CONDO UNIT 207
HERMAN, NATALIA MARIANNA	26-31-15-43459-000-2080	ISLAND INN CONDO UNIT 208
HERMAN, NATALIA MARIANNA	26-31-15-43459-000-2090	ISLAND INN CONDO UNIT 209
BRYANT, FRANCIS L / BRYANT, NERINGA E	26-31-15-43459-000-2100	ISLAND INN CONDO UNIT 210
RYAN, MAUREEN J	26-31-15-43459-000-2110	ISLAND INN CONDO UNIT 211
ACADEMICA&RUN LLC	26-31-15-43459-000-2120	ISLAND INN CONDO UNIT 212
MTW LAND LLC	26-31-15-43459-000-2130	ISLAND INN CONDO UNIT 213
ISLAND RESORT LLC	26-31-15-43459-000-2140	ISLAND INN CONDO UNIT 214
MERRILL, THOMAS H / MERRILL, CONSTANCE J	26-31-15-43459-000-2150	ISLAND INN CONDO UNIT 215
ASHER, DAVID WILLIAM TRE / ASHER, AZRA TRE / ASHER, DAVID & AZRA LIV TRUST	26-31-15-43459-000-2160	ISLAND INN CONDO UNIT 216
PRODIGY PRIDE LLC	26-31-15-43459-000-2170	ISLAND INN CONDO UNIT 217
ASHER, DAVID WILLIAM TRE / ASHER, AZRA TRE / ASHER, DAVID & AZRA LIV TRUST	26-31-15-43459-000-2180	ISLAND INN CONDO UNIT 218
ERNDL, KATHY	26-31-15-43459-000-2190	ISLAND INN CONDO UNIT 219
DAVIDS ISLAND INN 220 LLC	26-31-15-43459-000-2200	ISLAND INN CONDO UNIT 220
ISLAND RESORT LLC	26-31-15-43459-000-2210	ISLAND INN CONDO UNIT 221
NATIONWIDE INVESTMENT PROPERTIES LLC	26-31-15-43459-000-3010	ISLAND INN CONDO UNIT 301
DAVIDS ISLAND INN 302 LLC	26-31-15-43459-000-3020	ISLAND INN CONDO UNITS 302 & 304
PRODIGY PRIDE LLC	26-31-15-43459-000-3030	ISLAND INN CONDO UNIT 303
ANDREASSON, ASA TERESE MARLENE	26-31-15-43459-000-3060	ISLAND INN CONDO UNIT 306
ROGUE VALLEY LLC TRE / 9980 GULF 307 LAND TRUST	26-31-15-43459-000-3070	ISLAND INN CONDO UNIT 307
BARRINA, VITO / BARRINA, AMANDA E	26-31-15-43459-000-3080	ISLAND INN CONDO UNIT 308
THOMPSON, THEOLENE	26-31-15-43459-000-3090	ISLAND INN CONDO UNIT 309
BUBACK, KENNETH J TRE / BUBACK, LINDA E TRE / BUBACK FAMILY TRUST	26-31-15-43459-000-3100	ISLAND INN CONDO UNIT 310
MEARS, RICHARD R TRE / MEARS, MARILYN C TRE / MEARS FAMILY TRUST	26-31-15-43459-000-3120	ISLAND INN CONDO UNIT 312
BERISH, GREGORY / BERISH, YVETTE F	26-31-15-43459-000-3130	ISLAND INN CONDO UNIT 313
CLINE, STEPHANIE K	26-31-15-43459-000-3140	ISLAND INN CONDO UNIT 314
STRADY, CYNTHIA	26-31-15-43459-000-3150	ISLAND INN CONDO UNIT 315
JOHNSTON, FLETCHER S	26-31-15-43459-000-3160	ISLAND INN CONDO UNIT 316
BAXTER, WILLIAM L	26-31-15-43459-000-3170	ISLAND INN CONDO UNIT 317
STURGIS WASLEY 2002 FAMILY TRUST	26-31-15-43459-000-3180	ISLAND INN CONDO UNIT 318
STROUP, SHANE R / STROUP, VICTORIA A	26-31-15-43459-000-3190	ISLAND INN CONDO UNIT 319
SINGH, DEONARINE / SINGH, DHARAMDAI	26-31-15-43459-000-3200	ISLAND INN CONDO UNIT 320
WYNNE-LANSING, PATRICIA A LIVING TRUST / WYNNE-LANSING, PATRICIA TRE	26-31-15-43459-000-3210	ISLAND INN CONDO UNIT 321

9980 GULF BLVD COTO LAND TRUST / COTO, FRANK III TRE / COTO, NICOLE TRE	26-31-15-43459-000-3230	ISLAND INN CONDO UNIT 323
BOYD, DAVID / BOYD, SUZANNE	26-31-15-43459-000-4010	ISLAND INN CONDO UNIT 401
JSM INVESTMENT HOLDINGS 2 LLC	26-31-15-43459-000-4020	ISLAND INN CONDO UNIT 402
ALI, IMRAN / ALI, KAREN	26-31-15-43459-000-4030	ISLAND INN CONDO UNIT 403
MCDERMOTT, CARYN L / MCDERMOTT, PATRICK L	26-31-15-43459-000-4040	ISLAND INN CONDO UNIT 404
ISLAND INN VACATIONS LLC	26-31-15-43459-000-4050	ISLAND INN CONDO UNIT 405
FISCHER, MARTIN	26-31-15-43459-000-4060	ISLAND INN CONDO UNIT 406
TURKOVICS, BRIAN / QUAYLE, KEVIN	26-31-15-43459-000-4070	ISLAND INN CONDO UNIT 407
RHEINTGEN, FRANCES S TRE / RHEINTGEN, MICHAEL A TRE / HEINTGEN, FRANCES S R DECLARATION OF	26-31-15-43459-000-4080	ISLAND INN CONDO UNIT 408
CATT, CHRISTOPHER / CUMMINGS, PIA	26-31-15-43459-000-4090	ISLAND INN CONDO UNIT 409
SUN TIMES OF T I LLC	26-31-15-43459-000-4100	ISLAND INN CONDO UNIT 410
ISLAND RESORT LLC	26-31-15-43459-000-4110	ISLAND INN CONDO UNIT 411
HERMAN, NATALIA MARIANNA	26-31-15-43459-000-4120	ISLAND INN CONDO UNIT 412
AMB PROPERTY MAINTENANCE LLC SERIES ONE	26-31-15-43459-000-4130	ISLAND INN CONDO UNIT 413
PEGRON PROPERTIES LLC	26-31-15-43459-000-4140	ISLAND INN CONDO UNIT 414
PROPERTY SAVVY LLC	26-31-15-43459-000-4150	ISLAND INN CONDO UNIT 415
BUSSINAH, SHARON RENAE	26-31-15-43459-000-4160	ISLAND INN CONDO UNIT 416
HIRST, AUDREY SABINE	26-31-15-43459-000-4170	ISLAND INN CONDO UNIT 417
BOYD, MICHAEL DAVID / BOYD, ADALENE ANN	26-31-15-43459-000-4180	ISLAND INN CONDO UNIT 418
BARGOTI, KARMAL / BARGOTI, NICOLE	26-31-15-43459-000-4190	ISLAND INN CONDO UNIT 419
SARATOGA PROPERTIES LLC	26-31-15-43459-000-4200	ISLAND INN CONDO UNIT 420
DIMARE, LIANN M / COLONNA, GIAN PAOLO	26-31-15-43459-000-4210	ISLAND INN CONDO UNIT 421
LATHAM, DEBRA ROGERS / STEVENS, LAUREN ELIZABETH / STEVENS, JUSTIN	26-31-15-43459-000-4220	ISLAND INN CONDO UNIT 422
NEELY, JOHN	26-31-15-43459-000-4230	ISLAND INN CONDO UNIT 423
WALDRON, MARIAN A	26-31-15-43459-000-5010	ISLAND INN CONDO UNIT 501
CLARK, CHATRICK LAMAR / CLARK, MICHELLE	26-31-15-43459-000-5020	ISLAND INN CONDO UNIT 502
LEPORE, JEANETTE	26-31-15-43459-000-5030	ISLAND INN CONDO UNIT 503
VELJI, ALNOOR	26-31-15-43459-000-5040	ISLAND INN CONDO UNIT 504
HEBERT, LORIANN S	26-31-15-43459-000-5050	ISLAND INN CONDO UNIT 505
MULLIS, KEVIN / MULLIS, SUSAN	26-31-15-43459-000-5060	ISLAND INN CONDO UNIT 506
GALLO, GIUSEPPINA / GALLO, LUCIANO	26-31-15-43459-000-5070	ISLAND INN CONDO UNIT 507
GALLO, GIUSEPPA / GALLO, LUCIANO	26-31-15-43459-000-5080	ISLAND INN CONDO UNIT 508
FERNANDES, MANUEL / THERRIEN, JANICE	26-31-15-43459-000-5090	ISLAND INN CONDO UNIT 509
RICHARDSON, DANA M / RICHARDSON, ROBERT W	26-31-15-43459-000-5100	ISLAND INN CONDO UNIT 510
JSM INVESTMENT HOLDINGS 2 LLC	26-31-15-43459-000-5110	ISLAND INN CONDO UNIT 511
BERGIN, CYNTHIA	26-31-15-43459-000-5120	ISLAND INN CONDO UNIT 512
HERMAN, MAGDALENA URSZULA	26-31-15-43459-000-5130	ISLAND INN CONDO UNIT 513
ISLAND INN 514 LLC	26-31-15-43459-000-5140	ISLAND INN CONDO UNIT 514
NASLUND FAMILY TRUST / NASLUND, ERIC M TRE / NASLUND, GLENN E TRE	26-31-15-43459-000-5150	ISLAND INN CONDO UNIT 515
ADVANTA IRA SERVICES LLC / FINN, MICHAEL IRA #8007524 FBO	26-31-15-43459-000-5160	ISLAND INN CONDO UNIT 516
JSM INVESTMENT HOLDINGS 2 LLC	26-31-15-43459-000-5170	ISLAND INN CONDO UNIT 517

RODRIGUEZ, HECTOR / SOSA, JOAN LUGO	26-31-15-43459-000-5180	ISLAND INN CONDO UNIT 518
STETLER, SHERRY J	26-31-15-43459-000-5190	ISLAND INN CONDO UNIT 519
HOGG, RANDOLPH B / HOGG, CYNTHIA A / HOGG, TYLER GIBSON	26-31-15-43459-000-5200	ISLAND INN CONDO UNIT 520
ORTELL, ROSANNE M	26-31-15-43459-000-5210	ISLAND INN CONDO UNIT 521
LADOUCEUR, KERI / LADOUCEUR, MARC J	26-31-15-43459-000-5220	ISLAND INN CONDO UNIT 522
ALPINA INVESTMENT INC	26-31-15-43459-000-5230	ISLAND INN CONDO UNIT 523
JTCHUPKA LLC	26-31-15-43459-000-6010	ISLAND INN CONDO UNIT 601
WALLACE, KEVIN P TRE / WALLACE, ALLISON L TRE / WALLACE, KEVIN P & ALLISON L JNT TRUST	26-31-15-43459-000-6020	ISLAND INN CONDO UNIT 602
JSG ASSETS LLC	26-31-15-43459-000-6030	ISLAND INN CONDO UNIT 603
MALONE, MARTHA A	26-31-15-43459-000-6040	ISLAND INN CONDO UNIT 604
ISLAND 605 LLC	26-31-15-43459-000-6050	ISLAND INN CONDO UNIT 605
MURDOCK, PETERV	26-31-15-43459-000-6060	ISLAND INN CONDO UNIT 606
PENAREDONDO, CELSO CASTILLO TRE / PENAREDONDO, MARIA VENERANDA VEGA TRE / PENAREDONDO, CELSO & MARIA FAMILY TRUST	26-31-15-43459-000-6070	ISLAND INN CONDO UNIT 607
FERRARA, FRANK	26-31-15-43459-000-6080	ISLAND INN CONDO UNIT 608
1810 PALM INVESTMENTS LLC	26-31-15-43459-000-6090	ISLAND INN CONDO UNIT 609
CIESLAK, JOHN J / CIESLAK, DIANA G	26-31-15-43459-000-6100	ISLAND INN CONDO UNIT 610
BOYD, DAVID / BOYD, SUZANNE	26-31-15-43459-000-6110	ISLAND INN CONDO UNIT 611
HERMAN, MAGDALENA URSZULA	26-31-15-43459-000-6120	ISLAND INN CONDO UNIT 612
ISLAND INN 615 LLC	26-31-15-43459-000-6140	ISLAND INN CONDO UNIT 614
ISLAND INN 615 LLC	26-31-15-43459-000-6150	ISLAND INN CONDO UNIT 615
9980 GULF 616 LLC	26-31-15-43459-000-6160	ISLAND INN CONDO UNIT 616
RILEY, THOMAS P / RILEY, FRANCINE FORBES	26-31-15-43459-000-6200	ISLAND INN CONDO UNIT 620

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 11, 2025
Secretary of State
6444014658CC

DOCUMENT# 753890

Entity Name: ISLAND INN CONDOMINIUM ASSOCIATION, INC.

Current Principal Place of Business:

9980 GULF BLVD
102
TREASURE ISLAND, FL 33706

Current Mailing Address:

9980 GULF BLVD
102
TREASURE ISLAND, FL 33706 US

FEI Number: 59-2130015

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

DAMONTE, JONATHAN JAMES
12110 SEMINOLE BLVD.
LARGO, FL 33778 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JONATHAN JAMES DAMONTE 03/11/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP
Name	BOYD, SUZANNE
Address	9980 GULF BLVD # 102
City-State-Zip:	TREASURE ISLAND FL 33706

Title	SECRETARY
Name	MCDERMOTT, CARYN
Address	9980 GULF BLVD # 102
City-State-Zip:	TREASURE ISLAND FL 33706

Title	PRESIDENT
Name	RUBINO, BRUCE
Address	9980 GULF BLVD # 102
City-State-Zip:	TREASURE ISLAND FL 33706

Title	TREASURER
Name	BOYD, MICHAEL
Address	9980 GULF BLVD # 102
City-State-Zip:	TREASURE ISLAND FL 33706

Title	DIRECTOR
Name	STETLER, SHERRY
Address	9980 GULF BLVD # 102
City-State-Zip:	TREASURE ISLAND FL 33706

Title	LICENSED COMMUNITY ASSOCIATION MANAGER
Name	AUCAMP, JOHN
Address	9980 GULF BLVD # 102
City-State-Zip:	TREASURE ISLAND FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN AUCAMP GM-LCAM 03/11/2025

Electronic Signature of Signing Officer/Director Detail — Date

City of Treasure Island, Florida

120 108th Avenue, Treasure Island, FL 33706
Phone (727) 547-4575 Fax (727) 547-4582
www.mytreasureisland.org

VARIANCE REQUEST NARRATIVE FORM

Applicant Name: **Island Inn Condominium Association - John Aucamp**

Variance Address: **9980 Gulf Blvd #102, Treasure Island FL 33706**

Application Number (Office Use): _____

The planning and zoning board shall authorize, in specific cases, such variance from the terms of the land development regulations as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the land development regulations will result in unnecessary hardship.

The City Commission has the power to grant variances to accessory structures per subsection 68-460(3), density, parking (number or size of spaces), building height, and waterfront yards abutting the Gulf of Mexico or public beach.

The City Commission or the Planning and Zoning Board considers the following criteria to determine if a hardship exists (LDR Sec. 70-221).

All requests shall be valid for one year. To remain in effect after one-year, one of the following must have occurred:

1. *An extension of time has been approved by the approving body;*
2. *Building permits relating to the requested variance have either been applied for or granted; or*
3. *A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.*

Any requests for an extension of time relating to a variance must be in writing and received by the City Manager or designee at least three weeks prior to its expiration date in order for the request to be placed on the approving body's agenda.

The following narratives must be completed by the applicant as they relate to the variance request prior to submitting the completed application packet to the Community Development Department. Be specific in your narratives.

For any questions please email zoning@mytreasureisland.org

1. ***The variance must be in fact a variance as set forth within the Land Development Regulations and within the province of the board or commission based upon the opinion of the city manager or his designee. (example: a five-foot variance to reduce the waterfront setback on a specific address from 15 feet to 10 feet.) Please state the specific variance request(s).***

   A setback variance is requested to allow the property to erect a fence on the property line.

2. ***State the special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.***

   A fence is required to secure the pool from beach traffic. The area is right next to a public beach entry and the pool is totally unsecured - there is no way to prevent access to the pool without a fence. This is a life-safety issue as inebriated people can just walk into the pool. This is particulary dangerous at night time when our pool is unattended.
   Please see attached photos.

3. ***State the strict application of the provisions of the Land Development Regulations which would not permit the applicant reasonable use of the building; structure, or land.***

   Adhering to a setback requirement will mean that we have to erect the fence inside the pool as there is not enough space between the pool and the property line to adhere to normal setback requirements.

4. ***State the peculiar conditions and circumstances existing which are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.***

   The layout of the property requires use to erect the fence on the property boundary.

5. ***Is the variance proposed to be granted the minimum variance that will make possible the reasonable use of the building, structure, or land? Please explain.***

   Yes, the pool was built many years ago adhering to the minimum setback, if we are not able to get the setback variance for the fence, we will have to erect the fence on the edge/inside the pool which will be impractical, dangerous and unsightly.

6. ***Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the Land Development Regulations shall include, but not limited to, the following circumstances:***

a. ***Redevelopment.*** ***Does the proposed project involve the redevelopment or utilization of an existing developed or partially developed site?***

No

b. ***Substandard lot(s).*** ***Does the proposed project involve the utilization of an existing legal nonconforming lot(s)?***

No

c. ***Neighborhood character.*** ***Does the proposed project promote the established development pattern of a block face, including setbacks, building height, and other dimensional requirements?***

Yes

d. ***Public facilities.*** ***Does the proposed project involve the development of public parks, public facilities or public utilities?***

No

e. ***Architectural and/or engineering considerations.*** ***Does the proposed project utilize architectural and/or engineering features that would render the project more disaster resistant?***

No

7. ***Will the granting of this variance(s) be in harmony with the general purpose and intent of this chapter (LDR-Division 3-Variances)?***

Yes

8. ***Will the granting of the variance(s) not be injurious to the neighborhood or otherwise detrimental to the public welfare?***

It will not be injurous or detrimental. It will make the area safer.

BOUNDARY SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

DESCRIPTION:

PARCEL 1

LOTS 7,8,9,10,11,& 27, BOCA CIEGA PASS SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 28, RECORDS OF PINELLAS COUNTY, FLORIDA, AND 100TH AVENUE LYING BETWEEN SAID LOTS 11 & 27 LESS THE SOUTHERLY 7 FEET OF LOT 7 AND THE NORTHERLY 15 FEET OF LOT 27, SAID 7 FEET AND 15 FEET, BEING MEASURED ALONG GULF BOULEVARD. ALSO ALL LANDS LYING BETWEEN THE WESTERLY EXTENSION OF THE SOUTHERLY AND NORTHERLY BOUNDARIES OF THE ABOVE DESCRIBED PARCEL AND THE GULF OF MEXICO.

PARCEL 2

LOTS 14,15, & 16, LESS THE WEST 25 FEET THEREOF DEDICATED TO THE COUNTY COMMISSIONERS, BOCA CIEGA PASS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3,PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA,TOGETHER WITH VACATED STREET LYING EASTERLY OF SAID LOTS, AS SHOWN AT PLAT AND ALL OF THE SHORE FRONT LAND ABUTTING SAID STREET, BEING ALL OF SAID VACATED STREET & LAND EASTERLY OF LYING BETWEEN THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID LOT 16 EXTENDED IN A NORTHEASTERLY DIRECTION TO THE WATERS OF BOCA CIEGA BAY; LESS A PORTION THEREOF DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 16, RUN ALONG THE SOUTH LINE OF SAID LOT 16 N 63°24'09"E 191.5 FEET TO THE SHORE LINE OF BOCA CIEGA BAY NORTHERLY 4 FEET, THENCE S 62°13'39"W, 191.00 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ANY RIPARIAN RIGHTS APPERTAINING THERETO.

ACCURACY:

1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOW) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).
2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT. ALLOWABLE RELATIVE POSITIONAL ACCURACY FOR MEASUREMENTS CONTROLLING LAND BOUNDARIES ON ALTA/ACSM LAND TITLE SURVEYS IS 2 CM (0.07 FEET) PLUS 50 PARTS PER MILLION WHICH THIS SURVEY MEETS.

DATA SOURCES:

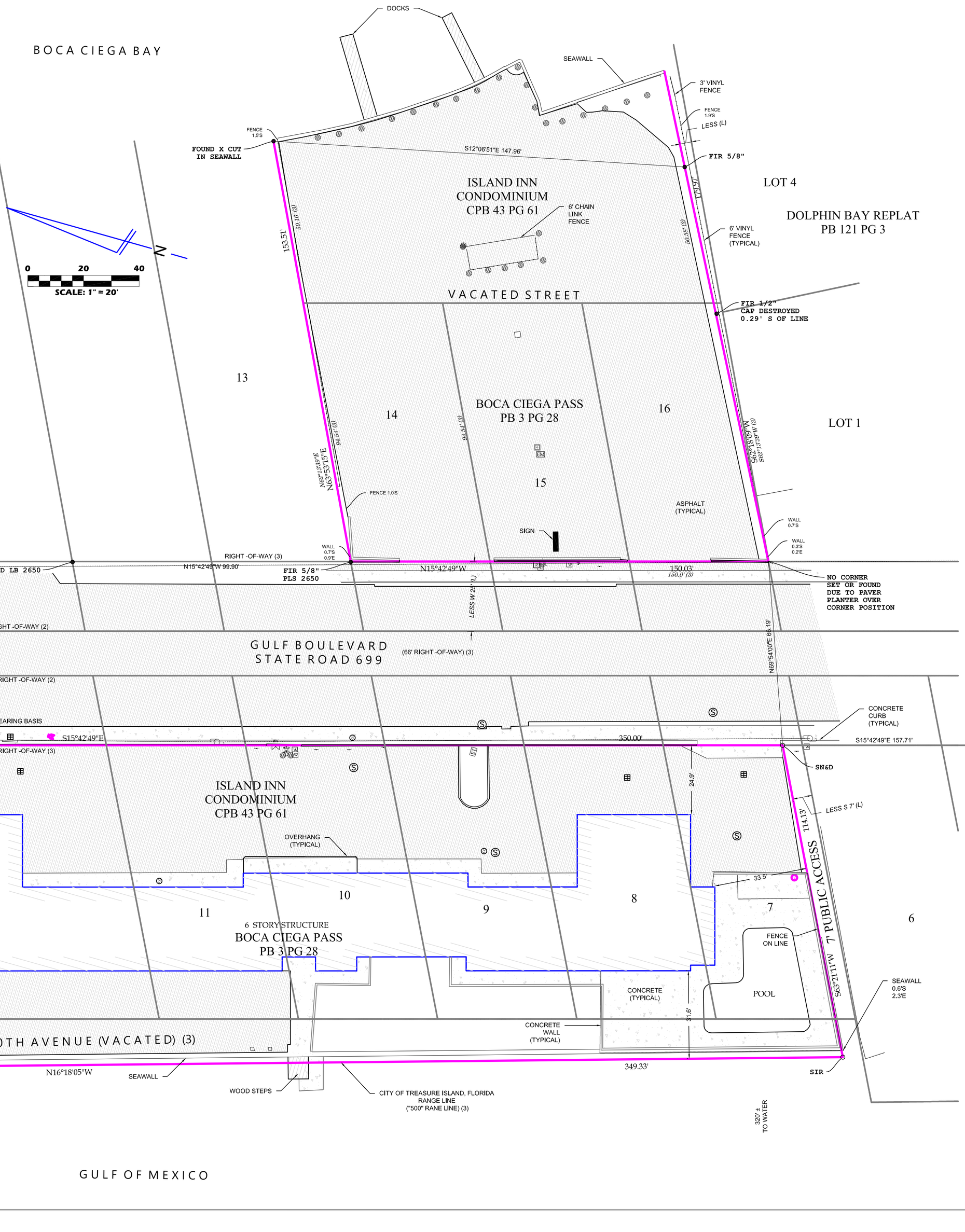
1. THE BASIS OF BEARING IS WEST RIGHT-OF-WAY LINE OF GULF BOULEVARD, BEING N15°42'49"W (2).
2. PLAT OF BOCA CIEGA PASS SUBDIVISION, RECORDED PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
3. CONDOMINIUM PLAT OF ISLAND INN, A CONDOMINIUM, RECORDED CONDOMINIUM PLAT BOOK 43, PAGE 61, PUBLIC RECORDS, PINELLAS COUNTY, FLORIDA.

LIMITATIONS:

1. PURPOSE OF SURVEY: TO DOCUMENT THE PERIMETERS OF A PARCEL OR TRACT OF LAND BY ESTABLISHING OR RE-ESTABLISHING CORNERS, MONUMENTS, AND BOUNDARY LINES FOR THE PURPOSES OF DESCRIBING THE PARCEL.
2. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR / CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THERE MAY BE ITEMS DRAWN OUT OF SCALE AND / OR MOVED ON THE MAP OF SURVEY TO GRAPHICALLY SHOW THEIR LOCATION. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS.
5. UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
6. IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.
7. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. NO RESEARCH CONCERNING DESCRIPTIONS OF RECORD (TITLE DEEDS) OR ENCUMBRANCES (EASEMENTS / RESTRICTIONS) WAS PERFORMED BY THE SURVEYOR. (SEE DATA SOURCE 3)
9. THERE MAY BE ADDITIONAL UTILITIES STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

1. ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS SO NOTED.



FLOOD ZONE MAP (NOT TO SCALE) SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY



BULLSEYE SURVEYING, INC.

LB 7818
2198 NE COACHMAN ROAD, UNIT F
CLEARWATER FL 33765
PHONE: 727-475-8088

SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

ADDRESS:
9980 GULF BLVD, TREASURE ISLAND, FL 33706

PARCEL ID:
26-31-15-43459-000-1010

ABBREVIATIONS

DENOTES

- ◇ = SCHEDULE B-II REFERENCE
- (#) = INFORMATION FROM DATA SOURCE
- (L) = LEGAL DESCRIPTION INFORMATION
- (P) = PLAT INFORMATION
- FIR = FOUND IRON ROD
- FN&D = FOUND NAIL AND DISK
- FOP = FOUND OPEN PIPE
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- OR = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PCP = PERMANENT CONTROL POINT
- PG = PAGE
- PLS = PROFESSIONAL LICENSED SURVEYOR
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- RLS = REGISTERED LICENSED SUIRVEYOR
- SIR = SET 1/2" REBAR AND CAP LB 7818
- SN+D = SET NAIL & DISK LB 7818

SYMBOL LEGEND

DENOTES

- BACKFLOW PREVENTION DEVICE
- BOLLARD OR POST
- CLEANOUT
- E = ELECTRIC EQUIPMENT
- EM = ELECTRIC METER
- ET = ELECTRIC TRANSFORMER
- G = GAS METER
- GV = GAS VALVE
- GUY ANCHOR
- GRATE INLET
- LIGHT POLE (METAL)
- LIGHT POLE (WOOD)
- R = RECLAIMED METER
- S = SANITARY MANHOLE
- SIGN
- UTILITY POLE
- W = WATER FLAG OR PAINT MARK
- WM = WATER METER
- WV = WATER VALVE

THIS SURVEY AND THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, THE SURVEY OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPER

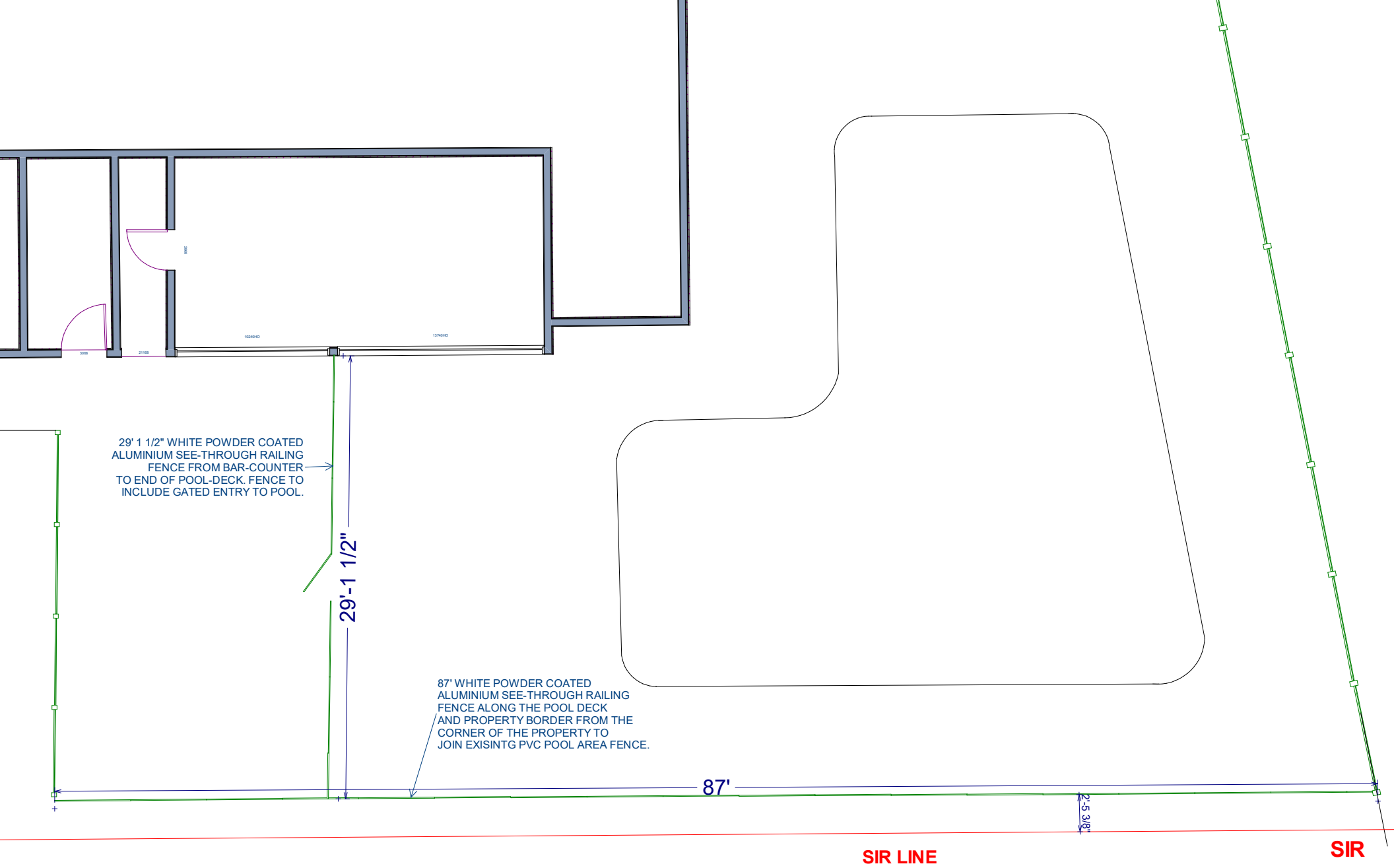
THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

ISLAND INN CONDOMINIUM ASSOCIATION, INC.

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA
gmartin@bullseyesurveying.com

FIELD BOOK / PAGE	SCALE	SHEET NUMBER
029/10-11	1" = 20'	1 of 1
DRAFTED BY	SURVEY FIELD DATE	
GRM / DM	06/07/2022	
PROJECT NUMBER	FILE NAME	
22-032	22-032.dwg	


29' 1 1/2" WHITE POWDER COATED ALUMINIUM SEE-THROUGH RAILING FENCE FROM BAR-COUNTER TO END OF POOL-DECK. FENCE TO INCLUDE GATED ENTRY TO POOL.
29'-1 1/2"
87' WHITE POWDER COATED ALUMINIUM SEE-THROUGH RAILING FENCE ALONG THE POOL DECK AND PROPERTY BORDER FROM THE CORNER OF THE PROPERTY TO JOIN EXISINTG PVC POOL AREA FENCE.
87'
2'-5 3/8"
SIR LINE
SIR

Variance Request from Island Inn Condominium Association

9980 Gulf Blvd – Treasure Island

We request permission to erect a fence along our seawall to secure access to our pool area from the beach. The level of the beach is close to the top of our seawall.

We have a serious risk of unauthorized pool access when people enter from the beach area and use our pool (especially after hours when the pool is not attended), the situation is very serious as we have a public beach entry right next to the open pool and there are bars close to our property.

We had instances in the past where drunk people used our pool overnight and in the morning hours. Not being able to securely lock the pool overnight is a huge liability, security and life risk.

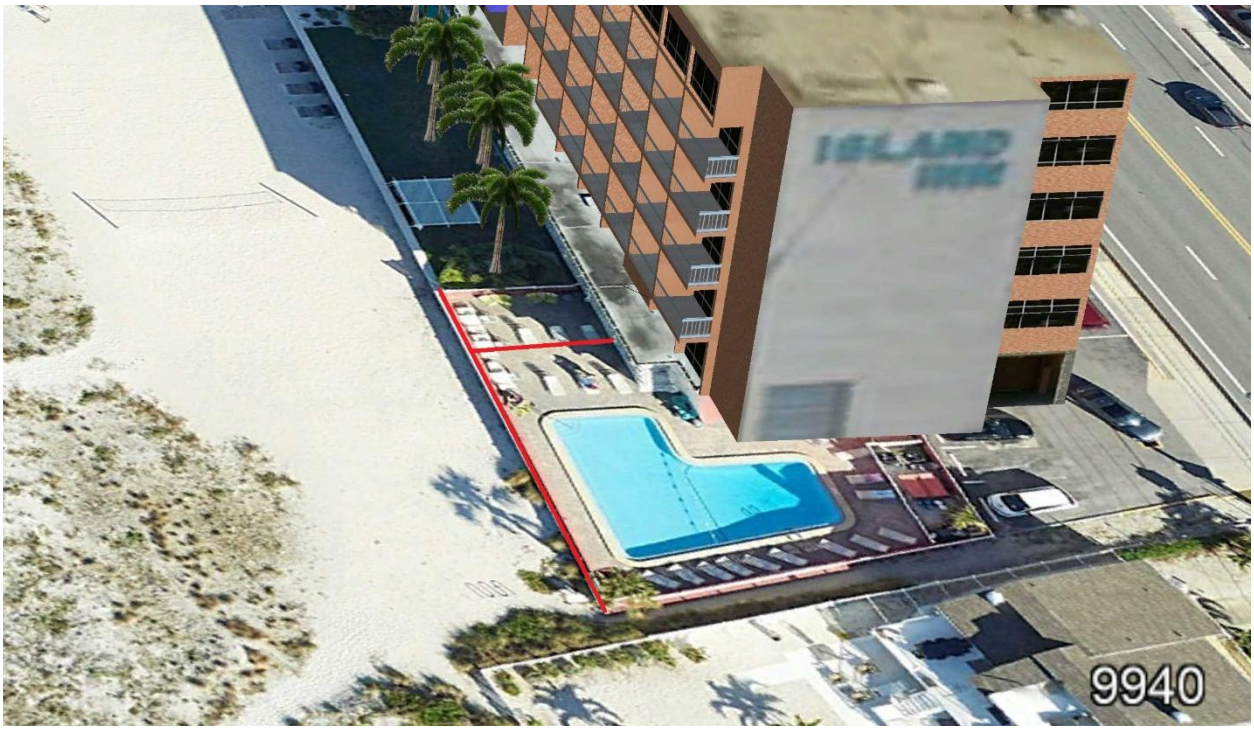
Our pool is completely unsecured and anyone can literally just walk in and use the pool – please see photos:





We urgently require permission to erect a boundary fence next to the seawall that is high enough to securely fence in our pool. As a high traffic holiday area and many bars in the area, we have a high risk that inebriated people walk into our pool area and it can result in loss of life.

We request permission to erect a 87’ fence along our property seawall in order to secure the pool from the beach. As an additional measure to secure the pool, a second fence of 29’ from the bar to the property boundary, with secured access gate, is planned to secure the pool from Tiki Bar patrons. Please see red lines on picture below for placement of the fencing.



All the fences planned are white powder coated aluminum see through railing-type fences. We are requesting to erect 5 foot high fences in order to secure the pool area. Please see picture below to show the type of fencing planned:



AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 3, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading and Public hearing of Ordinance 2026-07

BACKGROUND:

We have two projects under this line item: the oil-water separator replacement and the hydraulic cylinder repairs. As of February 5, we have spent $342k on the crane and hydraulic vendor for the cylinder rebuilds. The total estimated cost for the crane work (Southland Holdings/Johnson Brothers) and the cylinder rebuilt (Hydraulic Supply/Motion Industries) is $706,000.

- $706,000 in General Fund

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance. Amend the budget with additional $536,000 for the expense of repairs to the oil water separator and the hydraulic cylinder of the Causeway Bridge.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget.

ANALYSIS/DISCUSSION:

We have two projects under this line item: the oil-water separator replacement and the hydraulic cylinder repairs. As of February 5, we have spent $342k on the crane and hydraulic vendor for the cylinder rebuilds. The total estimated cost for the crane work (Southland Holdings/Johnson Brothers) and the cylinder rebuilt (Hydraulic Supply/Motion Industries) is

$706,000.

FUNDING:

As of February 5, we have spent $342k on the crane and hydraulic vendor for the cylinder rebuilds. The total estimated cost for the crane work (Southland Holdings/Johnson Brothers) and the cylinder rebuilt (Hydraulic Supply/Motion Industries) is $706,000.

- $706,000 in General Fund

MOTION:

I move to approve Ordinance No. 2026-07 at this first public hearing and to schedule it for a second reading at the April 7th, regular Commissioner's Board meeting.

ATTACHMENTS:
ORDINANCE_2025-07-Causeway_Mechanical.docx
Budget Amendment 2026-07.xlsx

ORDINANCE 2026-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $536,000 FOR EXPENSE OF CAUSEWAY MECHANICAL REPAIRS PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2026-02, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $536,000 for the expense of repairs to the Causeway Mechanical.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $536,000 in General Fund toward the expense of repairs to the Causeway Mechanical.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2026, as adopted pursuant to Ordinance 2026-02 is hereby amended by adding expenses of $536,000.00 in General Fund toward the expense of repairs to the Causeway Mechanical.

SECTION 3. That allocation of said funds shall be as follows:

General Fund - Expenses		
CAUSEWAY-MECHANICAL	001-5391-63402	$536,000

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 3rd day of March, 2026.

SECOND READING and PUBLIC HEARING on the 7 day of April, 2026.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

BUDGET AMENDMENT

DATE: 2026-03-16

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2026-07

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5411	63422	Causeway - Mechanical	'FY 2026 budget amendment, General Fund Expense	$ 536,000.00
				Total	**$ 536,000.00**

EXPLANATION:

City of Treasure Island shall budget $536,000 for the required repairs to the Causeway-Mechanical.

Chief Financial Officer: _____ DATE _____

City Manager: _____ _____

Completed by Finance: _____ _____

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Legal
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Resolution 2026-02, City Commission Rules of Procedure
BACKGROUND:	On February 17, 2026, the Commission reviewed the revised Rules of Procedure and provided feedback. The attached Resolution and Rules of Procedure are presented again for final discussion and adoption.
POLICY/PURPOSE:	Review and Revise Commission Rules of Procedure
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The attached Resolution and Rules of Procedure are presented again for final discussion and adoption.
FUNDING:	Not applicable.
MOTION:	Move to approve/deny Resolution 2026-02, adopting the updated Rules of Procedure.

ATTACHMENTS:
Resolution 2026-02 Amending Rules of Procedure.docx
CITY COMMISSION RULES OF PROCEDURE_ Exhibit to Resolution 2026-02 Revised 3 2 2026 Regular Meeting PDF.pdf

RESOLUTION 2026-02

A RESOLUTION OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING AMENDED CITY COMMISSION RULES OF PROCEDURE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission previously established and approved Rules of Procedure for the conduct of Commission Meetings; and

WHEREAS, the City Commission wishes to adopt revised Rules of Procedure as provided herein; and,

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that amending the City Commission Rules of Procedure is in the best interest of the City of Treasure Island.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF TREASURE ISLAND:

Section 1. The City Commission does hereby adopt the amended Rules of Procedure as set out in Exhibit 1 (attached).

Section 2. This Resolution shall become effective upon its approval and adoption by the City Commission.

INTRODUCED AND PASSED at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this _3_ day of _March_ 2026.

YEAS:

NAYS:

ABSENT OR ABSTAINING:

CITY OF TREASURE ISLAND, FLORIDA

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie V. Kennedy, City Clerk

Approved as to Form:

_____

Ralf Brookes, City Attorney

CITY COMMISSION RULES OF PROCEDURE

Revised 6-15-2010, Resolution 10-49
Revised 2-2-2016, Resolution 16-08
Revised 8-25-2017, Resolution 17-93
Revised 5-18-21, Resolution 21-05
Revised 6-17-25, Resolution 25-10
Revised 5-3-26, Resolution 26-02

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SECTION 1. APPLICABILITY/SCOPE.

1.1 Applicability.

These Rules of Procedures shall govern the meetings, hearings, workshops and actions of the City Commission for the City of Treasure Island, Florida and any subordinate boards, committees, or advisory committees, unless such subordinate bodies have adopted their own formal procedures. If subordinate bodies adopt their own procedures, such procedures shall not be materially inconsistent with these Rules of Procedures. As these rules apply to subordinate boards, committees or advisory committees, chairman replaces mayor and vice chairman replaces vice mayor.

1.2 Scope.

Consistent with the requirements of Chapters 166 and 286 of the Florida Statutes, and other applicable law, the City Commission of the City of Treasure Island has adopted these rules to govern its meetings, hearings, workshops and actions. While encouraging appropriate public participation and an informal and civil atmosphere, the Commission intends to retain the structure and decorum required for the orderly, efficient and professional conduct of business. The purpose of these rules is to provide procedures which will be convenient for the public, fair to all members of the City Commission and contribute to the orderly conduct of City business.

1.3 Matters for City Commission Consideration.

Any matters that relate to the Commission's duties, authority of powers under Chapter 166 of the Florida Statutes, or other applicable law or which relate to the City of Treasure Island's property or legal or financial interests, or the public health, safety, welfare, or morals of the City of Treasure Island may be brought before the Commission for appropriate consideration or action.

SECTION 2. PRESIDING OFFICER – ELECTION AND DUTIES.

2.1 Election of Officers/Presiding Officer.

The presiding officer of the Commission shall be the Mayor. At the first Commission meeting after each regular city election, the Commission shall elect one of its members to serve as vice-mayor. The vice-mayor shall act as presiding officer during the absence or disability of the Mayor. The presiding officer shall preserve strict order and decorum at all Commission meetings. The presiding officer shall state questions coming before the Commission, announce its decisions on all subjects, and decide all questions of order; subject, however, to an appeal to the City Commission as a whole, in which event a majority vote of the Commission members present shall govern and conclusively determine such question of order.

2.2 Call To Order.

The Mayor, or in the Mayor's absence, the Vice-Mayor, shall call the Commission to order.

In the absence of the Mayor and the Vice-Mayor, the Commission member present who has served longest shall be designated the Acting Mayor and shall perform the duties of the Mayor. Upon arrival of the Mayor or Vice-Mayor, the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Commission.

2.3 Adjournment.

At the conclusion of business, the Presiding Officer shall call for a motion to adjourn the meeting. Alternatively, the Presiding Officer may inquire whether there is any further business to come before the Commission and if no one speaks, may adjourn the meeting.

SECTION 3. MEETINGS.

3.1 Public Participation.

All meetings of the City Commission, whether regular, workshop or special, shall be open to the public, except for a closed executive session as authorized by State law.

3.2 Public Notice.

All meetings where two or more commissioners are anticipated to be present to discuss city business shall be noticed and recorded in accordance with State law.

3.3 Day, Time and Place of Meetings.

A. **City Commission Meetings -** The City Commission shall conduct its regular and workshop meetings on the first and third Tuesday of every month and may be cancelled or rescheduled by motion. When the day fixed for any meeting of the Commission falls upon a date designed by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meeting shall be canceled or held at a date and time agreed upon by the City Commission. Regular, workshop and special meetings shall be held in the City Commission Chambers, 10451 Gulf Boulevard, or in some other duly designated place.

B. **For all other committee or board meetings** – as determined by resolution creating the committee or board meeting or as otherwise determined by the board or committee.

3.4 Regular Meetings.

The City Commission may establish and announce a regular meeting schedule. All regular meetings shall ordinarily commence at 6:00 p.m. in the Commission chambers. Any scheduled regular meeting may be commenced earlier or later, postponed or canceled, or held in a different location pursuant to a motion adopted at a regular meeting by a majority of the Commissioners present or by direction of the City Manager if the Commission chambers were damaged or threatened by a potential Hurricane.

3.5 Special Meetings.

A Special meeting or workshop may be called by the Mayor, the Vice-Mayor in the Mayor's absence, or a majority of the Commissioners upon at least 24 hours' written or verbal notice to each member, served personally or left at his/her usual place of business or abode. Whenever a special meeting is called, written notice shall be given by the City Clerk to the Commissioners, the City Manager, the City Attorney, and any persons entitled, as a matter of law, to written notice, stating the date, hour and place of the meeting and the purpose(s) for which the meeting is called. The requirement of notice may be waived if all members of the Commission are present at roll call of the special meeting or workshop. All members of the Commission shall receive immediate notification by telephone or other electronic or manual means of any change of special meeting or workshop date or time.

3.6 Emergency Meetings.

An emergency meeting may be called by the Mayor. If the Mayor is absent or ill, the Vice-Mayor may call an emergency meeting. An emergency meeting may be called only when the person calling the meeting believes that a situation exists that may involve serious consequences and that requires immediate consideration or action by the Commission. Whenever such emergency meeting is called, the City Manager, if he or she is unavailable, the Assistant City Manager, City Clerk or Deputy City Clerk or Chief of Police, shall make a diligent and good faith attempt to notify each Commission Member, the Clerk, the City Attorney, any person entitled to notice as a matter of law, and the press stating the date, hour, and place of the meeting, the nature of the emergency, and the purpose(s) for which the meeting is being called. The notice shall be in writing if possible. No other business shall be transacted at the meeting, and the minutes of each emergency meeting shall include the nature of the emergency and the record of notice.

3.7 Workshops.

Workshop meetings of the Commission are held for the purpose of the Commission being informed on and discussing matters which may come before them for consideration at a regular or special meeting. Workshops are to consider matters that are not ready for Commission action or for the purpose of gathering information or advising the Commission on any new or different administrative operations or service City staff will undertake. No official action by the City Commission may be taken during a workshop.

3.8 Executive Sessions of City Commission.

The City Commission may hold closed executive sessions as authorized by law, including but not limited to litigation meetings (§ 286.011(8), Fla. Stat.), risk management meetings (§768.028 (16), Fla. Stat.), and collective bargaining meetings (§ 447.605, Fla. Stat.).

A. **Litigation Meetings.** The City Commission may hold litigation meetings to discuss pending litigation to which the City is a party before a court or administrative agency so long as such meetings are noticed, held and reported, and the records thereof preserved and made available to the public upon conclusion of the litigation in compliance with § 286.011(8), Fla. Stat., and any amendments

thereto.

B. **Risk Management Meetings.** Portions of the City Commission's meetings and proceedings that are conducted pursuant to the City's Risk Management Program and that relate solely to the evaluation of claims filed with the Risk Management Program, or that relate solely to offers of compromise of such claims, may be held in private session, so long as such meetings or portions of meetings are held and a record thereof is preserved in compliance with §768.028 (16), Fla. Stat., and any amendments thereto. In accordance with §768.028 (16), Fla. Stat., and any amendments thereto or successor or supplemental statutes and other applicable laws the minutes of Risk Management meetings and other records thereof are exempt from public disclosure under §119.07(1), Fla. Stat., until termination of all litigation and settlement of all claims arising out of the same incident.

C. Collective Bargaining Meetings. All discussions between the City Manager, the City Attorney, and the City Commission relative to collective bargaining shall be closed and exempt from the provisions of §286.11, Fla. Stat., as provided in § 447.605, Fla. Stat.

3.9 Quorum.

A quorum exists only when a majority of the Commission Members are physically present. Unless otherwise provided by law, a majority vote, where a quorum is present, constitutes action of the Commission. In the absence of a required quorum, those Commissioners assembled, including a single Commissioner, if only one is present, may take measures to obtain a quorum, fix the time to which to adjourn or take a recess, and open and continue a public hearing on any scheduled matter to a time and date certain, but shall take no testimony and conduct no other business. Nothing in this Section shall limit any procedure, rules, statutes, or other lawful authority governing the conduct of business in the event of a disaster or emergency.

3.10 Reading of Minutes.

Minutes of Commission meetings shall be read at the request of any member of the City Commission.

3.11 Remote Participation.

A Commission member seeking to attend all, or any portion of a meeting via electronic means shall submit his/her request to the Presiding Officer with as much advance notice as possible. The Presiding Officer is authorized to consult with the City Attorney and or City Manager as needed and to grant or deny the request to appear electronically. If the presiding officer grants the request, then the City Manager shall ensure the chambers is appropriately equipped to permit any audio/video interaction needed. The Presiding Officer may permit electronic attendance where a Commission member is incapacitated due to illness or injury or hindered by circumstances from physically attending but is otherwise able to concentrate and give his/her attention to the business of the Commission. No more than one Commission member may attend a meeting electronically at one time.

The Commission member attending remotely may participate in discussion of the Commission ~~but may not vote~~ and may vote.

3.12 Appropriately Equipped Defined.

For purposes of section 3.11, the term "appropriately equipped" shall mean that level of equipment allowing the Commissioner attending electronically to hear fellow Commissioners and any person presenting at the microphone; allowing all other Commissioners and all persons attending in the Chambers to hear the Commissioner attending electronically; and for matters expected to include video or graphic presentations, the ability of the Commissioner attending electronically to view via a video feed the same images seen by Commissioner physically attending.

SECTION 4. PREPARATION OF AGENDA.

4.1 General.

Items may be placed on an agenda by the:

(a) Mayor;

(b) City Manager; or

(c) by an approved request of an individual Commissioner with the consensus roll call vote of a majority of the Commission as set forth in section 4.4 below.

4.2 City Clerk.

The City Clerk shall prepare the agendas and assemble the accompanying backup or background information for the City Commission meetings. No item may be added to the agenda without the approval of the City Manager, unless otherwise provided in these rules.

4.3 City Attorney.

The City Attorney will establish a portion of the agenda for the City Commission meetings and may add supplemental items to the agenda whenever, in the discretion of the City Attorney, such items require the City Commission attention at that meeting.

4.4 City Commissioner.

Any Commissioner may propose that an item be placed on a future workshop, regular or special meeting agenda provided that there is a consensus by roll call of a majority of the Commission to add the item to a future agenda at a workshop held at least two weeks in advance. Backup for the particular added item, if provided and available, will be included in the future published agenda.

4.5 Items Not on Agenda.

The Commission will approve the agendas for all workshops and meetings held that day while in the first workshop or meeting held on that day. Matters that do not require separate public notice may, with the consent of the majority of the Commissioners present, be considered and acted upon at any regular or special City Commission meeting.

4.6 Removing Items from the Agenda

The City Manager may remove staff items from an agenda. The mayor or a commissioner who originally proposed an agenda item may individually remove an agenda item that they individually, originally proposed. The City Clerk will advise the Commission of any items removed at the meeting if the agenda has already been published. Private applicants may request a continuance of an application that is being considered as a consent or action item before. or at the meeting, however if the item has already been advertised and noticed, the continuance will be considered at the meeting and subject to a majority vote of the Commission approving the continuance request, and if the request to continue the item is denied then the applicant should be prepared to go forward.

SECTION 5. ORDER OF BUSINESS.

Following is order of business for all commission, committee and board meetings unless otherwise determined by the commission, committee or board.

5.1 Commission Regular Meetings.

At each Regular meeting of the Commission, the business to be considered shall be taken up for consideration and disposition in the following order:

a) Call to Order
b) Roll Call
c) Approval of Meeting/Workshop Agenda.
d) Proclamations, Recognitions, Certificates of Appreciation.
e) Public Comments on Non-Agenda Items.
f) Approval of Minutes.
g) Consent Agenda.
h) Action Items of Business.
i) City Attorney and City Manager Reports.
j) Commissioners' Comments and Reports.
k) Adjournment.

5.1.1 Consent Agenda.

Any item(s) not requiring individual action or public hearing may be designated for action at the Commission meeting on the "Consent" agenda. Any Commissioner, City Attorney, or City Manager may withdraw any item(s) from the Consent Agenda for individual discussion and Commission action. Any item so removed from the Consent Agenda shall be considered after the consent portion of the agenda.

5.2 Commission Workshops.

Workshops will be held first before the Regular or Special Meeting if scheduled on the same date as a Regular Meeting or Special Meeting. At each workshop meeting of the Commission, the business to be considered shall be taken up for consideration and disposition in the following order:

a) Call to Order and Pledge of Allegiance

b) Roll Call

c) Workshop Discussion Items

d) Public Comment on Discussion Items.

e) Commissioner Items - proposed future agenda (majority consensus required).

f) Adjournment.

SECTION 6. PUBLIC HEARINGS.

6.1 Non-Quasi-Judicial Public Hearing.

Refers to a hearing where the public is both invited and entitled to be heard on a matter pending before the Commission, typically requiring an advertisement in a local newspaper, or other medium as may be prescribed by law, of the matter to be considered. Examples include hearings to consider the adoption, repeal, or amendment of ordinances, or in some cases, resolutions.

6.1.1 Procedure for Non-Quasi-Judicial Public Hearing.

a) Initial Presentation by applicant (if applicable) and then by Staff.

b) Questions by the City Commission.

c) Public Comment on Agenda Item.

d) Closing of Public Comment.

e) Staff Response and Summary

f) Commission discussion.

g) Inquiry, Clarification, and Comments during Presentations. It is the intent of the Commission that its public hearings be orderly and, in that respect, interruption of presentations should be avoided. However, it is also the intent of the Commission that a complete record of relevant facts be established and a complete understanding of the matters under consideration be obtained. Thus, at any time during a public

hearing, the Commission Members may be allowed to comment or make inquiry of persons addressing the Commission, or of staff or other persons in attendance, or may allow staff or the City Attorney to comment or make such inquiries.

6.2 Quasi-Judicial Public Hearing.

Refers to a type of public hearing in which the Commission is required to assume a more adjudicatory role, as distinguished from a legislative role. In quasi-judicial hearings, certain procedural requirements are required by State Law. The following types of public hearings shall be conducted as quasi-judicial: certain zoning amendments; development agreements if accompanied by a quasi-judicial development application; rezonings, variances, special exceptions, an appeal to the Commission of an administration determination; and such other hearings as may be required by law to be treated as quasi-judicial.

6.2.1 Procedure for Public Hearings on Quasi-Judicial Matters.

a) Presiding Officer or City Attorney Explanation of hearing process. A "script" for the hearing may be used by the City Attorney and Mayor if deemed appropriate.

b) Oath or Affirmation – Prior to addressing the Commission at a quasi-judicial public hearing, each person who intends to address the Commission shall declare, pursuant to oath or affirmation administered by the Clerk or another duly authorized person, that the factual statements or representations that he or she will present shall be truthful and accurate. Any person who knowingly makes a false statement or representation under oath or affirmation shall be subject to criminal and other sanction as provided by law, in addition to any consequence provided for under the Commission Procedures or any City of Treasure Island Resolution or Ordinance.

c) City Commission Disclosure – Ex-parte Communications. Commission members shall disclose into the record factual matters which are not already contained in the record, when such Commission members have personal knowledge pertaining to the physical characteristics of a site, its surroundings, or other communications relevant to the matter of being heard.

d) Applicant presentation – 15 minutes however, more time may be given by the presiding officer to ensure all relevant testimony is presented. Witnesses may be cross examined by Commission, City Attorney, staff or staff counsel and public. The Applicant has the burden of proving that the proposal is consistent with the City Code and Comprehensive Plan, as applicable.

e) Staff presentation – 15 minutes however, more time may be given by the presiding officer to ensure all relevant testimony is presented. City of Treasure Island staff shall summarize its findings and conclusions relating to the quasi-judicial matter to the Commission so as to provide an overview of the proposed matter and identify issues for the Commission's consideration. Witnesses may be cross examined by Commission, City Attorney, or the applicant.

f) Public Comment on Agenda Item – Each person choosing to speak should comply with Section 8 of the Rules and identify whether or not he/she has been sworn. Testimony presented shall be competent and substantial in nature.

g) Rebuttal by Applicant – 10 minutes max. Rebuttal must only address comments made in the previous presentations.

h) City Commission questions.

i) Close public hearing.

j) Commission Action – All decisions shall be based on the evidence presented at the hearing on the case, which shall include the agenda materials, minutes, the project file, testimony presented and other evidence presented. Strict rules of evidence shall not apply but the evidence must be relevant to the issues before the Commission.

k) Inquiry, Clarification and Comments During Quasi-Judicial Presentations – It is the intent of the City Commission that its quasi-judicial public hearings be orderly and to that end, interruption of presentations is ordinarily to be avoided. It is also the intent of the City Commission that a complete record of relevant facts be established and a complete understanding of the matters under consideration be obtained. Accordingly, the presiding officer, at any time during a public hearing, may allow Commissioners to comment or make inquiry of persons addressing the Commission, or of staff or other persons in attendance or may allow staff, the City Manager or the City Attorney to comment or make such inquiries.

l) Other Procedural Guidelines.

l.1 Authorization of Group Representatives. Before a person representing an organization or group speaks, that person shall state whom he or she represents and provide written authorization as evidence of their authority to speak on behalf of the organization in regard to the matter under consideration, unless the Presiding Officer waives this requirement. In quasi-judicial hearing matters, anyone representing an organization must present written evidence of their authority to speak on behalf of the organization in regard to the matter under consideration. The Commission may make further inquiry into the representative authority of such person. Only one five minute time allotment per hearing is allowed for each organization or group of persons represented at the hearing.

m) l.2. Experts. In quasi-judicial proceedings, persons purporting to offer expert testimony shall identify any educational, occupational, and other expertise that they possess that is relevant to their qualifications to speak regarding the matter under consideration. Persons purporting to offer expert testimony in other contexts, such as legislative proceedings, may likewise be required to identify their expertise. Any Member of the Commission, the City Manager, or the City Attorney or staff attorney or member of the public may inquire further as to such expertise. Adversely affected persons or third parties may request additional time in the

discretion of the presiding officer for any expert testimony witnesses to testify and may also submit written reports or other evidence they wish to be considered at the quasi-judicial hearing.

l.3. Custodian. The City Clerk shall be custodian of all of the documents entered into the record at any public hearing.

SECTION 7. DISCUSSION OF AGENDA ITEMS - RULES OF DEBATE.

7.1 Generally.

At the hour set for each meeting, members of the City Commission, the City Attorney, the City Manager and the City Clerk shall be seated, and the business of the City Commission shall be taken up in accordance with the agenda prepared for the meeting. The presiding officer may take business out of order if he or she determines that such a change will expedite the business of the City Commission or will otherwise be in the City's best interest.

7.2 Sequence of Debate.

With the exception of quasi-judicial matters, action on items before the Commission shall be commenced by oral motion of a Commissioner. If no motion is made, the action or item before the Commission has yet to be commenced and the item cannot proceed. Such motion can approve the item, approve the item with conditions, disapprove the item, or postpone the action and move on to the next piece of business. Upon said motion receiving a second said motion shall then be opened for discussion. At the conclusion of discussion, action on the motion shall be concluded by either voice vote, or if the item is a resolution or ordinance, by roll call vote, commencing with the Commission member making the motion followed by the Commissioner seconding the motion, and then proceeding in district order, with the Mayor voting last.

The Commissioner making any motion or second shall not be required to vote affirmatively on said motion. Immediately prior to, or after the vote, the presiding officer may allow any Commissioner to give a brief statement to explain his/her vote, which shall not be used to further argue in favor of or against the motion. A Commissioner will have the privilege of filing with the City clerk a written explanation of his/her vote which shall become part of the record of the proceeding.

7.3 Presiding officer may move, second and debate; responsibility.

The Mayor, Vice-Mayor or such other member of the Commission as may be presiding may move, second and debate from the chair subject only to such limitations of debate as are imposed by these rules on all members and shall not be deprived of any of the rights and privileges of the Commissioner by reason of the Commissioner acting as a presiding officer. The presiding officer has the responsibility of controlling and expediting debate. A commission member who has been recognized to speak on a question has a right to the

undivided attention of the commission. The presiding officer responsibility is to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

7.4 All members shall vote.

No member of the Commission who is present at any meeting of the Commission at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present unless, with respect to any such member, there is, or *appears* to be, a possible conflict of interest under s. 112.311, s. 112.313, s. 112.3143, or additional or more stringent standards of conduct, if any, adopted pursuant to s. 112.326. If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice. In such cases, such members shall comply with the disclosure requirements of Section 112.313, Florida Statutes. When the vote of the Commission is equally divided, the status quo shall be maintained. In such an event, a person who sought a change in status quo shall be considered to have had the request denied. In the event of an equally divided vote, the matter at issue may be brought back before the Commission by motion of any Commissioner by no later than the next regular meeting.

7.5 Getting the floor, improper references to be avoided.

Every Commissioner desiring to speak or ask questions shall address the presiding officer and ask to be recognized and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all personal attacks and discussion of matters not relevant to the issues at hand. ~~personalities and indecorous language~~.

7.6 Interruptions.

A Commissioner, once recognized, shall not be interrupted when speaking unless a point of order is raised and the Commissioner is called to order by the Presiding Officer except to call the Commissioner to order or as herein otherwise provided. If a member while speaking is called to order, said member shall cease speaking until the question of order is determined, and if in order, the Commissioner shall be permitted to proceed.

7.7 Withdrawal of motions.

Any motion before the Commission may be withdrawn at any time prior to a vote being taken thereon by the Commissioner making such motion, upon agreement by the Commissioner seconding said motion to withdraw his/her second.

7.8 Amending of motions.

At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth

~~in sub-paragraph 7.6~~ above.

7.9 Privilege of closing debate.

The Commissioner moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.

7.10 Motion to reconsider.

A motion to reconsider any action taken by the Commission may be made only on the day of such action or no later than the next regular meeting. If the question was decided by a tie vote, any Commissioner may move for reconsideration of the question at the same meeting or at the next regular meeting of the City Commission or at the next meeting of the City Commission where a full Board is present. In no event will the motion to reconsider be made later than thirty (30) days after a vote on a quasi-judicial matter. It may be made either immediately during the same session, or at a recessed or adjourning session thereof. Such motion must be made by one of the prevailing side but may be seconded by any member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Commission from making or remaking the same or any other motion at a subsequent meeting of the Commission.

7.11 Corrections of Clerical Errors.

Any Member of the Commission may move at any time for correction of clerical or typographical errors inadvertently included in any matter previously passed by the Commission.

7.12 Effect of Approvals and Denials of Motions.

When a matter is brought forward to a vote based on a motion to approve it or approve it with modifications, and such motion fails, the status quo shall be maintained, and the matter shall be considered to have been denied. A denial will not preclude a subsequent motion to approve with different modifications at the same meeting. When a matter is brought to a vote based upon a motion to deny it, and said motion fails, the matter will not be considered granted and will be treated as if no action has been taken on the matter. Such a vote will not preclude a subsequent motion at the same meeting to approve or approve with modifications.

7.13 Remarks of Commissioners - When Entered in Minutes.

The City Clerk shall be directed to enter in the minutes a synopsis of the discussion.

7.14 Reconsideration to Resolve a Legal Dispute or to Correct an Error.

The City Commission may reconsider a prior decision, regardless of the time elapsed, when advised to ~~do so~~ reconsider or amend a prior decision by the City Attorney for the purpose of resolving a legal dispute arising from the decision or correcting a legal or factual error.

SECTION 8. RULES AND PROCEDURES FOR ADDRESSING THE COMMISSION.

8.1 Public Comments.

Any person desiring to address the Commission on items not listed on the agenda may do so during Public Comments for any city business related items not on the agenda or items on the consent agenda. Individuals addressing the Commission on the same topic should attempt to provide new information and not merely repeat the comments of the previous speaker, but may state that "I agree with the previous speaker" to incorporate prior comments. All comments must be related to ~~the~~ City business. Each person is limited to speak once ~~on each Agenda Item~~ unless otherwise approved or requested by the Commission. The duration of public comments may be limited by the presiding officer.

8.2 Agenda Items.

Any person, including an applicant's representatives, desiring to address the Commission shall first complete a card expressing the desire to address the Commission on an agenda item. A separate card shall be completed for each agenda item the person desires to discuss. Those persons addressing the Commission on an agenda item at the Commissions' request do not have to complete a card for that item. Other than an applicant's representatives, each person may speak only once as public comment during an agenda item of interest. The Commission may call a person back to the podium to answer questions if desired.

8.3 Written Communications.

Interested parties or their authorized representatives may address the Commission by written communications in regard to matters under discussion. Relevant and admissible written comments submitted may be considered and entered into the record of the meeting but not necessarily read at the meeting. Written comments received by City Commissioners regarding a matter that is the subject of a quasi-judicial public hearing, if received no less than 72 hours before the relevant meeting, and if a copy of the comments are copied to the City Clerk in that timeframe, shall be distributed to all City Commissioners, the Community Development Department and the City Attorney, and will be made available for review by the Applicant and the public in a project reading file maintained by the Community Improvement Director (for land use matters) and by the City Manager (for all other matters).

8.4 Reading of protests, etc.

Interested persons, or their authorized representatives, may address the Commission by reading protests, petitions or communications relating to zoning, sewer and street improvement proceedings, hearings on protests, appeals and petitions or similar matters in regard to matters then under consideration; providing, however, such readings do not exceed three minutes.

8.5 Cellular Telephones.

Cellular telephones and other sound emitting devices shall be turned off while the City

Commission is in session.

8.6 Addressing Commission, Manner & Time Limit.

Each person addressing the Commission shall step in front of the podium, shall give his/her name, and if the person is a City of Treasure Island resident, the person shall identify their District of residence or if the person is not a City of Treasure Island resident. If applicable, the person shall state that they are a non-City resident, in an audible tone of voice for the record, and unless more time is granted by the presiding officer, shall limit his/her statements to five (5) minutes unless a more limited time is proposed by the presiding officer. All remarks shall be addressed to the Commission as a body and not to any member of the Commission thereof. No person other than the Commission and the person having the floor shall be permitted to enter into any discussion either directly or through a member of the Commission, without the permission of the presiding officer. No questions shall be asked of a Commissioner except through the presiding officer.

8.7 Recordings.

Members of the public may only record a public meeting from their seat in the audience unless the member has requested an alternative recording location at least one (1) day prior to the public meeting. If such an advance request is received, the City Clerk will attempt to provide an alternative location for recording.

SECTION 9. DECORUM.

9.1 By Commission Members.

During all meetings of the Commission, Commission members must preserve order and decorum, and a member shall neither by conversation or otherwise delay or interrupt the proceeding or the peace of the Commission nor disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer, except as otherwise herein provided.

9.2 By persons.

All persons attending a Commission meeting, hearing, or workshop shall conduct themselves in a civil manner and refrain from action that disrupts the meeting or hinders the Commission in performing its duties. To these ends, such persons are prohibited from:

a) Committing acts of violence toward any person;

b) Making threats of violence or speaking “fighting words” that are likely to provoke violence;

c) disrupting the proceedings with excessive commotion or excessively loud shouting or other noise or use of obscene or crude language;

d) interfering with the rights of others to speak, hear, see, or attend the proceedings;

e) being unduly repetitious or presenting matters not relevant to the agenda item

under consideration;

f) making personal attacks or insults against any person;

g) continuing to speak after the allotted time has expired or after having been ruled out of order;

h) or speaking on a subject that is clearly outside the purview of Section 1.2.

9.3 Enforcement of Decorum.

If it becomes necessary, the police chief or the police chief's designee shall be called to act as Sergeant-at-Arms. He/she or they shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove any person who violates the order and decorum of the meeting or to place such person(s) under arrest and cause him/her to be prosecuted under the provisions of the Ordinances for the City of Treasure Island. No person shall be removed from the chambers until a "warning" is given by the presiding officer that their behavior is disruptive and further disruptions will result in removal.

SECTION 10. THE RECORD

10.1 Automatically Included in the Record of Decision of the City.

The following documents will automatically be included in the record decision of the City:

10.1.1 the records of the City Commission maintained by the City Clerk, which include the agenda packet, staff reports, and all items placed in the record under section 11.2; and

10.1.2 the development approval application, site and plans, if any, and all accompanying documents submitted by the applicant; and

10.1.3 all documents in the reviewing departments' files for the development approval application; and

10.1.4 the most recent copies of resumes previously filed with the City Clerk and agents speaking on the matter that had been considered; and

10.1.5 comments, documents and exhibits previously entered into the record at a prior Board meeting or Committee meeting on the particular matter or on file with the City Clerk, City Manager or Community Improvement Department prior to the public hearing including written communications to members of the Board and staff, if any; and

10.1.6 the relevant codes, ordinances and plans of the City: City Comprehensive Plan; the City's Land Development Code; the City's Code of Ordinances and the City's Code of Resolutions, all as may be amended; and

10.1.7 memoranda from the City Attorney directed to the City Commissioner or other City staff on that item.

10.2 Items Which Will Be Placed in the Record.

Any photographs, tapes, discs, or other recordings, documents, exhibits, diagrams, petitions, letters, or other materials presented to the City Commission in support of, or in opposition to, an item to be considered by it will be entered into the record. Where such items are in the form of handouts to be viewed by City Commissions at a Board meeting, the presenter will provide at least eight (8) copies. Additional copies may be requested where necessary. The City Commission may accept legally inadmissible items into the record for the purposes of preserving the record for appellate review, provided that City Commissions will not consider those items, or parts thereof, which are inadmissible in reaching their decision. In the event the City Commission has any questions as to the admissibility of any item presented for placement into the record, the City Commission may defer admission of the item pending an opinion from the City Attorney's office.

10.3 Custodian.

The City Clerk will be custodian of all of the documents entered into the record at any public hearing. The Community Development Department and the reviewing departments for a specific development approval application (i.e. those departments who have submitted review comments to the Community Improvement Department) will be responsible for maintaining the documents pertinent to their respective review of the development approval application.

10.4 Correction of Errors in the Record.

In the event the City Commission determines that there was an error, either of commission or omission regarding the placement of an item into the record, any member of the City Commission may move to correct such error and such act of correction will be done upon a majority vote of the members of the City Commission.

10.5 Exhibits.

Documentary paper or photographic exhibits will not exceed 11 inches by 17 inches and, if mounted on a backboard, will be removed therefrom; provided however, a digital copy of such exhibit(s) shall be submitted to the City by the applicant in order to be considered a part of the official record. If a digital copy is not submitted, such exhibit shall not be considered as part of the record of the proceedings.

SECTION 11. SUSPENSION OF RULES.

The Rules of Procedure may be waived by simple majority.

SECTION 12. AD HOC COMMITTEES.

The City Commission, by resolution, may create one or more ad hoc committees to advise

the Commission on specific matters affecting the health, safety and welfare of the citizens of the City or on matters relating to the operation of the city government. Any such ad hoc committee created shall exist for a period as may be set by the City Commission. Each committee shall have a composition as determined by the City Commission with the chairperson of the committee appointed by the Presiding Officer. Each member of the Commission may nominate a member who may be a city resident to serve on any ad hoc committee, and the Commission, by majority vote, shall select the members and alternates (if any) to the committee from the list of nominees. Ad Hoc Committee members and meetings shall comply with Florida's Sunshine Law (Chapter 286, Florida Statutes) and Florida Public Records Act (Chapter 119 Florida Statutes) available at: https://www.myfloridalegal.com/open-government/sunshine-manual .

SECTION 13. CONFLICTS; USE OF OTHER RULES.

13.1 Conflict with Other Laws.

In any instance where a procedure established by this resolution violates or is in conflict with federal or state law, County ordinance, or a final and binding order of a court or administrative agency, or rights thereunder, the procedures established hereunder shall be inoperative to the extent of such conflict. If any portion hereof is held by a court of competent jurisdiction to be invalid, such portion shall be deemed severable from the remainder and, to the extent possible, the remainder shall be operative without the invalid portion.

13.2 Robert's Rules of Order.

In all cases not covered by these Procedures, the most current edition of Robert's Rules of Order shall be used as a general guide and may be followed by the Presiding Officer, unless the Commission overrules the Presiding Officer by a majority vote.

SECTION 14. Directions to City Attorney.

No member of the City Commission, without a vote by the majority vote of the quorum present at a workshop, special or regular meeting, shall direct, request, or require the City Attorney to undertake any legal research, prepare any written or oral opinion, draft documents, or perform any other legal services, except pursuant to direction authorized by a consensus of the majority of the City Commission at a duly noticed public meeting. The City Attorney shall take direction only from the City Commission acting as a body, and not from any individual Commissioner.

SECTION 15. EFFECTIVE DATE.

These rules shall be in force and effect immediately upon adoption by the City Commission of the City of Treasure Island and shall remain in effect until such Rules are amended or repealed.

The *Rules of Procedure* were originally adopted by Resolution 490 of the City Commission sitting in Regular Session on July 17, 1973 and any amendments thereto have been incorporated in these Rules.

Upon adoption and revision of these Rules of Procedure, the City Manager shall cause the rules to be placed on the city website for access and download by the public. For those requesting a paper copy of the rules, the guidelines provided for public records shall apply.

Revisions:

Revised 6-15-2010, Resolution 10-49
Revised 2-2-2016, Resolution 16-08
Revised 8-25-2017, Resolution 17-93
Revised 5-18-21, Resolution 21-05
Revised 6-17-25, Resolution 25-10
Revised 5-3-26, Resolution 26-02

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 3, 2026

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorize the City Manager to execute a Task Order for the Public Works Facility Design, Permitting and Construction Administration

BACKGROUND: The Public Works Facility is essential to the daily operations, infrastructure maintenance, and emergency response capabilities of the City of Treasure Island. Even prior to sustaining severe damage during Hurricane Helene, the original garage and maintenance facilities were in need of modernization and upgrade. Given the extent of the storm damage, it is recommended that the City proceed with the design and permitting of replacement facilities that are fully code-compliant, resilient, and constructed to withstand future storm events. Rebuilding presents an opportunity to deliver a more durable and operationally efficient facility that supports both routine service delivery and disaster recovery.

The stormwater design and permitting for the Public Works Yard will include the proposed Public Safety Facility site improvements to assist in expediting that program.

POLICY/PURPOSE: The Public Works Facility is essential to the daily operations, infrastructure maintenance, and emergency response capabilities of the City of Treasure Island. This rebuilding effort presents an opportunity to deliver a more durable and operationally efficient facility that supports both routine service delivery and disaster recovery.

This Task Order will be authorized under the as-needed General Consulting Services Contract with Kimley Horn, which

was approved by the City Commission at the February 17, 2026, Commission Meeting.

STRATEGIC PLAN RELEVANCE:

Goal 3 of the City's Strategic Plan is to "Proactively maintain and improve infrastructure that meets the future needs of the City."

ANALYSIS/DISCUSSION:

The proposed consolidated yard layout improves operational efficiency while accommodating the replacement of the Master Pump Station and integration with the planned Public Safety Facility. This coordinated site strategy maximizes land use, enhances functionality, and supports long-term capital planning.

Public Works personnel have been designated as part of the City's First Responder team. Providing an upgraded and resilient Public Works Yard will ensure staff can mobilize quickly, restore critical services, and lead reopening efforts following catastrophic events, thereby strengthening the City's overall emergency preparedness and community resilience.

The requested Task Order authorization includes design and permitting for the site improvements, as well as architectural and structural fees to provide a two-bay garage facility and elevated field office, incorporating pre-engineered metal structures to achieve cost efficiencies. Construction administration is also included with the project.

FUNDING:

Funding for the design of this project is included in the FY 2026 Budget in the overall total amount $338,500 within account 001-5410-62100

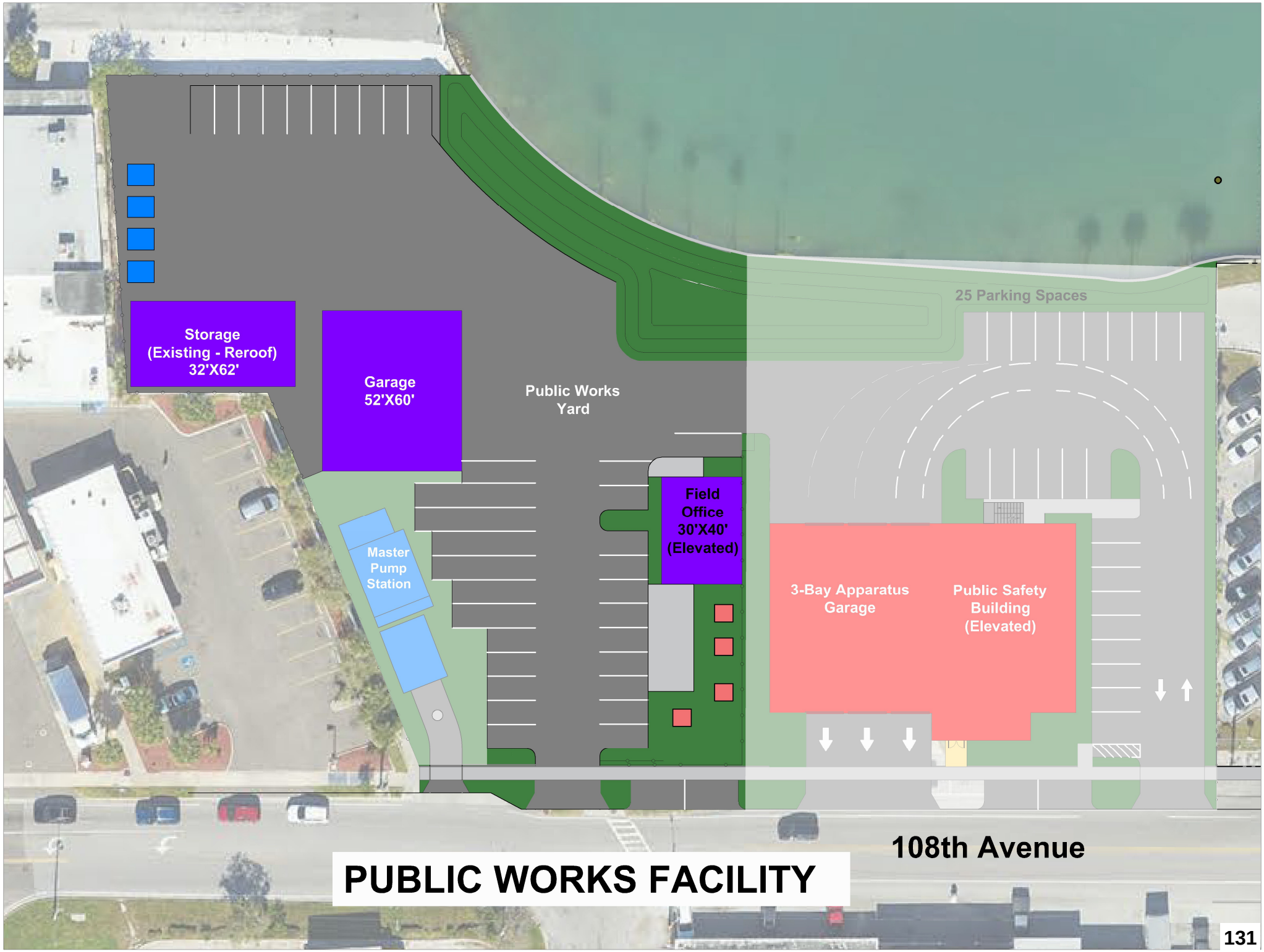
Note that numerous line items within the Task Authorization proposal were negotiated to a Not to Exceed (NTE) budget, and it is expected that the total fees are to fall below this funding amount.

MOTION:

I move that the City Commission authorize the City Manager to execute a Task Order with Kimley Horn for the Public Works Facility Design and Permitting.

ATTACHMENTS:

PW Facility Site Layout.pdf
2026.02.12 - City of Treasure Island - Public Works Site Improvements - Upland Site Development TO.pdf


Storage
(Existing - Reroof)
32'X62'
Garage
52'X60'
Public Works
Yard
25 Parking Spaces
Field
Office
30'X40'
(Elevated)
Master
Pump
Station
3-Bay Apparatus
Garage
Public Safety
Building
(Elevated)
108th Avenue
PUBLIC WORKS FACILITY

February 11, 2026

Mr. Gary Volenec
Public Works Director
10451 Gulf Blvd,
Treasure Island, FL 33706

Re: Professional Services Agreement
Public Works Site Improvements – Upland Site Development
Treasure Island, Florida

Dear Mr. Volenec:

Kimley-Horn and Associates, Inc., ("Kimley-Horn" or the "Engineer") is pleased to submit this letter agreement (the "Agreement") to the City of Treasure Island (the "City" or the" Client") for professional engineering services for the design, permitting, and construction phase services for the Public Works Facility Improvements – Upland Site Development project. Our project understanding, scope of services, and fees are described below.

Project Understanding and Assumptions

1. The City is proposing a new elevated Public Works Facility, Garage, Site Grading, and Stormwater Improvements.
2. All permitting, applications, and similar project fees, including environmental permitting fees will be paid directly by the City.
3. The master pump station replacement project and fire station project are separate from this project and are not included within the scope of work.
4. Kimley-Horn understands that the existing property zoning and future land use designation will remain the same and are acceptable to support the proposed project uses. It is not anticipated that any land use entitlements or variances will be required.
5. Kimley-Horn assumes that service for all utility infrastructure will be adequately provided within 100 feet of the project boundary.
6. Offsite roadway improvements, outside of the project site, are not anticipated and are not included in this contract.
7. Kimley-Horn assumes that no transportation studies are required and no tasks for transportation studies are provided in this letter agreement.
8. Kimley-Horn understands that the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps will remain in effect and that this project does not anticipate making applications to FEMA for either Conditional Letter of Map Revisions (CLOMR) or Letter of Map Revisions (LOMR) including no revisions to the Limits of Moderate Wave Action (LIMWA) line.
9. Kimley-Horn anticipates coordinating with Duke Energy for the power needs of the proposed public works facility, proposed fuel storage facility, proposed garage and existing storage building but has not included coordination with other dry utility companies (telecommunications, gas, etc.) as part of this scope and anticipates that these services will be completed by City. City shall initiate the electrical service upgrade request with the City's account manager representative at Duke.
10. It is assumed that hazardous materials are not present on site. Environmental permitting required for site remediation would be provided under a separate scope of work, if needed.
11. It is Kimley-Horn's understanding that this project will not pursue LEED / Envision accreditation and no tasks to provide this support have been included within this scope of services.

12. 60% design plans, specifications, and OPC deliverables are not included as part of this scope.
13. Contract/Grant Management and SRF Loan Application Assistance/Compliance are not included as part of this scope.
14. Seawall design is not included as part of this scope and is included under a separate agreement.
15. Dock design is not included as part of this scope and is included under a separate agreement.
16. Structural design for the stormwater vault, if required by SWFWMD, is not included as part of this scope. Kimley-Horn will provide required volumes and inverts.
17. The City will pay all expenses directly for the updated survey, updated geotechnical report, and legal sketch and description.
18. Stormwater system will be designed as a master system for both the public works facility and the neighboring future public safety facility.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

A. <u>UPLAND PUBLIC WORKS FACILITY IMPROVEMENTS (Lump Sum)</u>

1. PROJECT KICKOFF MEETING & INITIAL SITE VISIT
   Kimley-Horn will attend up to one (1) kickoff meeting workshop followed by an initial site visit with the City to confirm the approach for project. The Engineer will provide meeting minutes to the City following the meeting.
   Deliverable: Meeting Minutes

2. 30% CIVIL SCHEMATIC DESIGN
   Kimley-Horn will prepare a 30% design submittal the 30% schematic drawings will consist of the following components:
   - Standard Cover Sheet
   - General Notes Sheet
   - Preliminary Site Plan
   - Preliminary Utility/Drainage Plan
   - Preliminary Demolition Plan

   The plan sheets will be provided to the City electronically in PDF format. Plan PDFs will be provided at the 30% level for the 30% review meeting. Kimley-Horn will deliver 30% plans to City staff for review and comment. After the review period, Kimley-Horn will attend a meeting with the City to review and discuss comments.

   This task includes coordination and meetings with the City throughout the 30% Design Task (up to four (4) review/progress meetings). This task is intended to capture effort related to the preparation for, travel for, attendance of and follow up required for these meetings, conference calls and design coordination for the Project.
   Deliverables: 30% Schematic Design

3. 30% CITY DEVELOPMENT REVIEW COMMITTEE (DRC) MEETING
   This task includes Kimley-Horn's attendance at a 30% DRC meeting.

4. CIVIL CONSTRUCTION DOCUMENTS

Based on the approved 30% construction documents, Kimley-Horn will provide engineering and design services for the preparation of the Civil Construction Documents for on-site improvements to include design for the storm sewer collection system, paving and grading, traffic circulation, pedestrian access, ADA compatibility, water distribution system, sanitary sewer collection system. Any modifications to the site plan following the Civil Construction Document submittal or additional requirements resulting from the rezoning will be completed as an additional service. The construction documents may contain the following:

- Cover Sheet,
- Clearing/Demolition Plans,
- Existing Conditions Plans,
- Site Plans (Geometric Plan),
- Signage and Striping Plans,
- Grading and Drainage Plans,
- Utility Plan
- Stormwater Pollution Prevention Plans,
- Typical Sections,
- Construction Details.

A specifications package is not included in this scope of services as specifications are per the City and the FDOT. Preparation of detailed specifications to be supplied with the architect's specifications can be provided, per request, as additional services.

Dedicated Fire Lines and Combination Domestic Water / Fire lines if needed to be designed and permitted by a licensed Fire Contractor Class I, II or V per NFPA 24 is not included in this scope of services. Those fire lines will be shown on the Civil plans for permitting and reference only.

5. STORMWATER MODELING

Kimley-Horn will prepare an onsite drainage report with supporting calculations showing the proposed development plan is consistent with the City of Treasure Island and Southwest Florida Water Management District requirements. The drainage report will include onsite stormwater modeling to demonstrate that the proposed site development will comply with City and SWFWMD requirements. A vault may be required, Kimley-Horn will calculate the required volumes and inverts. The structural design and construction drawings for the vault will be by an outside vendor. Redesign of the stormwater vault for Value Engineering is not included in this fee.

6. CODE MINIMUM LANDSCAPING/IRRIGATION

Kimley-Horn will provide landscape architecture design documents based on current applicable City of Treasure Island Land Development Code requirements. The landscape plan will consist of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, details, and installation notes. The landscape plan will also identify trees to be preserved and replaced as determined by code.

One (1) site visit is included to determine and assess existing site landscape conditions. Landscape plans will be submitted as part of the Civil Plans package at the 100% submittal.

Kimley-Horn will provide an irrigation plan based on current applicable City of Treasure Island

Development Code requirements. The irrigation plan will consist of head layout, water source information, lateral line layout, valve sizes and locations, controller type and location, sleeve locations, identify and label point of connection, detailed drawings and installation notes.

The plan sheets will be provided to the City electronically in PDF format. Plan PDFs will be provided at the 100% level for the 100% review meeting. Kimley-Horn will deliver 100% plans to City staff for review and comment. After the review period, Kimley-Horn will attend a meeting with the City to review and discuss comments.

Provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Specifications will only be provided with the 100% design submittal.

This task includes coordination and meetings with the City throughout the 100% Design Task (up to four (4) review/progress meetings). This task is intended to capture effort related to the preparation for, travel for, attendance of and follow up required for these meetings, conference calls and design
Deliverables:100% Design Plans and Specifications
Meeting Minutes from progress meetings

7. UPLAND COST ESTIMATE
The Engineer will update the preliminary Opinion of Probable Cost (OPC) based on the 100% design.
Disclaimer: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
Deliverables: Final Cost Estimate

8. CITY DEVELOPMENT REVIEW COMMITTEE (DRC) MEETING
This task includes Kimley-Horn's attendance at the DRC meeting.

B. <u>PERMITTING</u>

9. UPLANDS FDEP/SWFWMD ENVIRONMENTAL RESOURCE PERMIT (ERP)
Kimley-Horn will prepare and submit documents and design data for the permit application required by the Florida Department of Environmental Protection for the uplands portion of the project. Kimley-Horn will address up to two (2) requests for information from the permitting agency.

10. CITY OF TREASURE ISLAND SITE PLAN PERMITTING
Kimley-Horn will prepare a Site Plan Modification package in accordance with the City of Treasure Island Development Review Commission (DRC). Upon completion of the Site Plan package, Kimley-Horn will submit for DRC approval. Kimley-Horn will revise the Development Plan package per DRC comments and resubmit if required.

11. PINELLAS COUNTY UTILITY PERMIT (WATER SERVICE)

Kimley-Horn will coordinate with Pinellas County to ensure water service is provided to the proposed facilities. Selected contractor will be required to coordinate meter installation.

All permitting fees will be paid directly by the City.

C. CONSTRUCTION ADMINISTRATION SERVICES (Hourly, Not to Exceed)

12. CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide up to 175 hours of construction phase services. If additional construction phase services above an additional service will be requested.

Pre-Construction Conference and Bi-Monthly Construction Progress Meetings. Kimley-Horn will attend a Pre-Construction Conference before the start of construction. Kimley-Horn will attend up to twenty-four (24) virtual construction progress meetings. It is assumed that no more than two (2) virtual meetings will occur each month for up to twelve (12) months.

Visit to the Site and Observation of Construction. The Engineer will provide up to eight (8) visits to make on-site construction observation services during the construction phase. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during the visit and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep the City informed of the progress of the Work.

The purpose of the Engineer's site visit will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide the City a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during the visit or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Pre-Construction Conference. The Engineer will attend one (1) Pre-Construction Conference prior to commencement of work at the City public works office that will be led by the City.

Recommendations with Respect to Defective Work. The Engineer will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the

Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.

Shop Drawings and Samples. The Engineer will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. The Engineer may require special inspections or tests of Contractor's work as the Engineer deems appropriate, and may receive and review certificates of inspections within the Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Engineer shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between the City and Contractor. The Engineer will, if requested by the City, render written decision on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City, the Engineer considers the Work substantially complete; the Engineer will notify the City and Contractor.

Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.

Record Drawings and Project Documentation. The Engineer will compile construction records provided by the contractor during construction, shop drawings, and the Engineer records.

Limitation of Responsibilities. The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity

performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

D. ARCHITECTURAL DESIGN

Kimley-horn will obtain architectural services from S.Ly Architecture LLC based on the scope below:

Project Information, Program and Physical Characteristics:
Project is located along 108th Ave on Treasure Island, FL

The Client aims to provide a ground up Public Works building, a Public Works Garage building, and reroof an existing store building. The new buildings will be pre-engineered metal buildings with manufacturer standard siding and openings. Interior build out and design is anticipated to provide restrooms, offices, conference, and storage space for the Public Works Department. Anticipated building area is 1,200sf for the Public Works Office, 3,200sf for the garage, and 2,000 sf for the re-roof. It is anticipated that the Garage is not elevated out of the floodplain.

No structural, mechanical, electrical, plumbing or fire protection engineering is included. No site design is included.

13. ARCHITECTURAL SCHEMATIC DESIGN

Based upon the Client approving the contract, the Architect will produce concept layouts incorporating the Client's program. The Architect will develop up to three (3) plan iterations for review.

Schematic Phase Deliverables

- Floor plan(s), with offices, doors, and any major equipment identified and located

Presentations/ Meetings

- weekly presentations or meetings with anticipated duration of 4-6 weeks

14. ARCHITECTURAL DESIGN DEVELOPMENT

Following the approval of Schematic Design, the Architect will produce Design Development Documents.

The Architect will:

- Coordinate structural, mechanical, plumbing, and electrical systems with engineering design consultants as needed to meet the project requirements.
- Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
- Outline specifications that identify the major materials and systems.
- Submit Design Development Documents for Client's approval.

15. ARCHITECTURAL CONSTRUCTION DOCUMENTATION

Based upon the Client's approval of the Design Development Drawings, the Architect will prepare Construction Documents for review and approval. The Construction Documents will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

- Incorporate the design requirements of authorities having jurisdiction over the Project.
- Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems, and their respective standard of quality.
- Submit Final Construction Permit Documents to Client

Presentations/ Meetings

- Weekly presentations or meetings with anticipated duration of 8-9 weeks

16. ARCHITECTURAL CONSTRUCTION ADMINISTRATION

The Architect and the Architect's Consultants will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect and the Architect's Consultants will assist the Contractor when conflicts or clarifications are needed. The Architect and the Architect's Consultants will make periodic site visits to observe construction and follow the progress.

The Architect will:

- Attend site visits/meetings at the project site to evaluate the progress of Construction. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
    - It is anticipated that all site visits and meetings will be completed concurrently.
- Review and respond to the contractor's submittals and shop drawings.
- Review and respond to the contractor's requests for information (RFIs).
- Attend one (1) Substantial Completion walk-through.
- Provide a Punchlist, a Punchlist from the Architect's consultants is included.

17. INTERIOR DESIGN

Provide specifications, details, and select all room finishes, including carpet, paint, wallcovering, wall base, plastic laminate at millwork cabinets, vinyl composition tiles, exterior window blinds, etc.

The Architect will:

- Provide furniture plan layout drawings including office spaces and ancillary space furniture selections for coordination and pricing with Furniture Vendor.
- Provide finish and fabric selections in coordination with Client and Vendor.
- Provide Millwork sections, details, and elevations for Breakroom, Office, and other ancillary spaces.

E. MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SERVICES

Kimley-Horn's scope and fee are based on the following project understanding and assumptions. If any of these assumptions are not correct, then the scope and fee provided below may change:

- The project will be two new buildings located at 152 108th Ave, Treasure Island, FL 33706.

- The first building is a pre-engineered office building estimated to be roughly one (1) story with a total area of 1,200 sf.
- The second building is a pre-engineered garage building estimated to be roughly one (1) story with a total area of 3,120 sf.
- The garage will be for equipment storage/maintenance and not for parking.

- The HVAC design shall be based on the following:
    - The system will be designed as a Split Dx system with indoor air handlers located throughout the buildings.
    - Ductwork and air distribution design is included and will be coordinated with other trades inside the building.
    - Outside air will be provided by via intake louvers and ducted to the return of air handlers
    - Exhaust will be provided as a dedicated exhaust fan located on the roof or as individual exhaust fans discharging out of the side through louvers.
    - The Garage will be designed as an enclosed garage with mechanical ventilation for any fuel storage areas.

- The plumbing design shall be based on the following:
    - Domestic water design is included and for the purposes of this letter agreement is assumed that domestic water service will be provided as a single meter to the building from the public water main.
    - All roof storm drain fixture locations and roof sloping layouts shall be provided by the Client's architect.
    - All garage drain fixture locations and roof sloping layouts shall be provided by the Client's architect.
    - The plumbing system for garage will include the design of a water oil separator system.
    - The design of a domestic water booster pump system is not anticipated and excluded from this scope of services.
    - Sanitary and vent system design is included in this scope of services.
    - Roof drainage system will be designed as gutter and downspouts exterior to the building.
    - Coordination with the civil engineer is anticipated in the scope of services.

- The electrical design shall be based on the following:
    - Site electrical and photometrics are included in this scope of services.
    - FDEP permitting for site lighting photometrics are included in this scope of work.
    - Power receptacle layout and design is included in this scope of services.
    - Lighting design for all front of house areas will be coordinated with the Client's architect and / or their lighting designer. The Client's lighting designer shall provide Kimley-Horn with all front of house lighting fixture layouts, schedules, control diagrams and switching layouts, along with CAD plans showing lighting photometrics to be included in the electrical engineering plans for building permit.
    - Building lightning protection design is excluded in this scope of work.
    - Fire Alarm design to consist of schematic plans and "preliminary based design" (**FAC 61G15)** specifications. Detailed fire sprinkler drawings shall be provided by the Client's sprinkler contractor.

- Technology design services provided in the MEP design scope of services below will have the design for the pathway and backboxes only.

- The Fire protection design for the buildings shall be based on the following:
  - Fire protection design to consist of schematic plans and "performance-based" **(FAC 61G15)** specifications. Detailed fire sprinkler drawings shall be provided by the Client's sprinkler contractor.
  - The Client's fire sprinkler contractor shall be responsible for fire sprinkler permit documents.
  - The design of a fire pump is not included in this scope of services.

- For budgeting purposes, Kimley-Horn assumes that weekly meetings will occur throughout each design phase task provided below beginning with the kickoff meeting and in accordance with the duration of each design phase task outlined below in the scope of services. Should the design schedule be extended beyond its initially established timeframe, attendance at any additional meetings may be considered an additional service and subject to additional charges.

- Revit: Kimley-Horn utilizes Revit as the basis for Kimley-Horn's design software Kimley-Horn's Revit model will be prepared to a Level of Development (LOD) 300 standard which will consist of the following:
  - Model elements represented for all ductwork, piping, conduits (6" or greater), duct banks, panel boards, mechanical and plumbing equipment, fire protection equipment. Refrigerant piping will be modeled for the intent of routing purposes only.
  - Interdisciplinary coordination with MEPFP systems in the building to address major coordination items such as chases, above ceiling heights, coordination with structural members and foundations. Though major coordination will be done, the model will not be clash free. Any elements under 6" in diameter or depth will be modeled for design intent only and will be left up to the Client's contractor for all final coordination.
  - All lighting and plumbing fixtures will be placed and controlled by the Client's architect in their model and referenced and modeled in the Kimley-Horn Revit model.
  - Meeting with Client's architect and Client's other subconsultants will be for coordination only. Clash detection meetings are not part of this scope of services and can be provided as an additional service.

18. SITE LIGHTING
    - Kimley-Horn will coordinate with the Client and landscape architect along with their preferred lighting vendor for the proposed light fixture layout including fixture selection, quantities, and controls for incorporation into the site electrical plans for the proposed project.
    - This scope of services consists of lighting for the site common areas, dock lighting, and exterior areas only and excludes any building or roadway lighting.
    - Kimley-Horn will provide an electrical site plan for power layout around the Project site. This will include general receptacle power layout only.
    - Electrical plans will include a set of power plans and riser diagrams that show power for signage, fueling station, washdown areas, convenience receptacles, and transformer locations only.

- Kimley-Horn will provide a preliminary power plan markup for review and acceptance by the Client for incorporation into the final power plans. Transformer sizing will be provided by the building MEP engineer in conjunction with the local electrical utility provider. Kimley-Horn will take these sizes and incorporate them into the plans to show for coordination.
- Prepare one (1) Construction Document progress drawing PDF submittal at approximately 30% and 100%
- The 100% construction document submittal will be for permitting only and not for construction. The plans will include the following at the 100% Submittal. For other submittals, information from the items detailed below will be provided but not completed:
  - Cover Sheet
  - General Notes and sheet specifications
  - Normal voltage power-source light fixtures (120V, and 208V).
  - Conduit pathways for lighting from power source to light source, including handholds.
  - Conduit pathways for power locations from main distribution panel, primary panels and transformer locations
  - Load calculations
  - Riser diagrams
  - Luminaire schedules
  - Fault current calculation
  - Specifications
- Respond to up to two (2) rounds of 100% Construction Document review comments.
- Provide and submit a response narrative addressing permit comments provided by the Agencies Having Jurisdiction (AHJ) and permit reviewers.
- Coordinate with Client's architect and Client's other consultants addressing permit comments.
- Prepare final Construction Documents and specifications for bidding and final submission to the building department.
- Specifications will be prepared as standard sheet specs.

Submit stamped and signed PDF drawings and specifications for building permit application and final building permit coordination.

19. MEP SCHEMATIC DESIGN
    - Attend one (1) Client and / or architect kickoff meeting for project initiation.
    - Schematic Design phase is anticipated to last up to four (4) weeks.
    - Kimley-horn will attend up to one (1) weekly coordination meeting per week, for up to one (1) hour, as requested by the Client for the duration of the Schematic Design phase.
      - For the purposes of this letter agreement, Kimley-Horn assumes there will be 4 total weekly design meetings for this task.
    - Prepare preliminary load estimates for coordination of MEP equipment for space requirements.
    - Coordinate locations of incoming services to buildings with the civil engineer.
    - Coordinate the approximate location of the existing utility infrastructure.
    - Coordinate the availability and requirements of storm, water, sewer, and reclaim water for points of connection and discharge with the civil engineer.
    - Prepare preliminary sanitary sizing for civil engineering coordination and connection.
      - No Revit modeling is included in this task, this task is for planning purposes only.
    - Prepare Schematic Design narratives describing the proposed MEP/FP systems.
    - Respond to up to two (2) rounds of schematic design narrative comments from Client.

20. MEP DESIGN DEVELOPMENT

- Upon written approval of the Schematic Design narrative by the Client, Kimley-Horn will proceed into the Design Development phase.
- Kimley-Horn anticipates the Design Development phase is anticipated to last up to eight (8) weeks.
- Kimley-horn will attend up to one (1) weekly coordination meeting per week, for up to one (1) hour, as requested by the Client for the duration of the Design Development phase.
    - For the purposes of this letter agreement, Kimley-Horn assumes there will be eight (8) total weekly design meetings for this task.
- Kimley-horn will provide update design calculations, equipment selections, and fixture selections.
- The Revit model will be updated to show major system equipment locations, routing, and coordinate with Client's architect and their sub consultants.
- Prepare and deliver Design Development drawings in PDF format and shall include the following:
    - Cover Sheet
    - General Notes and sheet specifications
    - Floor plans with MEP system layouts for all major pieces of equipment.
    - Schedules and detail sheets
    - Electrical riser diagrams
    - Panel schedules will be shown but not populated until the CD phase
    - Enlarged plans
    - Power layout will be provided, lighting in all core and shell spaces.
    - All front of house lighting will be provided during the CD phase.
- Respond to up to two (2) rounds of owner Design Development (DD) review comments.

21. MEP CONSTRUCTION DOCUMENTS

- Upon written approval of the Design Development deliverables by the Client, Kimley-Horn will proceed into the Construction Document phase.
- Upon approval of the DD Submission and Client directive to proceed into the CD phase Kimley-horn will proceed into the CD phase.
- Kimley-Horn anticipates the Construction Document phase to last up to eight (8) weeks.
- Kimley-horn will attend up to one (1) weekly coordination meeting per week, for up to one (1) hour, as requested by the Client for the duration of the Construction Document phase.
    - For the purposes of this letter agreement, Kimley-Horn assumes there will be eight (8) total weekly design meetings for this task.
- Finalized equipment, calculations, and fixture selections.
- Prepare one (1) Construction Document progress drawing PDF submittal at approximately 30%, 60%, and 90% CDs
- Kimley-Horn will respond to up to two (2) rounds of comments, from the Client, for each of the 30%, 60%, and 90% submittals.
- The 90% construction document submittal will be for permitting only and not for construction. The plans will include the following at the 90% submittal. For other submittals information from the items detailed below will be provided but not completed:
    - Cover Sheet
    - General Notes and sheet specifications
    - Floor plans with MEP system layouts for all major pieces of equipment.
    - Annotations of all MEP systems

- Schedules and detail sheets
- Electrical riser diagrams
- Populated and final complete panel schedules
- Enlarged plans
- Power and lighting layouts
- Plumbing isometrics and riser diagrams.
- Life safety riser diagrams
- Controls and sequence drawings

- Kimley-Horn will respond to up to two (2) rounds 90% Construction Documents review comments.
- Provide and submit response narrative addressing permit comments provided by the AHJ and permit reviewers.
- Coordinate with the architect and Client's other consultants addressing permit comments.
- Prepare final Construction Documents and specifications for bidding and final submission to the building department.
- Specifications will be prepared as standard book specs or sheet specs.
- Submit stamped and signed PDF drawings and specifications for building permit application and final building permit coordination.

22. MEP LIMITED CONSTRUCTION PHASE SERVICES

- *Site Visits and Construction Observation.* Kimley-Horn will make visits up to two (2) site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

- Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any Contractor. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

- Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

- *Shop Drawings and Samples*. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- *Substitutes and "or-equal/equivalent."* Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Record Drawings. As an additional service if required, Kimley-Horn will prepare a record

drawing showing significant changes reported by the Contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built, but will be based on information made available.

- Kimley-Horn will respond to RFIs and Submittals within a reasonable amount of time, but not more than five (5) business days for RFIs and ten (10) business days for submittals.

F. UPLAND STRUCTURAL DESIGN

23. UPLAND STRUCTURAL DESIGN

Kimley-Horn will provide structural design services related to the one (1) above grade concrete platform for a modular field office and foundations for a pre-engineered metal building. The following components are stated below:

- Pre-Engineered Metal Building Foundations
  - Kimley-Horn will design the cast-in place concrete foundation for a pre-engineered steel structure.
  - Kimley-Horn will coordinate loads and layout with one (1) pre-engineered metal building manufacturer and confirm foundation conformance with their requirements.
  - Kimley-Horn will prepare structural criteria for use in a pre-engineered metal building specification prepared by architect or others for use in the procurement of the building.
  - Architectural and MEP is assumed to be by others and assumed to include but not be limited to exterior aesthetics, windows, doors, finishes, life safety, fire protection, electrical and HVAC design.
- Elevated Concrete Platform
  - Kimley-Horn will design the cast-in place concrete elevated platform for a structural steel modular building structure to be attached on top of the platform.
  - Kimley-Horn will coordinate loads and layout with one (1) pre-engineered modular building manufacturer and confirm platform conformance with their requirements.
  - Kimley-Horn will prepare structural criteria for use in a pre-engineered modular building specification prepared by architect or others for use in the procurement of the building.
  - Architectural and MEP is assumed to be by others and assumed to include but not be limited to exterior aesthetics, windows, doors, finishes, life safety, fire protection, electrical, stair/elevator access, and HVAC design.
  - Kimley-Horn will not design or detail elevated access to the elevated platform. All access points to the elevated platform shall be provided by the pre-engineered building manufacturer or others.

Survey and geotechnical data will be provided by the Client to the design team.

The structural design scope assumes that the general layout and overall geometry will be established by the design team at the 30% submittal. The structural team will provide general overall sections identifying material sizes and thicknesses to be included in the 30% plans, but no structural plans are anticipated at the 30% submittal.

Kimley-Horn will prepare 60%, 90%, and 100% (final) level design drawings for submittal. Structural material specifications will consist of notes on the plans. No separate technical specification book is anticipated.

Key assumptions:

- Vehicle and equipment loading will be determined and confirmed at the 30% submittal
- The codes to be used in design shall be the 2023 Florida Building Code – Eighth Edition, ACI 318-19, ASCE 7-22, and other applicable design codes.
- Overall geometry will be established by design team at 30% submittal stage
- The pre-engineered building manufacturers shall provide installation instructions to the Kimley-Horn Structural Team prior to finalizing design
- The building manufacturer shall provide preliminary column reactions to the Kimley-Horn Structural Team at the 60% submittal stage
- Geotechnical report will include recommendations for foundation design at all locations for all facilities requiring structural design
- Cost estimate and quantity takeoffs will not be performed by Kimley-Horn Structural Team
- 1 internal design review sessions per submittal
- Assumes two (2) rounds of permit comments and plan revisions
- 3D modeling (i.e. Revit, BIM, or 3D CAD) initiated the Kimley-Horn Civil Team
- All permit and processing fees will be paid by the Client

Anticipated Virtual Design Coordination Meetings:

- Coordination meeting with Geotech (2)
- Project Coordination Meetings (6)
- Coordination Meetings with the Client (2)

Anticipated Construction Drawing List:

- Structural Notes (1 sheet)
- Pre-Engineered Metal Building Foundation Plan, Sections, Details (3 sheets)
- Cast-In-Place Concrete Elevated Platform Plan, Sections, Details (4 sheets)
- Typical Details (2 sheet)

Additional Services

Any services not specifically provided for in the above scope of services will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Offsite roadway improvements
- Offsite utility extensions
- Traffic Impact Study
- Commissioning Services.
- Technology Design (detailed design of access control, telecommunication, audio visual)
- LEED Design or Administration.
- Life Cycle Cost Analysis
- Record Drawings
- Value engineering request, design changes, and meetings beyond what is included in this

scope.
- Revit Modeling beyond standard Level of Development (LOD) 300.
- Project phasing or fast track construction bid / documentation.
- Construction administration visits beyond what is listed in the scope of services above.
- Platting Services
- Rezoning
- Cumulative Impacts Analysis for wetland mitigation bank credit purchase
- Seagrass mitigation plan preparation
- Pinellas County permitting
- Floodplain modeling
- Dock Replacement (Under Separate Contract)
- Seawall Replacement (Under Separate Contract)

Information Provided by the City of Treasure Island

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Copies of all available information pertinent to services for the project
- Plan reviews
- Signatures on required applications
- Access to the property
- Topographic survey (previously completed)
- Geotechnical reports and analysis (previously completed)
- The City will coordinate with the prefab manufacturers and shall provide Kimley-Horn the building Footprints in AutoCAD format with mechanical, electrical, and plumbing plans, and utility demand requirements

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services outlined above for the associated fee below. Individual task amounts are based on the attached manhour estimate breakdown requested by the Client and are informational only.

Task Number & Name		Fee	Type
A.	**UPLAND PUBLIC WORKS FACILITY IMPROVEMENTS**	**$116,000**	LS
1	Project Kickoff Meeting & Initial Site Visit	$1,500	LS

2	30% Civil Schematic Design (Uplands)	$33,000	LS
3	30% City Development Review (DRC) Meeting	$1,500	LS
4	Civil Construction Documents	$38,500	LS
5	Stormwater Modeling	$17,500	LS
6	Code Minimum Landscaping/Irrigation	$16,500	LS
7	Upland Cost Estimate	$6,000	LS
8	City Development Review Committee (DRC) Meeting	$1,500	LS
B.	**PERMITTING**	**$30,000**	NTE
9	Uplands FDEP/SWFWMD Environmental Resource Permit (ERP)		
10	City of Treasure Island Site Plan Permitting		
11	Pinellas County Utility Permit (Water Service)		
C.	**CONSTRUCTION ADMINISTRATION SERVICES**	**$35,000**	NTE
12	Construction Phase Services	$35,000	NTE
D.	**ARCHITECTURAL DESIGN**	**$73,000**	LS
13	Schematic Design	$4,500	LS
14	Design Development	$16,000	LS
15	Construction Documentation	$36,000	LS
16	Construction Administration	$12,500	NTE
17	Interior Design	$4,000	LS
E.	**MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SERVICES**	**$39,500**	NTE
18	Site Lighting	$8,000	NTE
19	MEP Schematic Design	$6,500	NTE
20	MEP Design Development	$9,500	NTE

21	MEP Construction Documents	$10,500	NTE
22	MEP Limited Construction Phase Services	$5,000	NTE
F.	**STRUCTURAL DESIGN CALCULATIONS**	**$45,000**	LS
23	Upland Structural Design	$45,000	LS
	Total	$338,500	

Kimley-Horn will not perform work until written authorization is provided by Client. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to ***the City of Treasure Island.***

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed

agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Dawn M. Dodge, P.E.

Title: Vice President

Signed: 

Printed Name: Jon P. Scott

Title: Project Manager

THE CITY OF TREASURE ISLAND.

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

_____

Attachment – Request for Information
Attachment – Standard Provisions

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 3, 2026
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the Award of the Design-Build Contract to CORE Construction Services of Florida, LLC for the New Public Safety Facility
BACKGROUND:	Hurricanes Helene and Milton caused extensive damage throughout Treasure Island, including the Police and Fire Station located on 108th Avenue. Originally constructed in 1958, the facility was deemed a total loss, requiring both departments to relocate and operate from temporary facilities. The proposed new Public Safety Facility will replace the former structure with a modern, resilient design that supports long-term operational continuity. The building will feature elevated occupied spaces and a floodproofed apparatus bay, ensuring the facility can withstand severe storm events while maintaining uninterrupted emergency response capabilities.
POLICY/PURPOSE:	The City of Treasure Island intends to procure a qualified Design-Build (DB) Firm to provide final design, permitting and construction services for a new three-story Public Safety Facility and an adjacent ground-level Apparatus Bay.
STRATEGIC PLAN RELEVANCE:	Goal 3 of the City's Strategic Plan is to "Proactively maintain and improve infrastructure that meets the future needs of the City."
ANALYSIS/DISCUSSION:	A City review team evaluated each firm's submission based on the criteria established in the RFQ, including demonstrated experience and the ability to provide the required services.

Following the initial evaluation, three firms were invited to present their proposals in oral presentations before the review team. Upon completion of the presentations, the review team finalized its rankings and now respectfully requests authorization to award a contract to the top-ranked firm, CORE Construction Services of Florida, LLC, subject to approval by the City Commission. This contract allows the selected firm to prepare sufficient design documents to establish a Guaranteed Maximum Price (GMP) for the project. At that time, the Board will be asked to review and approve the GMP before the firm is allowed to continue on the project.

FUNDING:

The total budget for the Design-Build Project has been established at Eight Million Dollars ($8,000,000). This amount encompasses all costs required to fully design and construct the project, including, but not limited to, design services, construction, permitting, testing, and all related fees and expenses. Proposers were required to demonstrate, through their submissions, both the willingness and the capability to deliver a project that meets the established budget while fully satisfying the design criteria outlined in the RFQ documents.

MOTION:

I move to Authorize the Award of the Design-Build Contract for the New Public Safety Facility to CORE Construction Services of Florida, LLC.

ATTACHMENTS:

Contract - CORE Construction.pdf
RFQ 26-008 Public Safety Facility Design Build Services.pdf
Exhibits A and B - Preliminary Floor Plans and Site Layout.pdf
Final Ranking Matrix.pdf

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
CORE Construction Services of Florida, LLC
PERTAINING TO DESIGN-BUILD SERVICES – PUBLIC SAFETY FACILITY RFQ 26-008

This Agreement is made and entered into on the 3rd day of March, 2026, by and between the City of Treasure Island, Florida (City) and CORE Construction Services of Florida, LLC (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated February 11, 2026.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-008), required Documents for RFQ 26-008, and Consultant's proposal submitted in response to RFQ 26-008 on or before February 11, 2026, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Design-Build Services for a Public Safety Facility.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 With all payment requests, the Consultant shall submit American Institute of Architects (AIA) forms G702 (Application and Certification of Payment) and G703 (Continuation Sheet).

7.4 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.5 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-008) (the RFQ) was publicly advertised on January 11, 2026. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on February 11, 2026. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the

City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-008 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes

or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
CORE Construction Services of Florida, LLC
2163 Main Street
Sarasota, FL 34237
Attn: Ryan Reiter

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the

purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's Fees and Costs. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement, or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore 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 five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's 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. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this

Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

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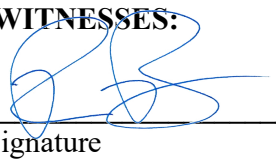
IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

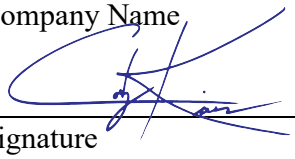


Signature

Roger Baum
Printed Name

CONSULTANT

CORE Construction Services of Florida, LLC
Company Name



Signature

President
Title

Cody Kiess
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

_____
City Clerk

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this 3rd day of March, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the "City", and CORE Construction Services of Florida, LLC, hereinafter referred to as "Contractor", concerning that certain agreement dated the 3rd day of March, 2026 ("Agreement") and titled Design-Build Services - Public Safety Facility.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods

or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) 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 records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than $1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services

of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". If applicable, Contractor shall comply with the disclosure requirements set forth is Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any

subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

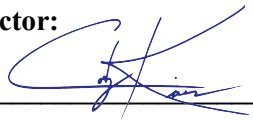
19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

(a) None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:



Print Name: Cody Kiess

Title: President

Company: CORE Construction Services of Florida, LLC

ATTEST: **City of Treasure Island**

City Clerk

CITY OF TREASURE ISLAND

REQUEST FOR QUALIFICATIONS 26-008

Design-Build Services – Public Safety Facility

ISSUED JANUARY 12, 2026

RESPONSES DUE FEBRUARY 11, 2026 by 2 PM

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I. SOLICITATION SCHEDULE

Statements of Qualification (SOQs) may be hand-delivered or mailed to City of Treasure Island City Hall, 10451 Gulf Boulevard, Treasure Island, FL 33706 to the attention of David Green, Assistant Finance Director, or submitted online via DemandStar. All SOQs, **one (1) with original signature and one (1) additional digital (PDF) version of the original** must be received before the closing date and time. All SOQs must be submitted on the City's official Proposal Form. **All envelopes must be clearly marked "Design-Build Services – Public Safety Facility"**. Respondents submitting via DemandStar do not need to submit original hard copies, but must submit all requirements via DemandStar and must submit before the stated closing date.

IMPORTANT DATES
(*timeline is subject to change)

January 12, 2026	Solicitation posted
January 20, 2026	Mandatory Pre-Proposal Meeting
January 27, 2026	Questions due by 12pm
February 2, 2026	Answers posted by 5pm
February 11, 2026	Closing Date / Proposal Opening 2pm
February 16, 2026	Oral Presentations from Shortlisted Firms
March 3, 2026	Commission Award of Contract

A mandatory pre-proposal conference will be held Tuesday, January 20, 2026 at 10:00am in the Commission Chamber, 2nd Floor, located at City Hall, 10451 Gulf Blvd, Treasure Island, FL 33706. This pre-proposal meeting will allow Proposers the opportunity to ask any questions concerning this solicitation. All interested parties are required to attend. Any proposal received from any firm other than firms represented at the conference will be disqualified from consideration. An attendee may represent only one (1) firm.

Any SOQs received after the specified date and time will not be considered. The public meeting to open all submissions will be held shortly after the closing date/time at the City of Treasure Island Helm Boardroom, 3rd Floor, located at 10451 Gulf Boulevard, Treasure Island, FL. The purpose of the public opening is for acknowledgement of proposals received. Only the names of proposers will be announced at that time. The documents will not be reviewed or evaluated at the public opening and no discussion concerning the proposals will be held at this time.

The City of Treasure Island is committed to ensuring that all solicitation documents are available and accessible to the public at-large. Should you experience any difficulty in accessing any of these solicitation documents, please contact David Green, Assistant Finance Director at dgreen@mytreasureisland.org. The RFQ document may be obtained from the Internet via the City's Website www.mytreasureisland.org or from DemandStar. Questions concerning the RFQ should be submitted by email to dgreen@mytreasureisland.org by January 27, 2026, by 12 PM. All questions will be answered and posted on the City's DemandStar portal by February 2, 2026, by 5 PM.

II. OVERVIEW

The City of Treasure Island (the City) intends to hire a qualified firm authorized to do business in Florida to provide Design-Build Services at a Guaranteed Maximum Price for the design and construction of a new Public Safety Facility using the qualifications-based selection process under Florida Statutes, Section 287.055. The Design Criteria in Section III establish the minimum technical requirements, performance expectations, site information, and statutory framework governing the procurement.

The Design Criteria are provided to ensure that all Design-Build proposers review a common baseline of project needs, constraints, and performance requirements. The project shall be designed and constructed in general conformity with the Design Criteria outlined herein. Exceptions to these criteria may be considered only upon written approval by the City.

The total budget for the Design-Build Project is not to exceed Eight Million Dollars ($8,000,000). This budget includes all costs necessary to fully design and construct the project including but not limited to design fees, construction costs, permits, testing, and all other associated fees and expenses. Proposers must demonstrate in their submissions the willingness and capability to develop a project that complies with the established budget while meeting the design criteria set forth in the RFQ documents.

Partial project funding has been allocated through the Annual State of Florida appropriations process. Accordingly, all prime contract and subcontract documents must comply with all applicable state procurement standards and funding requirements.

III. SCOPE OF SERVICES

A. Project Description & Spatial Program

1. **Public Safety Facility – Ground Floor plus Two Elevated Office Floors**
   The building shall include:
   - Ground Floor: Public entry lobby, staff entrance, elevator, secure entry control, antique vehicle display area and space for lunch/gym workout equipment
   - Second Floor – Fire Station Crew Level: Office space, sleeping quarters, dayroom, kitchen, laundry, storage, EMS supply, restrooms/showers
   - Third Floor – Police Administration Level: Office and administrative suites, interview rooms, records/storage, conference room, break area, restrooms

2. **Apparatus Bay Structure (Adjacent)**
   A ground-level, at-grade facility sized for three drive-through apparatus bays including:
   - Apparatus parking bays
   - Gear storage and workshop/support areas
   - SCBA and equipment rooms
   - Decontamination/clean room
   - Medical supply storage

B. Site Information

1. **Property Location**: 120 108th Avenue, Treasure Island, FL

2. **Legal Description**: CITY OF TREASURE ISLAND, E 60FT OF LOT 6 & LOTS 7,8.9,10,11 OF BLK 8 OF TREASURE ISLAND, CITY OF BLKS 2-4-9-15 INCL SUB

3. **Existing Surveys & Conditions**
   The City will provide available existing documentation, which may include:
   - Foundry and topographic surveys
   - FEMA flood information
   - Utility as-build records
   - Geotechnical borings
   - Environmental assessments

   The Design-Build Firm shall verify all conditions as part of final design.

4. **Site Constraints**
   - Coastal exposure and wind-borne debris region
   - Flood zone conditions requiring elevated ground floor
   - Tight urban site which requires efficient circulation and emergency egress paths

C. Performance Requirements

1. **Building Codes & Standards**
   Design and construction shall comply with applicable requirements found within the latest editions of:
   - Florida Building Code (FBC)
   - National Fire Protection Association (NFPA)
   - Florida Fire Prevention Code
   - National Institute of Standards and Technology (NIST)
   - Criminal Justice Information Services (CJIS)
   - Emergency Responder Communication Enhancement Systems (ERCES)
   - Florida Accessibility Code
   - Local zoning & land development regulations
   - State Fire Marshal review requirements for Fire Station components

2. **Durability & Material Quality**
   Minimum expectations:
   - Hurricane-resistant construction per FBC Risk Category IV
   - Impact-rated windows/doors
   - Corrosion-resistant exterior assemblies
   - Fire station-grade interior finishes
   - Law enforcement-grade secure office and records spaces

3. **Fire and Police Spatial Needs Assessment (Square Footage can vary)**

   Fire Department/2nd Floor

Public Restroom	70	SF
Chief's Office w/ storage	180	SF
Deputy Chief's Office w/ storage	180	SF
Assistant/LSE office w/ storage	120	SF

Lieutenant Office	100	SF
Restrooms (2) w/ showers	140	SF
Pantry space (3 in kitchen, 40 ea)	120	SF
Kitchen (3 refrigerators)	320	SF
Janitor's Closet w/ mop sink	40	SF
Data Closet (station alert equip)	30	SF
Day Room (5 recliners, dining near kitchen)	560	SF
Sleeping Quarters (5), bed/storage, lockers (3), desk, window	500	SF
Total	**2360**	**SF**

Police Department/3rd Floor

Lobby/Reception/Office Manager w/ protective glass	200	SF
Break Room w/ seating for 10	150	SF
Public Restroom	70	SF
18 Lockers	125	SF
Staff Restrooms (2) w/ showers	140	SF
Janitor's Closet w/ mop sink	40	SF
Records Closet	80	SF
Open Workspace w/ 6 workstations, squad room desk	300	SF
Sergeant Office w/ 5 workstations and small table	300	SF
Criminal Investigation/Detective Office w/ 2 workstations	160	SF
Interrogation Room (no window)	110	SF
Armory	90	SF
Evidence Processing/Lab/Storage w/ freezer/refrigerator	350	SF
Equipment Storage	175	SF
Server Room/IT Office	300	SF
Chief's Office	180	SF
Lieutenant Office	180	SF
Conference Room (interview room w/ window)	200	SF
Total	**3150**	**SF**

General Shared Space: Fire and Police Department/2nd Floor/Ground Floor

Lobby/Reception/Assistant	300	SF
Copy Room/Supplies	150	SF
EOC/Training/Conference Room w/ 18 rolling nesting tables	465	SF
Gym/workout area	300	SF
Total	**1215**	**SF**

Fire Apparatus: 3 Bays/Adjacent Ground Floor

Bays (3) w/ 14' clearance	3225	SF
Bunker Gear Storage	150	SF
Conditioned Workshop/MSA Room	200	SF
Compressor Room	120	SF
EMS Storage/Medical Gas	100	SF
Decontamination Room/Biohazard/Laundry	100	SF
Total	**3895**	**SF**

4. **Preliminary Floor Plan**
   A preliminary floor layout has been developed with input from the Fire and Police Departments for use by the Design-Build Firm to provide guidance in development of final construction plans. Refer to Exhibit A for preliminary floor plans for each level.

D. Site Development Requirements

1. **Utilities** – the Design-Build Firm is responsible for confirmation and connection of:
   - Water and sanitary sewer
   - Fire protection service
   - Power (including emergency generator)
   - Communications/fiber connectivity

2. **Stormwater Management**
   - Must meet SWFWMD applicable water management district rules
   - Obtain permitting for stormwater management
   - On-site retention/detention as required

3. **Parking & Access**
   - Staff parking
   - Public parking for walk-in visitors
   - Drive-through Fire Apparatus circulation
   - ADA-compliant pedestrian access

4. **Preliminary Site Layout**
   A preliminary layout of structures, site access and circulation has been prepared to assist the Design-Build Firm in rapidly assessing the site design and permitting requirements. Refer to Exhibit B for the site layout plan.

5. **Elevation Standards**
   The Design-Build Firm must meet strict elevation standards. The finished grade/floor elevation must meet or exceed the highest of:
   - Elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the emergency shelter location plus 20%
   - 100-year (1% annual chance) base flood elevation plus 3 feet
   - 500-year (.2% annual chance) flood elevation (if determined) plus 2 feet
   - Elevation required by the AHJ for the location

E. Budget and Cost Parameters

The total budget for the Design-Build Project is not to exceed Eight Million Dollars ($8,000,000). The selected Design-Build Firm shall:

1. Prepare a Design Report outlining all parameters of the project and describing in detail the design features
2. Submit a Guaranteed Maximum Price (GMP)
3. Accept payment from the City of $250,000 upon acceptance of the Design Report and GMP
4. Ensure that the GMP includes allowances for permitting, utility fees, and commissioning

5. Provide alternatives for equipment, finishes, or site improvements to help meet the established budget

F. Schedule Requirements

Proposers must submit a schedule that includes:

1. Design Report development including sufficient design to prepare GMP for the facility (3-months maximum allowed)
2. Presentation of the GMP Proposal
3. Accelerated foundation phased design to allow early start on construction
4. Phasing remaining design to maximize efficiency and enable timely construction to continue
5. Identify permitting and construction milestones
6. Identify long-lead procurement timelines
7. Provide substantial and final completion dates
8. Estimated overall duration: 14-16 months (subject to proposer's approach)

G. Specific Project Requirements

1. Facility classified as an Essential Facility (Risk Category IV)
2. Redundant power with emergency generator
3. Energy-efficient HVAC systems
4. Secure police areas with controlled access
5. Firefighter bunk rooms meeting wellness standards
6. Environmental resilience features (flood, wind, corrosion)
7. Outdoor generator and mechanical pads screened from public view

H. Building Information Modeling (BIM) Requirements

This project requires the Design-Build Firm's experience with Building Information Modeling (BIM) in each design discipline during the design and construction phases including but not limited to the following:

- Revit and AutoCAD 3D full data centric inter-discipline 3D coordination or architectural, structural, MEP, and civil work
- 3D Design modeling and visualization at each phase of the project
- Model preparation for architecture, structure, HVAC, plumbing, fire protection, and electrical systems
- Model maintenance for downstream users, including sub-consultants

The City requires that all digital documents submitted by the contractor be accessible according to Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.

I. Required Project Deliverables

The Design-Build Firm must provide the City (for submission to FDEM):

1. Regulatory reviews and required permits
2. Construction schedule (Gantt chart)
3. Site survey and master plan
4. 90% bid-ready drawings signed and sealed

5. Pre-construction, progress, and final photos
6. As-build drawings
7. Engineer certification letter or Certificate of Occupancy

J. Additional Information

1. The Design-Build Firm shall incorporate best practices for resilient coastal public safety structures.
2. The City will waive all permit fees associated with Treasure Island Building Permit.
3. The City is prepared to meet weekly or as otherwise necessary to ensure timely turnaround of review and respond to questions or comments to avoid unnecessary delays to the project.
4. Final design of any phase of construction must be approved by the City prior to starting.
5. The Design-Build Firm must submit AIA G702 (Application & Certificate for Payment) and AIA G703 (Continuation Sheet) for payment.

K. Permitting Matrix

The Design-Build Firm shall be responsible for obtaining and paying for all permits for a complete project unless otherwise noted. The following list shall be verified and amended as necessary by the Design-Build Firm:

Permit/Approval	Agency	Notes
Building Permit	City of Treasure Island Building Department	Full design submittal required; phased permitting allowed if approved by City
Fire Marshall Review	Florida State Fire Marshal/Local Fire Official	Fire code compliance for Fire Station and Apparatus Bay
Site Development Review	City of Treasure Island	Includes site plan, utilities, landscaping, and floodplain review
Stormwater Permit	SWFWMD	Prepared per Chapter 40D FAC
Right-of-Way/ Driveway Permit	City/FDOT (as applicable)	Required for public access modifications
FDEP NPDES NOI	FL Department of Environmental Protection	For construction activities over one acre
Utility Connection Approvals	Duke Energy, local telecommunications provider, County water/City sewer	Design-Build Firm shall coordinate all fees and connection documentation
Elevator Certification	Florida Bureau of Elevators	Required prior to occupancy

IV. QUALIFICATIONS & EXPERIENCE REQUIREMENTS

SOQs will be considered from firms normally engaged in implementing the services requested. Respondents to this solicitation including subcontractors must be registered with the State of Florida, Division of corporations (SunBiz) to do business in Florida. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions of the Contract. The City will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all Statements of Qualifications where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform. Firms must have performed design-build services for a minimum of five years. To qualify for consideration, the respondent must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services outlined in this RFQ.

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V. SUBMISSION REQUIREMENTS

The purpose of this section is to provide information related to the qualifications of firms interested in performing the services requested in this RFQ. Responses to all subsets of this section are mandatory. Failure to provide the requested information may result in the firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City and are subject to public records laws. All expenses incurred in the preparation of the submittal, including travel expenses for interviews, shall be borne by the Respondent**.**

A. Legal Name

SOQs must clearly indicate the legal name, address, and telephone number of the respondent: company(ies), firm(s), partnership(s), and/or individual(s). SOQs must be signed with the typed or printed name and title of the signer. The signer must have the authority to bind the respondent to the submitted proposal. The SOQ must contain evidence of respondent's authority and qualification to do business in the State of Florida.

- SOQ submission by a **corporation** must be submitted with the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the corporate secretary or an assistant corporate secretary. The corporate address and state of incorporation must be identified.
- SOQ submission by a **partnership** must be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign. The partnership's address for receiving notices must be identified.
- SOQ submission by a **limited liability company** must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices must be identified.
- SOQ submission by a **joint venture** must be executed by an authorized representative of each joint venturer. The joint venture's address for receiving notices shall be identified.
- SOQ submission by an **individual** must show the respondent's name and official address for receiving notices.

B. Submission Procedures & Required SOQ Format

Questions and requests for additional information should be addressed to David Green, Assistant Finance Director, by email at dgreen@mytreasureisland.org by January 27, 2026, at 12 PM. Only written interpretations or answers made as to the meaning or specifications of the scope of this RFQ will be binding. It is the further responsibility of each Respondent to determine whether any addenda have been issued to this RFQ and to incorporate any such addenda into the submission of qualifications.

All SOQs must be typewritten. Legibility, clarity, and completeness are essential. The deadline for submission of SOQs is 2 PM on February 11, 2026. SOQs may not be withdrawn, edited or modified after the submission deadline.

The City of Treasure Island reserves the right to reject any and all submittals, or any part of any submittal, to waive any technical errors, irregularities, or informalities in any submittal, and to accept the submittal which is deemed to be in the best interest of the City.

Submission Procedures – Mailed/Delivered (Option 1) or via DemandStar (Option 2)

OPTION 1

Each SOQ must have one (1) original of all required documents with original signature(s) and one (1) electronic copy on a flash drive submitted in a sealed envelope/package to:

Assistant Finance Director
City* of *Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

To prevent opening by unauthorized individuals, your SOQ should be identified as follows:

DESIGN-BUILD SERVICES – PUBLIC SAFETY FACILITY

Request for Qualifications No. 26-008

Name of CONSULTANT: _____

Address of CONSULTANT: _____

_____

Point of Contact: _____

OPTION 2

Respondents may submit **all** required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option.

Respondents must either submit via Option 1 **or** Option 2. SOQs submitted using both options could risk being deemed non-compliant.

Section	Information to be Included in SOQ Submittal	Page Limit
TOC	Table of Contents	1 page
Section 1 - Proposal Form	Complete "Proposal Form" located in Section VII and sign in both places.	NA
Section 2 - Statement of Interest	Provide an introduction and make a positive commitment to perform the required services. Also, provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number and email address.	1 page
Section 3 – Approach	Include a general synopsis of the firm's approach and understanding of the services required. Describe the firm's Quality Assurance/Quality Control programs.	8 pages
Section 4 - Key Personnel & Experience	State the size of staff, number of registered professionals and overall experience of the assigned staff for this project. Include technical background, experience information, and other applicable data for proposed personnel and any proposed subconsultants. Provide resumes for key personnel. Organization charts for both design and construction services should be included (excluded from page count).	15 pages
Section 5 - References	Provide a list of municipal clients (name, address, telephone number and email address) for similar projects completed within the last 5 years. Include the firm's role and responsibilities, a description of the work completed, and the total cost and professional service fees paid.	10 pages
Section 6 - Team Availability	Describe how the firm will manage the project to meet schedule and budget requirements. Indicate the location of the office from which services will be performed and the current/ projected workload of team members.	10 pages
Section 7 - Required Forms	The following forms must be completed and submitted with the SOQ. Forms are located in the "Required Forms" Section herein: ○ Drug-Free Workplace Certificate ○ Addenda Acknowledgement Form ○ Public Entity Crimes Statement ○ Anti-Human Trafficking Affidavit ○ Truth In Negotiations Certification ○ Certification Regarding Lobbying ○ Certification Regarding Debarment ○ General Conditions	NA
Section 8 - Legal Information	Provide a list of any legal claims against the firm or any member of the project team, including sub-consultants, within the past 5 years, including those that settled out of court with a description of the claim and resolution. Disclose any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this RFQ, whether such ownership occurs by the respondent through a parent, subsidiary or holding company, or any other form of business entity. Submit entity names and the percent of ownership for each.	NA
Section 9 - Insurance	Provide proof of insurance in accordance with the requirements set forth in the RFQ.	NA
Section 10 - Financial Capability	Provide evidence of the firm's ability to obtain and maintain a Performance and Payment Bond in the amount of at least eight million ($8,000,000) dollars and at least two million ($2,000,000) dollars in Professional Liability insurance.	NA
Section 11 - Licenses	Provide business and professional licenses demonstrating authority and qualifications to perform required services in the State of Florida. Also provide your E-Verify registration and FL Division of Corporations Registration (SunBiz).	NA
Section 12 - Contract	Include signed and witnessed contract and contract addendum (do not date).	NA
Total Page Limit:		**45 pages + Non-Applicable Items Listed Above**

VI. SELECTION PROCESS

A. Procurement Process

The selection process will involve a staged proposal structure.

The intent is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure. Proposers shall submit a proposal, which will be the basis for short-listing not less than three (3) firms.

A City review team will evaluate each firm's submission based upon the criteria stated in this RFQ and their ability to perform required services. The top firms will be invited to make oral presentations of their proposals to the evaluation team. Short-listed firms will also propose a project structure and schedule, based on the Design Criteria Package and any other documents prepared by the City's Design Criteria Professional.

After oral presentations, the review team will rank short-listed firms and negotiate an Agreement with the top ranked Proposer, subject to approval by the City Commission.

If, in the sole judgment of the City, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked third, and so on. The City reserves the right to negotiate any element of the Proposal in the best interest of the City.

The selected firm, as part of their contract with the City, will be required to prepare complete, 100% Contract Documentation (Drawings and Specifications) for the new Public Safety Facility. The selected firm will be required to submit a Guaranteed Maximum Price (GMP) based on the documentation that they prepare. The GMP will be required as part of the 30% Construction Documents and Specifications package.

The GMP or Lump Sum Agreement is required to include all design and construction costs for the entire project. A Performance and Payment Bond equal to the total amount of the GMP will also be required of the selected firm at this time.

The City's intention is that site work documentation will be prepared and permitted separately such that site construction can commence prior to, or during, the building permit application and approval process.

Prospective proposers are hereby instructed not to contact any member of the City Commission, City Manager, or City staff member other than the authorized City contact person identified in this solicitation regarding this solicitation package, their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal. Only that individual listed as the contact person shall be contacted.

For purposes of this solicitation, the authorized City contact is David Green, Assistant Finance Director, who may be contacted at dgreen@mytreasureisland.org.

B. Evaluation Criteria for Statements of Qualifications

For the development of a shortlist, a rating system will be utilized by the City's review team to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal must address the following criteria:

Component	Maximum Points Available
Project Approach and Ability to Furnish Required Services	25
Ability of Design-Build Team	25
Experience with Similar Projects	30
Ability to Meet Schedule and Budget Requirements	10
Effect of Project Team Location on Project Responses	10
Financial Capability	none
Total Points Available	**100**

C. Evaluation Criteria Detail

1. PROJECT APPROACH AND ABILITY TO FURNISH REQUIRED SERVICES (25 POINTS)

Provide brief overview of firm and firm history. Provide a narrative demonstrating Proposer's approach to the project and its ability to furnish services. Describe the various phases of the project. Explain the organization of the design-build team and specific responsibilities of firms and team members.

Demonstrate the proposer's minimum compliance with the design-build requirements of Florida Statute 287.055.

Indicate if services will be provided by applicant or by a subconsultant firm. When services are to be provided by a subconsultant firm, include subconsultant firm's name, appropriate qualifications and specify what services will be provided.

Relative to the scope of services for the project, describe the specific abilities of the firms. Describe the proposer's plan for the services and how those plans are to be executed.

Include any innovative approaches to providing the services or to implementing the project.

Briefly describe the proposer's Quality Assurance/Quality Control Program.

2. ABILITY OF DESIGN-BUILD TEAM (25 POINTS)

Attach resumes for key personnel of the Project Team, detailing qualifications and past experience as it relates to similar types of projects. Information shall include name of individual and where the individual will be located during the project. All professionals of record shall be included.

Provide a short narrative on each team component or position describing its function and responsibilities.

Submit separate organizational charts delineating personnel assigned to both design and construction services.

3. SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS (30 POINTS)

List projects completed within the past 5 years to indicate proficiency in similar work. Experience must be highlighted for all companies included in the Project Team.

Provide more specific information on a maximum of five (5) recent, representative projects. Identify members of the project team who have worked on these representative projects and their levels of responsibility.

All Proposers and key firms of the Proposers' teams shall disclose and provide a written explanation regarding any litigation, major disputes, contract defaults and liens within the last 5 years.

4. ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS (10 POINTS)

Provide a short narrative outlining how the proposer intends to manage the project in order to meet schedule and budget requirements.

Indicate the controls to be utilized to maintain both schedule and budget for this project.

Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services during both the design and the construction phases of the project.

Describe the current and projected workloads of the proposer and subconsultants over the next two years and the daily ability of each to handle the scope of services.

Provide a graphic representation of the proposer's current commitments over the next two year period for key members of the project team.

5. EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES – 10 POINTS

Define where elements of the work will be performed (City/State), whether performed by prime or sub-consultant firms, and who in the Proposer's organizational chart will oversee performance of that work. Specify the members of the project team and office location for each.

For the purpose of this solicitation, a firm shall be considered local if the office from which it will be managing the project is located in Pinellas or Hillsborough Counties.

6. FINANCIAL CAPABILITY (NO POINTS ALLOCATED; WILL BE RATED AS RESPONSIVE OR NON-RESPONSIVE)

The selected Proposer will be required to provide a Performance Bond and Payment Bond in the full amount of the contract. Proposers shall provide evidence of their ability to obtain and maintain a Performance and Payment Bond in the amount of at least eight million ($8,000,000) dollars and at least two million ($2,000,000) dollars in Professional Liability insurance.

Provide proof of insurance in accordance with the requirements set forth in the RFQ. (Insurance requirements for the Project are discussed in detail in Section 8 – General Conditions, paragraph 38).

D. Evaluation Criteria for Presentations

Presentations should expand upon the narrative and experience documented in the SOQ and further highlight how team personnel have worked together on similar successful projects. An emphasis on how firms will work to achieve the stated tasks on-time and within budget will be appreciated, both for their team and for the management of construction projects. Presentations will be scored by the following criteria:

1. METHOD OF PRESENTATION

The review team will consider the team's preparedness, completeness, presentation materials/visuals, engagement, grammar, conciseness, clarity of content, and overall presentation.

2. CAPABILITY & APPROACH

The review team will give credit for demonstrated experience, knowledge, and capability of the project team. Municipal experience with similar projects will be heavily considered. Experience should clearly demonstrate the team's ability to achieve the project listed within this solicitation. Firms should emphasize how they mirror the City's values. The approach should highlight possibilities for the facility with an emphasis on sustainability, connectivity, and cost-saving measures.

3. RESPONSES TO QUESTIONS

The review team will ask questions of the presentation team. Consideration will be given to how the respondent interprets and responds to questions. Represented staff should answer questions related to their role in the project in lieu of one person answering them alone.

4. SCORING

Points will be awarded to the criteria detailed above in accordance with the following table:

Component	Maximum Points Available
Demonstrate Capability to Perform the Requirements of the RFQ	40
Approach and Understanding of the RFQ and the Project	40

Responses to Questions from the Review Team	20
Total Points Available	**100**

The review team will discuss all presentations after all are completed to determine a final ranking of the teams. This final ranking will take into consideration the SOQ ranking and the presentation ranking. The final ranking will be used to initiate contract negotiations with the highest ranked proposer.

E. Contract Negotiation

The City will contact the highest ranked proposer to initiate contract negotiation. Fees are subject to negotiation and approval.

Pricing must not be submitted until requested. Once agreed upon pricing is incorporated into the Contract with proper insurance documents, the contracts will be presented before the City Commission for approval. Based on the outcome and approval by the City Commission, contracts will be signed with the selected firms.

F. Contract Term & Type of Contract

The design and construction for this project will be contracted under a single entity known as the Design-Build Firm. The process for selecting this firm is authorized in Section 287.055, Florida Statutes. The design for the facility and respective construction drawings must be approved by the Public Works Director, Gary Volenec. The Design-Build Firm shall complete the Project, including design and construction time, no later than 485 days from the Notice to Proceed unless otherwise negotiated.

Liquidated damages shall be set at $1000.00 per day for each calendar day that Substantial Completion is delayed beyond the Contract Time.

The Design-Build Firm will develop a design in consultation with the City of Treasure Island. Upon completion of the drawings and specifications, the Design-Build Firm will develop a Guaranteed Maximum Price (GMP). Development of the GMP is based on open book, competitive bids solicited from qualified subcontractors and vendors. The City reserves the right to negotiate a lump sum agreement.

The Proposer understands that this RFQ does not constitute an agreement or a contract with the Proposer. A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The RFQ shall be included in and be made a part of the final award. Other mandatory requirements to be included in the contract are:

Registration and participation in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of;

- All persons employed by the contractor to perform employment duties within Florida;

  AND

- All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract with the City.

VII. REQUIRED FORMS

SECTION 1 - PROPOSAL FORM

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

SUBMITTED TO: City of Treasure Island – RFQ 26-008

SUBMITTED FOR: Design-Build Services – Public Safety Facility

PROPOSER'S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Signature: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

TYPE OF ORGANIZATION *(select one)*:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers

-Chief Executive Officer: _____

-President: _____

-Vice President(s): _____

_____

-Treasurer: _____

-Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

RESPONDENT'S GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida (*Attach with form submission*).

Primary type of work your company performs: _____

Number of people permanently employed: _____

Is this organization an equal employment opportunity employer? _____

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?
YES NO *If yes, include Attachment in this Section*

RESPONDENT'S BUSINESS REFERENCES *(not to be confused with the References in Sec. 6)*

Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____

CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise (DBE): _____

Minority Business Enterprise (MBE): _____

Woman Owned Enterprise (WBE): _____

Small Business Enterprise (SBE): _____

Other (_____): _____

Has firm listed in Section 1 ever failed to complete a contract awarded to it? YES NO

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity? YES NO

If YES to either of the two (2) questions above, list below or as an attachment and state why. Include each project's contact information

_____

_____

_____

PROPOSER CERTIFICATION

The undersigned, as Proposer, does declare that no person other than the Proposer has any interest in this Proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a Proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one Proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the same work will cause the rejection of all Proposals in which the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the Proposal and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

_____
COMPANY NAME

_____ _____
NAME (PRINT) TITLE

_____ _____
SIGNATURE DATE

SECTION 2 - DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Workplace Programs. Whenever two or more Proposals that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Respondents have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____

Signature Date

_____

Printed Name

SECTION 3 - ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Statements of Qualifications, regardless of whether or not any addendum was issued.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	**Date**
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

SECTION 4 - PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for

fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which it bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide 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 Consultant, supplier, cub-consultant, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

   □ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   □ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   □ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this_____day of_____, 2026.

Personally known_____ _____

OR Produced Identification _____ Notary Public – State of Florida

_____ My Commission Expires _____
(Type of identification)

_____
(Printed, typed or stamped
commissioned name of notary public)

SECTION 5 - ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of _____ ("Consultant"), hereby attests as follows:

A. Consultant understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Consultant hereby attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

SECTION 6 - TRUTH IN NEGOTIATIONS CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this Agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant

Signature:_____ Date:_____

STATE OF _____

COUNTY OF_____

The foregoing instrument _____ was acknowledged before me this _____ day of _____2026 _____ (name of the person whose name is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification, and who (did I did not) take an oath.

_____
Printed Name of Notary Public

My Commission Expires: _____ NOTARY SEAL ABOVE

SECTION 7 - CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

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

_____

Name of Consultant

_____

Name and Title of Consultant's Authorized Official

Signature:_____ Date:_____

SECTION 8 - CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Subcontractor Covered Transactions:

1. The prospective subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

_____
SUBCONTRACTOR

By: _____ _____
Signature Recipients Name

_____ _____
Name and Title DEM Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

SECTION 9 - GENERAL CONDITIONS

To ensure acceptance, all Consultants submitting Proposals to the City of Treasure Island will be governed by the following conditions, attached specifications, and Proposal form(s) unless otherwise specified. Proposals not submitted on the Proposal form(s) provided or not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications within must be directed by email to David Green, Assistant Finance Director at dgreen@mytreasureisland.org. Interpretations will be posted on the City's DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Respondent Representations.** It is the responsibility of each Respondent before submitting a Proposal to:

A. examine and carefully study the RFQ, and any data and reference items identified in the RFQ; become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;
B. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFQ and confirm that the written resolution thereof by the City is acceptable to Respondent;
C. determine that the RFQ is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
D. agree that the submission of a SOQ will constitute an incontrovertible representation by Respondent that Respondent has complied with every requirement of the SOQ, that without exception the Proposal and all prices in the SOQ are premised upon performing and furnishing the Work required by the RFQ and that the RFQ is sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Response Preparation Expenses.** Each Respondent preparing SOQs in response to this request will bear all expenses associated with their preparation. Respondents shall prepare a response with the understanding that no claims for reimbursement may be submitted to the City for the expense or presentation.

4. **Sealed Proposals.** All mailed/delivered Proposals and required documents must be submitted in a sealed envelope. An authorized representative of the Respondent must sign all Required Forms. The face of the Proposal envelope must be plainly marked identifying the item and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax, or e-mail be accepted.

5. **Intent of Specifications.** It is the intent of the specifications to describe a certain item(s) or service(s) to be purchased by the City including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

6. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

7. **Approved Equivalents or Equals.** Any manufacturer's name, trade name, brand name, model number, etc., listed in the specifications are for information only, and are not intended to limit competition. The Respondent may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Proposal. The Respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent or equal items.

8. **Delivery.** Proposals include all freight costs to Treasure Island, Florida to a point(s) specified in the contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City until after receipt of delivery has been acknowledged by an authorized representative of the City.

9. **Mistakes.** Respondents are expected to examine the conditions, scope of work, proposed prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Respondent's risk. The actual unit prices of the Proposal will govern an award.

10. **Proposal Withdrawals.** A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent. If a Respondent wishes to modify its Proposal prior to Proposal opening, Respondent must withdraw its initial Proposal and submit a new Proposal prior to the date and time for the opening of Proposals. Withdrawal of a Proposal will not prejudice the rights of a Respondent to submit a new Proposal prior to the Proposal submission deadline date and time. After expiration of the period for receiving Proposals, no Proposal may be modified.

11. **Selection of Proposal.** Prior to contract award, any Respondent may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the Respondent must have experience in work of the same or similar nature, and provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Respondent and any proposed sub-consultants, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Respondent is responsible, the City will consider the qualifications of the Respondent and may consider the qualifications and experience of suppliers proposed for those portions of the Work for which they identify suppliers. Such information must be submitted as provided in the Proposal Documents. The City will also consider whether the Respondent is of

doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City, at its sole discretion, may select the Respondent that it believes is appropriately qualified, responsible, and responsive.

12. **Award of Contract.** Recommendation for award of contract will be made to the City Commission based on the highest ranked, most responsive, and most responsible Respondent meeting all conditions and requirements of the RFQ. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

13. **Rejection of Proposals.** The City reserves the right to accept or reject any or all Proposals.

14. **Identical Tie Proposals.** In the event that two or more Proposals are identical in price, preference will be given to businesses with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.

15. **Protests.** Respondents who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the Assistant Finance Director within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

A. The Department Director shall prepare and submit a written determination to the City Manager recommending either approval or disapproval of the petition.
B. The City Manager shall review and either approve or disapprove the recommendation of the Director.
C. Decisions of the City Manager may be appealed to the City Commission by submitting to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Commission.
D. A final decision under this section will be conclusive and shall represent the position of the City.
E. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or award for the respective discipline unless the City Manager justifies the award in order to protect the public health, welfare, or safety of the City.

16. **Consultants' Competitive Negotiation Act (CCNA).** Professional services requested in this RFQ are within the scope of the practice of architecture, landscape architecture, professional engineering, design, construction management, and/or registered land surveying, as defined by the laws of the State of Florida. The provisions of Section 287.055 of the Florida Statutes apply. Upon selection of the most qualified respondent, the City will enter into the competitive negotiation process. Negotiations shall include direct hourly rates which may include a multiplier for overhead, fringe benefits and operating margin. Upon completion of fee review/negotiations, an Agreement for Professional Services will be awarded at the discretion of the City Commission.

17. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to requests for qualifications, bids, or proposals and the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Respondent may contact the City's main office as specified in the RFQ, to address situations such as clarifications relating to the procurement process or Respondent protests.

Lobbying of evaluation committee members, city government employees or elected officials regarding requests for proposals, requests for qualifications, invitations to bid, purchasing contracts, or bid protests by the Respondent/protestor, any member of the Respondent's/protestor's staff, any agent or representative of the Respondent/protestor, or any person employed by any legal entity affiliated with or representing a Respondent/protestor is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until: an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Respondent/protestor will result in the disqualification or rejection of the bid, quotation, statement of qualification, Proposal or contract and may lead to debarment of the Respondent or Respondent/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any request for Proposal, request for quotation, request for qualification, Proposal or purchasing contract through direct or indirect oral or written communication. The final award of a contract will be the effective date of the contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

18. **Proposals From Related Parties or Multiple Proposals Received From One Respondent.** Where two (2) or more related parties each submit a Proposal or multiple Proposals are received from one (1) Respondent, for any contract, such Proposals will be judged non-responsive. Related parties means Respondents or the principles thereof, which have a direct or indirect ownership interest in another Respondent for the same contract or in which a parent company or the principles thereof of one (1) Respondent have a direct or indirect ownership interest in another Respondent for the same contract.

19. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Consultant shall perform this Contract. If a Respondent intends to subcontract a portion of this work, the Respondent must disclose that intent in the Proposal. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Consultant must provide written notice to the City within thirty (30) business days of Consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a contract to a Respondent, which has disclosed its intent to assign or subcontract in its response to this solicitation, without exception will constitute approval for purposes of this Contract.

20. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the Consultant. When approved by the City as an amendment to this Agreement and authorized in writing, the Consultant must provide such additional requirements as may become necessary.

21. **Documents Related to Contracted Work.** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and will be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Agreement in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in the documents provided.

22. **Required Disclosure.** With its submission the Respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Respondent, (ii) any business entity related to or affiliated with Respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity that is only a stockholder and owns 20 percent or less of the outstanding shares of a Respondent whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack, honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a Proposal, Respondent recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Respondent waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

23. **Scrutinized Companies.** By engaging in business with the City, each Respondent confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135 of the Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, Bidders confirm they are not on any of the scrutinized company lists identified in Section 287.135 of the Florida Statutes, or engaged in any such activity identified in that section.

A. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract,

the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel.

B. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or engaged in business operations in Cuba or Syria.

24. **Tax.** The City is exempt from all State and local sales tax.

25. **Payment of Invoices.** Payment by the City shall be made in accordance with Sections 218.70 *et seq*. Florida Statutes, Local Government Prompt Payment Act. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget.

26. **Appropriations Clause.** By submitting a Proposal, the Consultant certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and be thereafter released at all further obligations in any way related to the contract.

27. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Proposals received in response to these specifications and govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Respondent concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The Respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability (as provided by law).

The selected Consultant will be required to provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the selected Consultant describing the services desired and providing a basis for compensation to the selected Consultant.

28. **Licenses, Registration and Certificates.** Each Respondent must be authorized to conduct business in the State of Florida and must possess at the time of submitting its Proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Consultant) in the City.

Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

29. **Permits and Taxes.** The Respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

30. **Public Records.** By submitting a Proposal, the Consultant certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after Proposal opening pursuant to Section 119.07 of the Florida Statutes. Any subsequent contract entered into between the City and Consultant related to the scope of services outlined in this RFQ will be conditioned on the Consultant's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

31. **Unauthorized Aliens.** The City will consider the employment by the Respondent of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

32. **Utilities.** The City will not provide utilities such as water, electricity or refuse pickup unless noted in Proposal documents.

33. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines in its sole discretion that such termination is in the best interests of the City. A Notice of Termination will be effective if delivered to the Respondent at least five (5) calendar days prior to the termination date contained in the notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

34. **Conflict of Interest and Code of Ethics**. The Respondent represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required in the Contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on either a full or part-time basis. The Respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

The Respondent shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided in the Contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of wok that the Respondent may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Respondent. The City agrees to notify the Respondent of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Respondent.

With respect to this RFQ, if any Respondent violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Respondent will be disqualified from eligibility to perform the work described in this RFQ and may also be disqualified from furnishing future goods or services to the City and from submitting any future bids or proposals to supply goods or services to the City.

By submitting an SOQ, the Respondent represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Respondent is determined to have been untruthful in its SOQ or any related presentation, such respondent will be disqualified from eligibility to perform the work described in this RFQ and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By offering a submission to this RFQ, the Respondent certifies that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and no person other than those therein mentioned has/have any interest in this submission or in the agreement to be entered. Any prospective firm should make an affirmative statement in its proposal to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

35. **Nondiscrimination.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the City hereby notifies all prospective Respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

36. **Americans with Disabilities Act.** The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e., Mandatory Pre-Submittal Meeting or Presentation), should contact the City's Assistant Finance Director at least twenty-four hours in advance of the activity to request reasonable accommodations.

37. **No Consideration of Consultant's Social, Political or Ideological Interests.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of the Consultant's social, political or ideological interests when determining if the Consultant is a responsible Consultant, nor may the City give preference to the Consultant based on the Consultant's social, political or ideological beliefs.

38. **Insurance Requirements.**

A. The Consultant is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Consultant has satisfactorily completed all work required under the Contract; and cause subconsultant(s), if utilized, to acquire and maintain the same.

1) The Consultant, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Contract prior to the start of any work under this Contract. In addition, the Consultant will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

   The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Treasure Island
   Attention: Purchasing
   10451 Gulf Boulevard
   Treasure Island, FL 33706

2) All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Consultant and subconsultant(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Contract with the City.
4) Consultant shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Consultant from its insurer.

B. **Specific Insurance Coverages and Limits (Architectural/Engineering Firm)**
All requirements in this Insurance Section shall be complied with in full by the Consultant unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1) Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2) Commercial General Liability Insurance: The Consultant shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $2,000,000 Per Occurrence
   $2,000,000 Products/Completed Operations Aggregate
   $2,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate
   Annual Aggregate shall apply "Per Job/Project" if available.

3) Business Automobile Liability Insurance: The Consultant shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4) Professional Liability (Errors and Omissions) Insurance: The Consultant shall provide coverage with at least minimum limits shown below. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the City, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

   $2,000,000 Each Occurrence or Claim
   $2,000,000 General Aggregate

   For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

   The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this contract shall be liable in accordance with section 471.023(3) of the Florida Statutes.

5) Property Insurance: Consultant will be responsible for all damage to its own property, equipment, and/or materials.

C. **Specific Insurance Coverages and Limits (Construction Firm)**

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1) Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $3,000,000 Each Accident
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2) Commercial General Liability Insurance: The Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $8,000,000 Per Occurrence
   $8,000,000 Products/Completed Operations Aggregate
   $8,000,000 Fire Damage
   $8,000,000 General Aggregate
   Annual Aggregate shall apply "Per Job/Project" if available.

3) Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, hired, and non-owned vehicles.

   $3,000,000 Combined Single Limit Per Accident

4) Environmental/Pollution Liability Insurance: The Contractor shall provide coverage with at least minimum limits shown below with the City named as "Additional Insured." Required when dealing with any substance as defined and regulated per Florida Statues. Pollution Liability is generally excluded from most General Liability policies.

   $3,000,000 Each Occurrence
   $6,000,000 General Aggregate

5) Excess/Umbrella Liability (Follow Form): Umbrella/Excess can be utilized to provide the required limits. Coverage shall "follow form" excess of Commercial General Liability, Automobile Liability, and Employers Liability and will not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured.

6) Builders' Risk – Property Coverage: City must be an additional insured. The policy must be endorsed to provide the City with a 30-day notice prior to any cancellation or modification in coverage (10 days for cancellation for non-payment of premium). Special/All Risk coverage form shall include, but not be limited to:
   i. All Risk Coverage including Flood and Windstorm with no coinsurance clause;
   ii. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project;
   iii. Equipment Breakdown for cold testing of all mechanized, pressurized or electrical equipment;
   iv. Waiver of Occupancy Clause endorsement, which will enable the City to occupy the facility under construction/renovation during such activity;
   v. Limits of insurance to equal 100% of the total project cost including soft costs; and,
   vi. Maximum deductible clause of $25,000 each claim.

D. These insurance requirements shall not limit the liability of the Consultant, Contractor and/or subcontractor(s). Any remedy provided to the City by the insurance provided by the Consultant and its contractors or subcontractors will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the City under contract or otherwise.

E. All policies shall be written on a primary, non-contributory basis.

F. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

G. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Consultant.

H. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

I. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

J. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required,

does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements specified in this Contract.

K. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the City.

L. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Consultant or its sub-consultant will relieve the Consultant or sub-consultant from responsibility to prove insurance as required.

M. Indemnification Requirements
The Consultant agrees to indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Consultant, its agents, or employees during the performance of the Contract.

39. **Performance and Payment Bonds.** The Consultant shall furnish a performance bond and payment bond, each in an amount of at least equal to the Contract Price, as security for the faithful performance and payment of Consultant's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due. The Consultant shall obtain the required bonds from surety companies that are duly licensed or authorized in the State of Florida to issue bonds in the required amounts.

40. **Patent Fees and Royalties.** The Consultant shall pay all license fees and royalties and assume all costs incident to the use in the performance of the services or the incorporation in the services of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the contract documents for use in the performance of the services and if, to the actual knowledge of the City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the contract documents.

To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify and hold harmless the City and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of services or

resulting from the incorporation in the services of any invention, design, process, product, or device not specified in the contract documents.

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

The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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

The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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

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

This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

44. **Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.** Consultants who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

45. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

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

B. Prohibitions.
   1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   2) Unless an exception in paragraph C of this clause applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as technology as part of any system.

C. Exceptions.
   1) This clause does not prohibit contractors from providing:
      i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
      ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:
    i. Covered telecommunications equipment or services that:
        a. Are not used as a substantial or essential component of any system; and
        b. Are not used as critical technology of any system.
    ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting Requirement.
1) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph D(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2) The Consultant shall report the following information pursuant to paragraph D(1) of this clause:
    i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    ii. Within 10 business days of submitting the information in paragraph D(2)(i) of this clause: Any further available information about mitigation actions undertaken recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use of submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

46. **Domestic Preferences for Procurements.** The Consultant should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

47. **Access to Records.** The Consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the Unites States, or any of their authorized representatives access to any books,

documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examination, excerpts, and transcriptions.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

48. **DHS Seal, Logo, and Flags.** The City must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

49. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

50. **No Obligations by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, consultant, or any other party pertaining to any matter resulting from the contract.

51. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

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ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

Signature:_____ Date:_____

Printed Name:_____

APPENDIX A – CONTRACT

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CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND

PERTAINING TO DESIGN-BUILD SERVICES – PUBLIC SAFETY FACILITY RFQ 26-008

This Agreement is made and entered into on the_____day of_____, 2026, by and between the City of Treasure Island, Florida (City) and _____ (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated _____, 2026.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-008), required Documents for RFQ 26-008, and Consultant's proposal submitted in response to RFQ 26-008 on or before February 11, 2026, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Design-Build Services for a Public Safety Facility.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 With all payment requests, the Consultant shall submit American Institute of Architects (AIA) forms G702 (Application and Certification of Payment) and G703 (Continuation Sheet).

7.4 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.5 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 CITY REPRESENTATIONS: The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-008) (the RFQ) was publicly advertised on January 11, 2026. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on February 11, 2026. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the

City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-008 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes

or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the

purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's Fees and Costs. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement, or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore 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 five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's 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. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this

Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

_____
Signature

_____
Printed Name

CONSULTANT

_____
Company Name

_____
Signature

_____
Title

_____
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

_____
City Clerk

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

APPENDIX B – STANDARD CONTRACT ADDENDUM

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CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this _____ day of _____, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 2026 ("Agreement") and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods

or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) 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 records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than $1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services

of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". If applicable, Contractor shall comply with the disclosure requirements set forth is Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any

subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

(a) None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

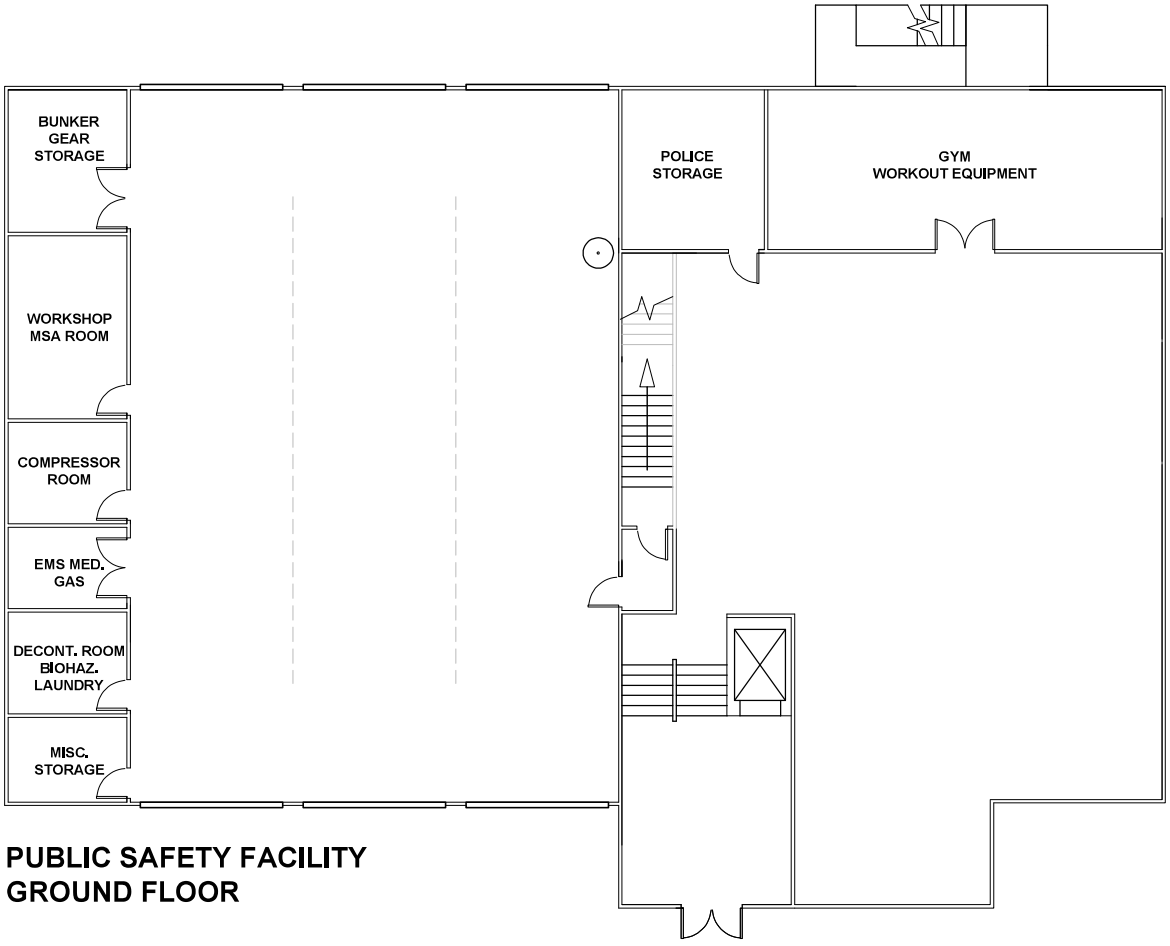
Company: _____

ATTEST: **City of Treasure Island**

_____ **_____**

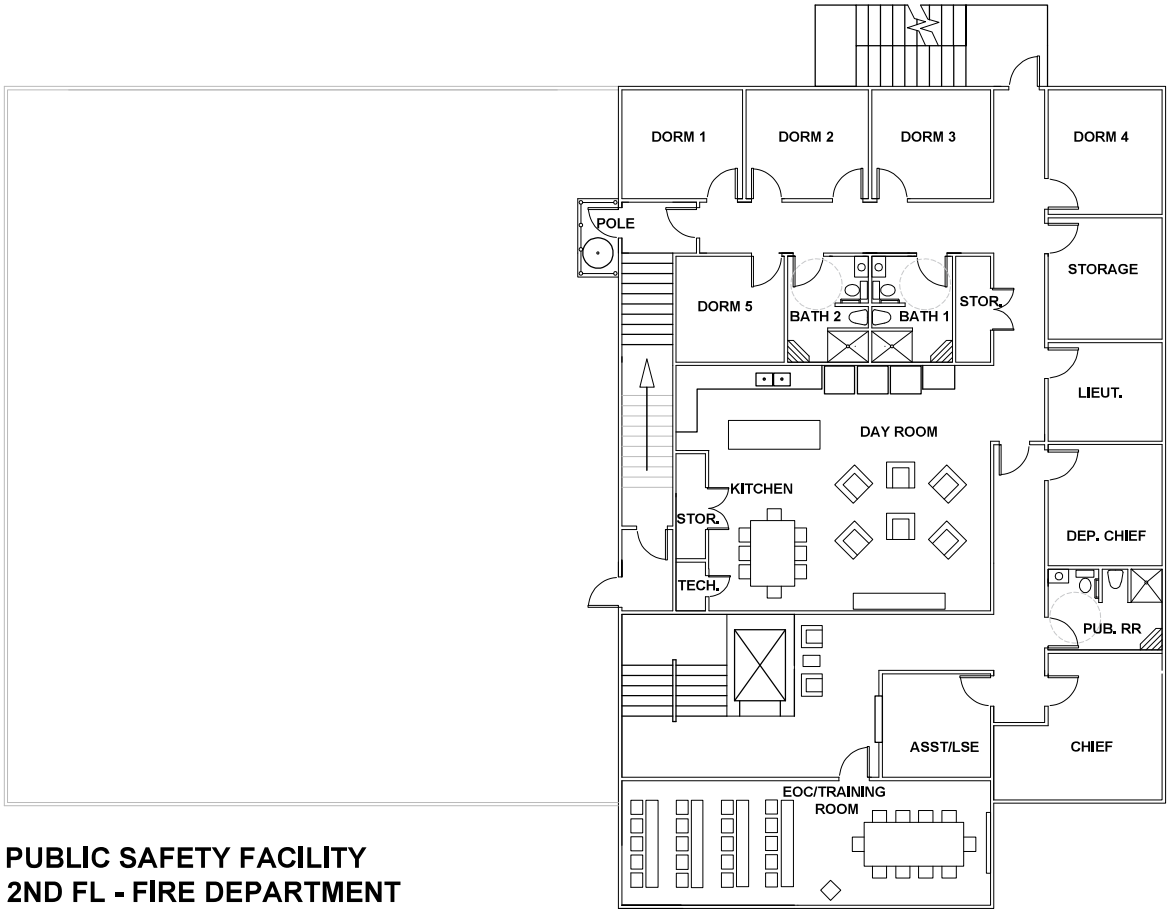
City Clerk

Exhibit A



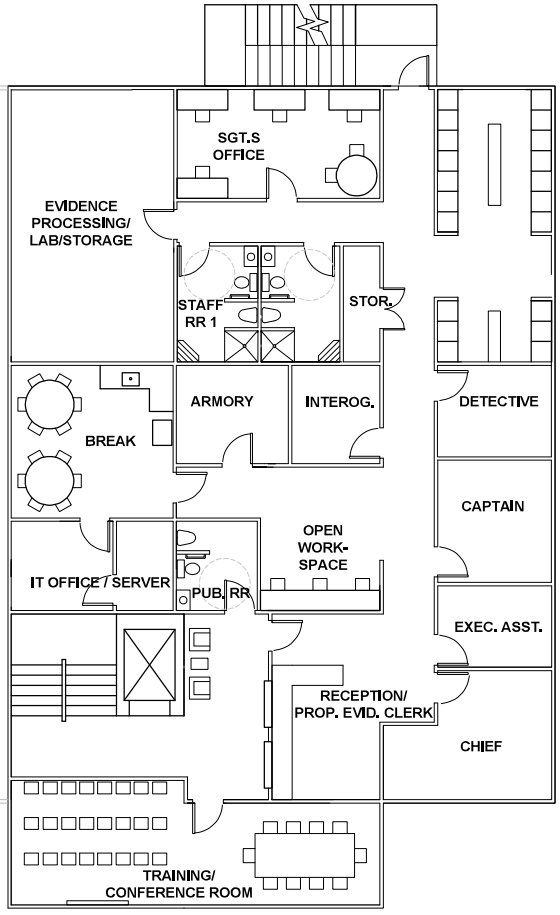
PUBLIC SAFETY FACILITY
GROUND FLOOR

12-17-25



PUBLIC SAFETY FACILITY
2ND FL - FIRE DEPARTMENT

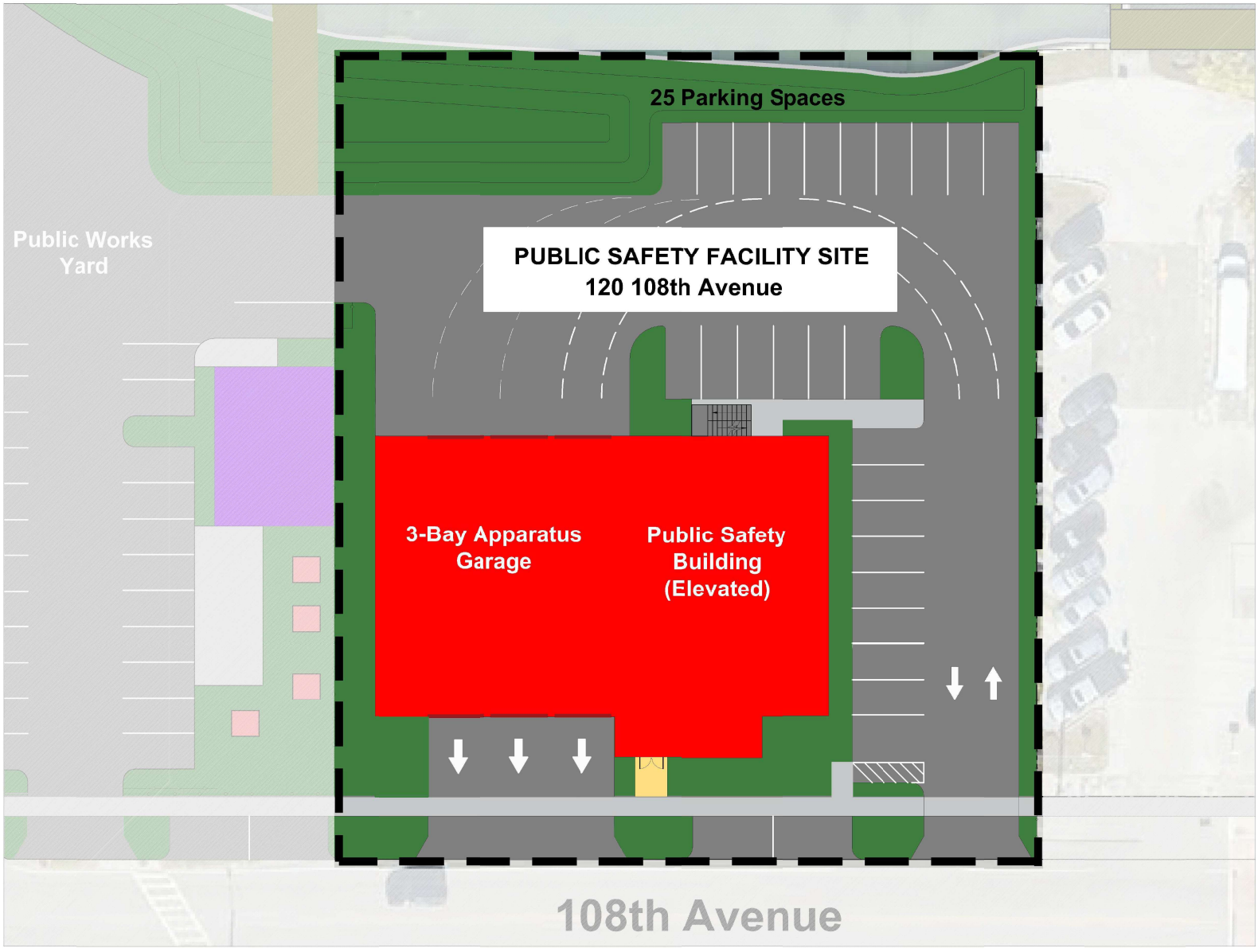
12-17-25

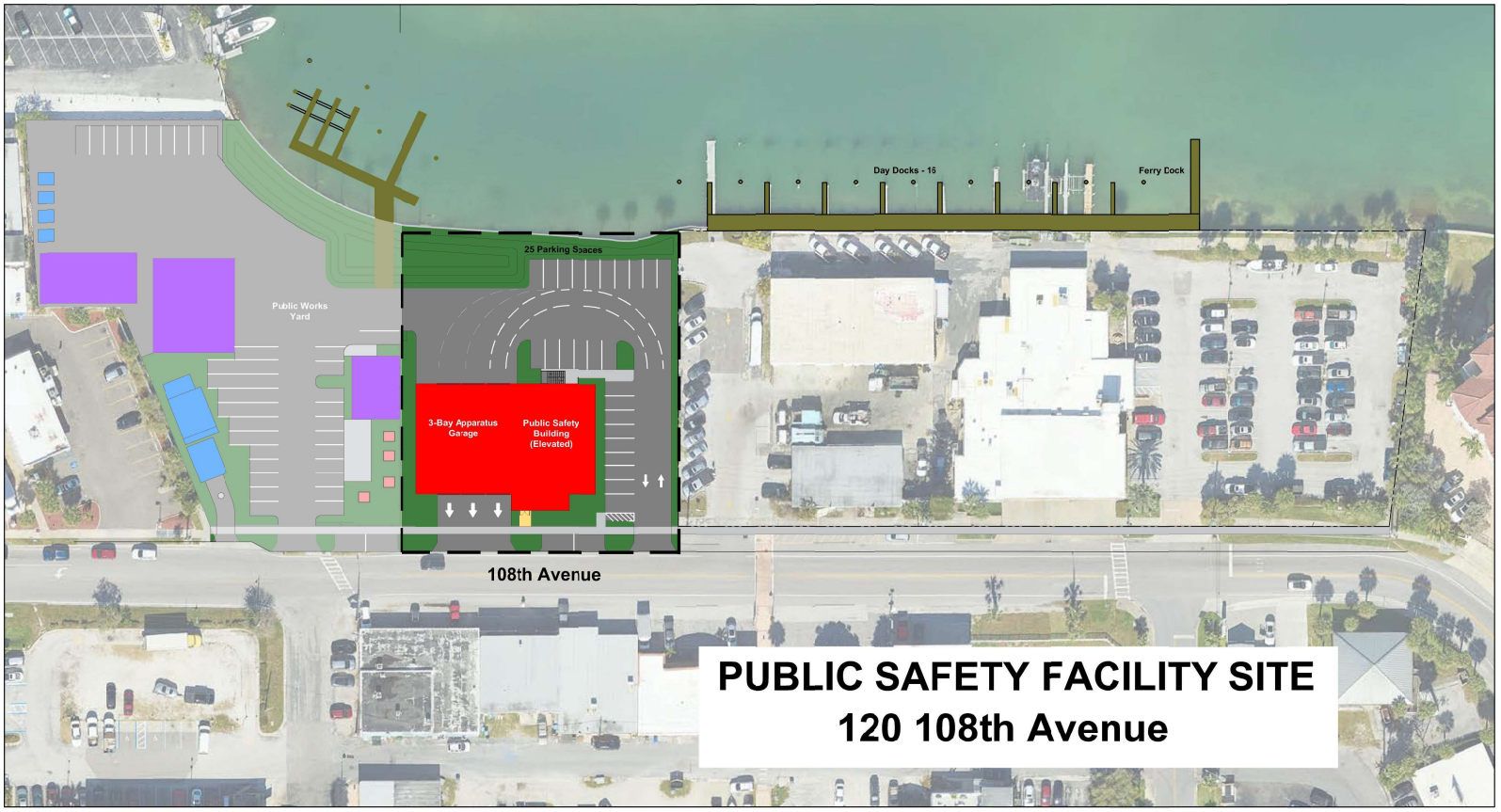


PUBLIC SAFETY FACILITY
3RD FL - POLICE DEPARTMENT

12-17-25

Exhibit B


25 Parking Spaces
Public Works Yard
PUBLIC SAFETY FACILITY SITE
120 108th Avenue
3-Bay Apparatus Garage
Public Safety Building (Elevated)
108th Avenue


Day Docks - 16
Ferry Dock
25 Parking Spaces
Public Works Yard
3-Bay Apparatus Garage
Public Safety Building (Elevated)
108th Avenue
PUBLIC SAFETY FACILITY SITE
120 108th Avenue

CITY OF TREASURE ISLAND

REQUEST FOR QUALIFICATIONS NO. 26-008

DESIGN-BUILD SERVICES - PUBLIC SAFETY FACILITY

Evaluation Committee:

1 Gary Volenec
2 Chief Barkley
3 Chief Barrs
4 Victor Ortiz
5 Steve Viola

Evaluation Criteria - SOQs	Max. Points	Bandes Construction					Biltmore Construction					Collage Companies					CORE Construction					Nabholz Construction				
		1	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*
Project Approach & Ability to Furnish Required Services	25	16	24	15	20	20	18	24	18	19	24	18	24	13	21	20	20	24	25	20	24	18	24	10	20	20
Ability of Design-Build Team	25	15	24	15	20	19	17	24	20	20	25	18	24	13	20	22	22	24	23	20	25	18	24	13	20	20
Experience wit Similar Projects	30	16	27	10	25	20	18	28	20	26	20	18	25	15	23	22	24	30	30	26	22	18	25	5	23	20
Ability to Meet Schedule and Budget Requirements	10	6	9	5	6	8	7	9	7	8	9	7	9	5	8	9	8	9	10	7	8	8	9	8	7	10
Effect of Project Team Location on Project Responses	10	8	9	10	8	8	9	9	10	8	9	9	9	2	8	9	6	9	10	8	10	5	8	2	8	5
Total Points	100	61	93	55	79	75	69	94	75	81	87	70	91	48	80	82	80	96	98	81	89	67	90	38	78	75

	Bandes Construction	Biltmore Construction	Collage Companies	CORE Construction	Nabholz Construction
Total Aggregate Points - SOQs	**363**	**406**	**371**	**444**	**348**

Evaluation Criteria - Presentations	Max. Points	Bandes Construction					Biltmore Construction					CORE Construction				
		1	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*
Demonstrate Capability to Perform the Requirements of the RFQ	40	30	30	35	25	30	40	40	35	35	40	36	38	40	35	40
Approach and Understanding of the RFQ and the Project	40	25	25	25	25	25	38	39	35	35	39	38	38	40	35	39
Responses to Questions from the Review Team	20	15	10	15	10	15	20	20	18	20	20	17	20	20	20	20
Total Points	100	70	65	75	60	70	98	99	88	90	99	91	96	100	90	99

	Bandes Construction	Biltmore Construction	CORE Construction
Total Aggregate Points - Presentations	**340**	**474**	**476**
FINAL RANKINGS	**3**	**2**	**1**