**BOARD OF COMMISSIONERS REGULAR MEETING**
**MONDAY, MARCH 16, 2026 – 6:00 PM**
**CITY HALL CHAMBERS**
**10451 GULF BLVD**
**TREASURE ISLAND, FL 33706**

**MEETING NOTICE AND AGENDA**

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**This meeting will immediately follow the Board of Commissioners Workshop**

**A. PLEDGE OF ALLEGIANCE**

**B. SWEARING-IN CEREMONY FOR COMMISSIONER CHRIS CLARK AND COMMISSIONER ARDEN DICKEY**

**C. ROLL CALL**

**D. APPROVAL OF REGULAR AND WORKSHOP AGENDAS**

**E. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION**

**F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS**

**G. APPROVAL OF MINUTES**

**H. CONSENT AGENDA**

H.1 Contracts to Provide On-Call Disaster Recovery Services
Board_Record_Treasure_Island_Post-Storm_ILA.pdf
PS Participant Agreement - AECOM.pdf
PS Participant Agreement - Gulf Atlantic.pdf
PS Participant Agreement - HR Green.pdf
PS Participant Agreement - Lemoine.pdf
PS Participant Agreement - Struction Solutions.pdf
PS Participant Agreement - Tetra Tech.pdf
On-call_Professional_Services_for_Post-Storm_Recovery_Services_County-wide.pdf
RFP Vendor Placemat.pdf

**I. ITEMS OF BUSINESS**

I.1 Nomination and Election of Vice-Mayor

I.2 Second Reading and Final Public Hearing of Ordinance 2026-04 for a budget amendment of $386,799.50 for the recognition of the insurance proceeds for flood damages.

ORDINANCE_2026-04-INSURANCE PROCEEDS.docx
Budget Amendment 2026-04.xlsx
Ad 79507 Ordinance 26-04.pdf

I.3 Second and Final Reading of Ordinance 2025-05 for the Repair Expenses to the Dune Walkovers
ORDINANCE_2025-05-Dune Walkovers.docx
Budget Amendment 2026-05.xlsx
Ad 79784 Ordinance 2026-05.pdf

I.4 Second and Final Reading of Ordinance No. 2026-06 Amending the FY2026 Fee Schedule
Fee_Ordinance_2026-06.pdf
FY26 Fee Schedule Camp Red Lined.docx
Ad 79773 Ordinance 2026-06.pdf

I.5 Summer Camp Break Even Revenue and Expense Projections from Recreation Department (Commissioner Czyszczon)

I.6 First Reading of Ordinance 2026-09, Budget Amendment for Public Safety Design and Construction
Budget Amendment 2026-09.xlsx
ORDINANCE_2025-09-Public Safety Building.docx

I.7 Resolution 2026-02, City Commission Rules of Procedure
Resolution 2026-02 Amending Rules of Procedure.docx
CITY COMMISSION RULES OF PROCEDURE_ Resolution 2026-02 Commission Revisions from 3 3 26 for 3 16 2026 up to 2 items.pdf

I.8 Results City Manager Performance Review by Commissioners (Commissioner Czyszczon)

I.9 Purchase of Shade Structure for Rosselli Park Playground (Vice Mayor Vasquez)
26-0041-MR -PROJECT INNOVATIONS- Fully Executed Contract.pdf
Solicitation 260041 Park and Playground Equipment.pdf
Advanced Green Technologies Email.pdf
Mega San Shade Rosselli.pdf
Rosselli Shades Additional Labor .pdf
Sting Ray Rosselli Shades.pdf
Gulfport Mega Shade.jpg
Rosselli Shade Package Sunshade.pdf

I.10 Direction to Staff to Draft an Ordinance Establishing Planned Development Regulations for Public Hearings before the Local Planning Agency and City

Commission (Mayor Doctor)

**J. CITY MANAGER AND CITY ATTORNEY REPORT**

**K. COMMISSIONER REPORTS**

**L. 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. H.1**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** March 16, 2026

**SUBMITTED BY:** Maryellen Edwards, Community Development

**ITEM TYPE:** Contracts

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Contracts to Provide On-Call Disaster Recovery Services

**BACKGROUND:** Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

On October 21, 2025, the City Commission approved the interlocal agreement between Pinellas County and the City of Treasure Island for cooperative procurements of post-storm recovery services. The interlocal agreement allows the city to enter into participation agreements with one or more of the contracted firms for disaster recovery services, if needed.

**POLICY/PURPOSE:** Award Contracts/Participation Agreements to six consultants to provide on-call Professional Services for Post-Storm Recovery Services.

**STRATEGIC PLAN RELEVANCE:** .

**ANALYSIS/DISCUSSION:**

The City of Treasure Island intends to establish on-call contracts that would be used only in the event of a weather-related emergency, such as a storm, flood, or hurricane. These agreements would cover disaster recovery services, including building code administration, floodplain oversight, substantial damage assessments, code compliance, communications support, technical assistance, and other related functions.

Pinellas County secured these services through a cooperative purchasing process that is available for use by municipalities within the County. The contracts would remain inactive unless and until a qualifying event occurs. Having these pre-event agreements in place will enable the City to pursue FEMA reimbursement for eligible disaster-related expenses.

Pinellas County awarded RFP No. 25-0763-RFP for Disaster Recovery Services to seven firms:

1. Tetra Tech, Inc.
2. Struction Solutions
3. AECOM Technical Services
4. Lemoine Disaster Recovery, LLC
5. Tidal Basin Government Consulting, LLC
6. HR Green, Inc.
7. Gulf Atlantic Engineers, P.A.

There is no financial obligation to the City unless and until services are requested following an event. To access a specific contractor's services, the city must enter into a Participation Agreement with that firm.

**FUNDING:**

There is no cost to the city at this time. Costs would only be incurred if an event occurs that requires the City to utilize the on-call contracted services.

**MOTION:**

Move to authorize the City Manager to execute Participation Agreements with the following six contracted vendors to provide as-needed on-call disaster recovery services:

1. Tetra Tech, Inc.

2. Struction Solutions
3. AECOM Technical Services
4. Lemoine Disaster Recovery, LLC
5. HR Green, Inc.
6. Gulf Atlantic Engineers, P.A.

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**ATTACHMENTS:**
Board_Record_Treasure_Island_Post-Storm_ILA.pdf
PS Participant Agreement - AECOM.pdf
PS Participant Agreement - Gulf Atlantic.pdf
PS Participant Agreement - HR Green.pdf
PS Participant Agreement - Lemoine.pdf
PS Participant Agreement - Struction Solutions.pdf
PS Participant Agreement - Tetra Tech.pdf
On-call_Professional_Services_for_Post-Storm_Recovery_Services_County-wide.pdf
RFP Vendor Placemat.pdf

**INTERLOCAL AGREEMENT**

**BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS**

**FOR**

**THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES**

**WITHIN GEOGRAPHIC PINELLAS COUNTY**

**THIS AGREEMENT** ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

## Recitals

**WHEREAS**, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

**WHEREAS**, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

**WHEREAS**, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

**WHEREAS**, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

**WHEREAS**, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

**WHEREAS**, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

**WHEREAS**, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

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

## SECTION 1
## OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

## SECTION 2
## OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B.** Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

## SECTION 3
## ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

## SECTION 4
## OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

**COUNTY:**

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

**MUNICIPALITY:**

See contact information on Signature Page

## SECTION 5
## HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

## SECTION 6
## FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

## SECTION 7
## EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

## SECTION 8
## TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

## SECTION 9

## ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

## SECTION 9
## APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator
February 23, 2026

**APPROVED AS TO FORM**
By: *David Barrera*
Office of the County Attorney

**MUNICIPALITY**
By: _____
Authorized Officer

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 25 day of February, 2026.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

**Exhibit A – Scope of Work/Specifications**

**Exhibit B – Form of Participation Agreement**
(attached, template for municipalities to sign with selected contractors

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. _____

This Agreement entered into this _____ day of _____, 2025, by and between _____, a municipal corporation of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:_____

By:_____

Print Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

CITY/TOWN

Print

ATTEST:_____

(CITY/TOWN SEAL)

## EXHIBIT A

## SCOPE OF WORK/SPECIFICATIONS

### OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

### OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

**REQUIREMENTS**

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

*Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.*

## SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

**Personnel Positions:**

| POSITION TITLE | QUALIFICATIONS | NOTES/COMMENTS |
|---|---|---|
| Certified Building Official | Florida License | |
| Plan examiner | Florida License | |
| Building Inspector | Florida License | |
| Architect<br>Engineer | Florida License | Support for FBC plan review and inspection services* |
| Permit Technician | ICC certification | |
| Supervisor/Project Manager | CPM or equivalent experience | |
| GIS Specialists | ESRI certified | |
| SD Inspectors | | Minimum Experience * |
| Certified Floodplain Manager | ASFPM | |
| Certified Appraiser | Florida Certification | |
| Building Cost Estimator | | Minimum Experience * |
| Code Inspector | FACE certified | |
| Communications Support | | Floodplain/SD background* |

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

## TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

## CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763-RFP

This Agreement entered into this 16th day of March, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and AECOM Technical Services, Inc., an Incorporated Company whose address is 1178 Paysphere Circle, Chicago, IL 60674, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Disaster Recovery Services ("RFP"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the CITY is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.
4. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:

Print Name: Timothy M. Hallinan

Title: Vice President

Date: 1/26/2026

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY SEAL)

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763-RFP

This Agreement entered into this 16th day of March, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Gulf Atlantic Engineers, P.A., an Incorporated Company whose address is PO Box 8374, Clearwater, FL 33758, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Disaster Recovery Services ("RFP"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the CITY is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.
4. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:_____

Print Name: Richard Coates

Title: President

Date:_____

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY SEAL)

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763-RFP

This Agreement entered into this 16th day of March, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and HR Green, Inc., an Incorporated Company whose address is 8710 Earhart Lane SW, Cedar Rapids, IA 52404-8947, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Disaster Recovery Services ("RFP"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the CITY is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.
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In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

CONSULTANT

By: _____

Print Name: TIMOTHY J. HARTNETT, VP

Title: PRESIDENT - MUNICIPAL SERVICES

Date: _____

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY SEAL)

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763-RFP

This Agreement entered into this 16th day of March, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Lemoine Disaster Recovery, L.L.C., a Limited Liability Company whose address is 1906 Eraste Landry Road, Suite 200, Lafayette, LA 70506, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Disaster Recovery Services ("RFP"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:_____

Print Name: Robert "Mike" Rice

Title: President of Disaster Services

Date: 1/27/2025

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY SEAL)

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763-RFP

This Agreement entered into this 16th day of March, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Struction Solutions LLC., an Incorporated Company whose address is 1505 Lantana Ct., Covington, LA 70433, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Disaster Recovery Services ("RFP"), the CITY desires to enter into a participation agreement for the services described therein; and

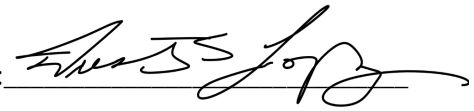
WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
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In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:

Print Name: Dusty S Lopez

Title: CEO

Date:_____

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY SEAL)

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763-RFP

This Agreement entered into this 16th day of March, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Tetra Tech, Inc., an Incorporated Company whose address is 3475 E. Foothill Blvd., Pasadena, CA 91107-6024, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Disaster Recovery Services ("RFP"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto ( the "County Contract").

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
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In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:_____

Print Name: Jonathan Burgiel

Title: Business Unit President

Date: 01/30/2026

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY SEAL)

# SOLICITATION

# 25-0763-RFP

# ON-CALL PROFESSIONAL SERVICES FOR POST-STORM RECOVERY SERVICES (COUNTY-WIDE)

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

## THE MISSION OF PINELLAS COUNTY

"Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow."

ISSUE/RELEASE DATE: June 20, 2025

QUESTION SUBMISSION DEADLINE: July 8, 2025

PROPOSAL SUBMISSION DEADLINE: July 24, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

https://procurement.opengov.com/portal/pinellasfl

Pinellas County
SOLICITATION
On-call Professional Services for Post-Storm Recovery Services (County-wide)

## Table of Contents

**No table of contents entries found.**

Attachments:

A - Exhibits A, B, C

AA - Common_Carrier_Attestation_02.05.2025

BB - Human_Trafficking_Affidavit_02.05.2025

CC - Foreign_Countries_of_Concern_Affidavit_02.05.2025

# 1. Notice

**SOLICITATION**

*SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV*

RFP - Informal / Formal

25-0763-RFP

On-call Professional Services for Post-Storm Recovery Services (County-wide)

**ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.**

**SOLICITATION MEETINGS:** Site Visit: None; Pre-Conference: None

**SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.**

**The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for Contractor/Vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (https://procurement.opengov.com/signup) to participate in active County solicitations.**

**Should you need technical assistance with OpenGov, the following options are available:**

**Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday**

**Email:procurement-support@opengov.com**

**Chat is available in the OpenGov application**

**Web:https://help.procurement.opengov.com**

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to https://procurement.opengov.com/portal/pinellasfl. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing

# 2. Introduction

## 2.1. Summary

Pinellas County is soliciting proposals from interested vendors to provide Professional Services to support recovery services including Building Code Administration, Floodplain Management Ordinance Administration & Enforcement, Code Enforcement and Communications Support following a natural disaster. Pinellas County will receive proposals from vendors having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the vendor's experience and abilities in the specified area and other disciplines directly related to the proposed services. Pinellas County reserves the right to select a vendor to provide any or all these services and Pinellas County may choose to select multiple vendors using this same RFP.

## 2.2. Background

Pinellas County experienced significant devastation from Hurricanes Helene and Milton in 2024, resulting in substantial damage to housing structures and non-residential structures. The cumulative impact of these disasters highlighted the critical need to have on-call professional services committed to being available to support municipalities (cities, towns and unincorporated county) across Pinellas County post-storm event. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

Each municipality (*city, town and/or unincorporated county*) will enter into a separate agreement with the vendor they select from an approved list and will be solely responsible for managing their agreement including the costs and services provided by the contractor. The following municipalities are

participants in this contract:

| Cities | Towns |
|---|---|
| ◦ Belleair Beach (2) | Belleair (1) |
| ◦ Belleair Bluffs (3) | Belleair Shore (4) |
| ◦ Clearwater (5) | Indian Shores (9) |
| ◦ Dunedin (6) | Kenneth City (10) |
| ◦ Gulfport (7) | N. Redington Bch (13) |
| ◦ Indian Rocks Beach (8) | Redington Beach (16) |
| ◦ Largo (11) | Redington Shores (17) |
| ◦ Madeira Beach (12) | |
| ◦ Oldsmar (14) | White colored areas = |
| ◦ Pinellas Park (15) | unincorporated Pinellas |
| ◦ Safety Harbor (18) | County |
| ◦ Seminole (19) | |
| ◦ South Pasadena (20) | |
| ◦ St. Pete Beach (21) | |
| ◦ St. Petersburg (22) | |
| ◦ Tarpon Springs (23) | |
| ◦ Treasure Island (24) | |




The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

## 2.3. Contact Information

**Alex Meloy, CPPB, NIGP-CPP**
Lead Procurement Analyst

400 S. Fort Harrison Avenue 6th Floor
Clearwater, FL 33765
Email: almeloy@pinellas.gov
Phone: (727) 464-3147

**Department:**
BUILDING & DEVELOPMENT REVIEW SERVICES (BDRS)

## 2.4. Timeline

| | |
|---|---|
| **Issue Date** | June 20, 2025 |
| **Question Submission Deadline** | July 8, 2025, 1:00pm |
| **Proposal Submission Deadline** | July 24, 2025, 3:00pm |

# 3. Instructions & General Conditions for Submittals

## 3.1. DEFINITIONS

A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".

B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer".

C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".

D. Submittal means a Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote" or "proposal," as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, "quote" if this is an ITQ, and "proposal" if this is an RFP.

## 3.2. INSTRUCTIONS & PROCEDURES

A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:

1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.

2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.

3. Alternate submittals will not be considered unless authorized by the solicitation.

4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.

5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.

7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.

8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

B. **SUBMITTAL METHOD & FORMAT**

1. Submittals must be uploaded utilizing the OpenGov procurement website (https://procurement.opengov.com/portal/pinellasfl). Failure to comply could result in the submittal being rejected.

2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.

3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:

    a. How do I convert my files to PDF format?

    b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

    c. Should I scan everything and save as PDF?

    d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

C. **SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR**

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) Contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean Contractors or the principles thereof, which have a direct or indirect ownership interest in another Contractor for the same solicitation or in which a parent company or the principles thereof of one (1) Contractor have a direct or indirect ownership interest in another Contractor for the same solicitation.

D. **INTEGRITY OF SOLICITATION DOCUMENTS**

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the Contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Contractor wishes to propose must be clearly stated in the Contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

E. **LATE SUBMISSION OR MODIFICATIONS**

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.

2. Modifications in writing received prior to the time set for the submittal will be accepted.

F. **WITHDRAWAL OF SUBMITTAL**

1. The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

G. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other Contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

H. **REJECTION OF SUBMISSION**

1. The County may reject a submittal if:

   a. The Contractor incorrectly states or conceals any material fact in the solicitation.

   b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.

   c. The solicitation is conditional, except that the Contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the Contractor was invited.

   d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.

   e. The County reserves the right to waive minor informalities or irregularities in any submittal.

I. **PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

J. **TABULATION INQUIRIES**

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

## 3.3. JOINT VENTURES

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

## 3.4. EVALUATION CRITERIA - RFP

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified Contractor, per the evaluation criteria listed in the solicitation.

## 3.5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

A. the right to rank firms and negotiate with the most qualified firm.

B. the right to select the proposal that it believes will serve the best interest of Pinellas County.

C. the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.

D. the right to cancel the entire Request for Proposal.

E. the right to remedy or waive technical or immaterial errors in the Request for Proposal or in the proposals submitted.

F. the right to request any necessary clarifications or proposal data without changing the terms of the solicitation.

G. the right to require the Proposer to perform the services required on the basis of the original submittal without negotiation.

## 3.6. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

## 3.7. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

## 3.8. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the Contractor. When approved by the County as an amendment to this agreement and authorized in writing, the Contractor will provide such additional requirements as may become necessary.

## 3.9. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## 3.10. CONFLICT OF INTEREST

A. The Contractor, by affixing a signature to their response, 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 hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.

B. The Contractor will promptly notify the County'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 Contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into

by the Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.

C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

1. Pinellas County Clerk of Circuit Court – Division of Inspector General
2. Phone – (727) 45FRAUD (453-7283)
3. Fax – 727-464-8386

## 3.11. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at https://pinellas.gov/county-standard-terms-conditions/, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

## 3.12. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any Contractor 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 company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

## 3.13. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

## 3.14. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

## 3.15. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.

B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.

C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

## 3.16. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

## 3.17. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

## 3.18. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the https://pinellas.gov/county-standard-terms-conditions/ apply, subject to Pinellas County Resolution 2006-70 (“Indemnification”).

## 3.19. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

## 3.20. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

## 3.21. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or 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, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

## 3.22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

## 3.23. RESPONSIBLE VENDOR DETERMINATION

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

## 3.24. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

## 3.25. PROCUREMENT POLICY FOR RECYCLED MATERIALS

A. Pinellas County wishes to encourage its Contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive Contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, Contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.

C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

**Definitions for Recycled Materials:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

## 3.26. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

## 3.27. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

## 3.28. PUBLIC ENTITY CRIMES STATEMENT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

## 3.29. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that Contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Contractor will provide an additional copy of the Contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Contractor signature page, Contractor acknowledges and agrees:

A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its

sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;

B. That to the extent that the Contractor with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;

C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total Contractor prices, the work, services, project, goods, and/or products to be provided by Contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Contractor is not acceptable to the County and will result in a determination that the Contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

## 3.30. TRUTH IN NEGOTIATIONS

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

# 4. Special Terms & Conditions

## 4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for On-call Professional Services for Post-Storm Recovery Services (County-wide) to be ordered, as and when required.

## 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions https://pinellas.gov/county-standard-terms-conditions/ to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

## 4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of sixty (60) months with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

## 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period.

Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

## 4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

## 4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

## 4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

## 4.8. SERVICES

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County.

In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

## 4.9. GOODS & PRODUCTS

***The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:***

A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

## 4.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

## 4.11. PERFORMANCE SECURITY

Not Applicable

# 5. Insurance Requirements

## 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

## 5.2. INSURANCE (Requirements)

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

    1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.

E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.

1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

   a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;

   b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;

   c. Provide that County will be an additional indemnified party of the subcontract;

   d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;

   e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions

   f. Assign all warranties directly to the County; and

   g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

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

3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

## 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory

   a. Per Employee $ 500,000

   b. Per Employee Disease $ 500,000

   c. Policy Limit Disease $ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

## 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

1. Combined Single Limit Per Occurrence $ 1,000,000

2. Products/Completed Operations Aggregate $ 2,000,000

3. Personal Injury and Advertising Injury $ 1,000,000

4. General Aggregate $ 2,000,000

## 5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

1. Combined Single Limit Per Accident $1,000,000

## 5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, 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.

A. Limits

1. Each Occurrence or Claim $ 1,000,000

2. General Aggregate $ 1,000,000

B. 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.

## 5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

# 6. Scope of Work / Specifications

## 6.1. OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

## 6.2. OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

## 6.3. REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)
- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC),

community outreach with subject matter experts (SME's)

*Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.*

## 6.4. SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement

- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse, structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

  a. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation

  b. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling

  c. Daily coordination and reporting with municipality Floodplain Administrator and Building Official

  d. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration

  e. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.

  f. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments

  g. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records

  h. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.

- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

**Personnel Positions:**

| **POSITION TITLE** | **QUALIFICATIONS** | **NOTES/COMMENTS** | **STAFFING # (to be completed o Proposal)** |
|---|---|---|---|
| Certified Building Official | Florida License | | |
| Plan examiner | Florida License | | |
| Building Inspector | Florida License | | |
| Architect<br>Engineer | Florida License | Support for FBC plan review and inspection services* | |
| Permit Technician | ICC certification | | |
| Supervisor/Project Manager | CPM or equivalent experience | | |
| GIS Specialists | ESRI certified | | |
| SD Inspectors | | Minimum Experience * | |

| | | | |
|---|---|---|---|
| Certified Floodplain Manager | ASFPM | | |
| Certified Appraiser | Florida Certification | | |
| Building Cost Estimator | | Minimum Experience * | |
| Code Inspector | FACE certified | | |
| Communications Support | | Floodplain/SD background* | |

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

## 6.5. TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

## 6.6. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

# 7. Evaluation Criteria

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 1. | **Qualifications**<br><br>A statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including but not limited to:<br><br>A. Demonstrated direct experience in managing and supporting municipalities immediately following post-storm preliminary damage assessment including building code administration, floodplain management ordinance administration, code enforcement and communications/technical support for small to large scale disaster recovery efforts.<br><br>B. Clearly documented qualifications, credentials, and training of key project personnel, particularly the Lead Project Manager and compliance specialists.<br><br>C. Clearly demonstrate the manpower capacity within each area of expertise that can be committed for a minimum duration up to 180-days or the duration of the recovery (the greater of the duration shall dictate) following a declaration. D.<br><br>D. Proven expertise and thorough knowledge of administering the Florida Building Code including permit issuance and building inspections; substantial damage assessments/determinations including substantial damage inspections, detailed substantial damage reviews (cost estimates & appraisals), GIS/database management, habitability reviews; code enforcement monitoring and communications support.<br><br>E. Firms Experience coordinating effectively with Counties, Cities, and | 0-10 Points | 350<br>*(35% of Total)* |

| | | | |
|---|---|---|---|
| | Town governments, and other governmental agencies, preferably in Florida or similar jurisdictions.<br><br>F. Respondents are to provide an Organizational Chart of their staffing and include resumes for key personnel. A brief bio is with relevant credentials and experience description is acceptable for all other personnel.<br><br>G. Respondents are to disclose the number of active comparable contracts they currently hold with other municipalities/jurisdictions and confirm that the staffing levels submitted account for current contracts. | | |
| 2. | **Approach & Project Methodology**<br><br>A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.<br><br>A. Comprehensive methodology demonstrating clarity, feasibility, efficiency, and capabilities to furnish qualified staffing within the specific areas of expertise<br><br>B. Clearly defined mobilization plan, demonstrating capability to scale staffing for committed durations<br><br>C. Innovative and streamlined approach ensuring rapid deployment of resources<br><br>D. Effective strategies for compliance monitoring, reporting, transparency, and integration with Pinellas County's financial and data management systems | 0-10 Points | 300<br>*(30% of Total)* |

| | | | |
|---|---|---|---|
| 3. | **Past Performance & References**<br><br>A. Documented successful implementation of comparable recovery services over the past five years, including clearly defined outcomes, timelines met, and budget adherence.<br>B. Positive references from governmental or public sector clients, verifying reliability, responsiveness, regulatory compliance, and quality of deliverables.<br>C. Demonstrated history of effective problem-solving, adaptability, and proactive risk management during past projects of comparable complexity and size. | 0-10 Points | 250<br>*(25% of Total)* |
| 4. | **Compensation**<br><br>The proposed compensation to be paid by the County for the services identified in the Statement of Work.<br><br>A. Proposed fee structure, including billing rates, hourly rates, reimbursable expenses, etc.<br>B. Competitiveness and reasonableness of proposed fees, hourly rates, and reimbursable expenses.<br><br>C. Clear and transparent cost structure, minimizing potential for unexpected or additional fees. | 0-10 Points | 100<br>*(10% of Total)* |

# 8. Vendor Questionnaire

## 8.1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

### *8.1.1. CONTRACTOR ACCEPTANCE FORM**

Download the below documents, complete, and upload.

- 11.13.2024.Vendor.acceptanc...

*Response required

### *8.1.2. OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS**

See OpenGov electronic Pricing Proposal. Pricing must be submitted within the OpenGov electronic Pricing Proposal and all pricing must be completed.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

*Response required

### *8.1.3. SUBMITTAL DOCUMENTS**

Upload all documents relating to this solicitation.

*Response required

### *8.1.4. *ATTACHMENTS****

Please note there are four attachments/affidavits which will have to be completed and signed by the awardee.

A. Exhibits A, B, C

B. Common Carrier Attestation

C. Human Trafficking Affidavit

D. Foreign Countries of Concern Affidavit

Please confirm that you have read and understand these documents will be required of the awardee.

☐ Please confirm

*Response required

# 9. Pricing Proposal

**POSITION PRICING SCHEDULE**

| Position Title | Qualifications | Unit of Measure | Unit Cost | Overtime Rate (>40 hours) |
|---|---|---|---|---|
| Certified Building Official | Florida License | Hourly | | |
| Plan Examiner | Florida License | Hourly | | |
| Building Inspector | Florida License | Hourly | | |
| Architect | Florida License | Hourly | | |
| Engineer | Florida License | Hourly | | |
| Permit Technician | ICC Certification | Hourly | | |
| Supervisor/Project Manager | CPM or equivalent experience | Hourly | | |
| GIS Specialist | ESRI certification | Hourly | | |
| Substantial Damage (SD) Inspector | (See Scope of Work) | Hourly | | |
| Certified Floodplain Manager | ASFPM | Hourly | | |
| Certified Appraiser | Florida Certification | Hourly | | |
| Building Cost Estimator | (See Scope of Work) | Hourly | | |
| Code Inspector | FACE Certification | Hourly | | |
| Communications Support | (See Scope of Work) | Hourly | | |

**STAFFING NUMBERS (TO BE EVALUATED BY QUALIFICATIONS)**

| Line Item | Position Title | Unit of Measure | Quantity |
|---|---|---|---|
| | Certified Building Official | Each | |
| | Plan Examiner | Each | |
| | Building Inspector | Each | |
| | Architect | Each | |
| | Engineer | Each | |
| | Permit Technician | Each | |
| | Supervisor/Project Manager | Each | |
| | GIS Specialist | Each | |
| | Substantial Damage (SD) Inspector | Each | |
| | Certified Floodplain Manager | Each | |
| | Certified Appraiser | Each | |
| | Building Cost Estimator | Each | |
| | Code Inspector | Each | |
| | Communications Support | Each | |

# 10. Sample Agreement

**AGREEMENT**

25-0763-RFP

On-call Professional Services for Post-Storm Recovery Services (County-wide)

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter "CONTRACTOR") (jointly, the "Parties").

***NOW THEREFORE, the Parties agree as follows:***

A. **Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:

    a. This Agreement

    b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at https://pinellas.gov/county-standard-terms-conditions/

    c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.

    d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.

    e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.

    f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.

2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. **Term**

1. Duration of the Agreement will be for a period of sixty (60) months with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted

between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time..

C. **Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed [NTE Approval Amount] for twenty-four (24) months without a written amendment to this Agreement.

D. **Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date:

## Scope of Work

Having qualified staffing in-place in a scalable contract available to all 24 cities and towns. The professional services will include:

- Florida Building Code administration
- Floodplain Management
- Code Enforcement
- Communications Support

## Ranking

| Vendor | Total Score | Ranking |
|---|---|---|
| Tetra Tech, Inc. | 939 | 1 |
| Struction Solutions | 911 | 2 |
| AECOM Technical Services | 905 | 3 |
| Lemoine Disaster Recovery, LLC | 897 | 4 |
| Tidal Basin Government Consulting, LLC | 842 | 5 |
| HR Green, Inc. | 831 | 6 |
| Gulf Atlantic Engineers, P.A. | 626 | 7 |
| JPI | 56 | 8 |
| Hage Fence Repair of TB Inc | 44 | 9 |

## Key Contract Terms

1. Interlocal Agreement (ILA) to be executed by each city/town with Pinellas County
2. Each city/town enters into own contract with vendor(s)
3. Duration of Agreement: 5 years
4. Unit prices adjustable after 12 months and thereafter annually (to exceed CPI or 5%, whichever is less)
5. Contract Extension: up to two 12-month periods

## Staffing

| Position Title | Unit of Measure | AECOM | Gulf Atlantic Engineers | HR Green | Lemoine | Structure Solutions | Tetra Tech | Tidal Basin |
|---|---|---|---|---|---|---|---|---|
| Certified Building Official | Each | 35 | | | 1 | 10 | 5 | 10 |
| Plans Examiner | Each | 25 | 1 | | 10 | 12 | 10 | 10 |
| Building Inspector | Each | 304 | 2 | | 10 | 15 | 15 | 5 |
| Architect | Each | 515 | 1 | | 2 | 5 | 5 | 5 |
| Engineer | Each | 3,859 | 2 | 4 | 2 | 300 | 25 | 5 |
| Permit Technician | Each | 847 | 1 | 7 | 10 | 15 | 25 | 26 |
| Supervisor/Project Manager | Each | 3,437 | 2 | 1 | 5 | 40 | 50 | 11 |
| GIS Specialist | Each | 336 | | 3 | 1 | 12 | 15 | 3 |
| Substantial Damage (SD) Inspector | Each | 273 | 2 | | 20 | 425 | 250 | 150 |
| Certified Floodplain Manager | Each | 202 | 2 | 7 | 1 | 25 | 25 | 15 |
| Certified Appraiser | Each | 41 | 1 | | 4 | 5 | 25 | 10 |
| Building Cost Estimator | Each | 127 | 4 | | 2 | 130 | 50 | 20 |
| Code Inspector | Each | 20 | | | 4 | 10 | 125 | 10 |
| Communications Support | Each | 315 | 2 | 4 | 20 | 75 | 150 | 15 |

## Pricing Schedule

| Position Title | AECOM | Gulf Atlantic Engineers | HR Green | Lemoine | Structure Solutions | Tetra Tech | Tidal Basin |
|---|---|---|---|---|---|---|---|
| Certified Building Official | $180.00 | | | $245.00 | $160.00 | $225.00 | $172.00 |
| Plans Examiner | $170.00 | $125.00 | | $170.00 | $145.00 | $225.00 | $140.00 |
| Building Inspector | $145.00 | $125.00 | | $150.00 | $150.00 | $225.00 | $155.00 |
| Architect | $170.00 | $150.00 | | $245.00 | $250.00 | $200.00 | $197.00 |
| Engineer | $205.00 | $175.00 | $210.00 | $245.00 | $225.00 | $250.00 | $209.00 |
| Permit Technician | $115.00 | $120.00 | $115.00 | $100.00 | $135.00 | $135.00 | $147.00 |
| Supervisor/Project Manager | $205.00 | $175.00 | $230.00 | $175.00 | $170.00 | $165.00 | $191.00 |
| GIS Specialist | $140.00 | | $150.00 | $175.00 | $155.00 | $95.00 | $163.00 |
| Substantial Damage (SD) Inspector | $150.00 | $175.00 | | $125.00 | $145.00 | $110.00 | $130.00 |
| Certified Floodplain Manager | $145.00 | $175.00 | $210.00 | $175.00 | $200.00 | $185.00 | $206.00 |
| Certified Appraiser | $165.00 | $150.00 | | $130.00 | $155.00 | $125.00 | $222.00 |
| Building Cost Estimator | $145.00 | $140.00 | | $130.00 | $140.00 | $165.00 | $199.00 |
| Code Inspector | $150.00 | | | $160.00 | $165.00 | $110.00 | $163.00 |
| Communications Support | $110.00 | $120.00 | $210.00 | $90.00 | $115.00 | $100.00 | $140.00 |

**AGENDA ITEM NO. I.1**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Lisa-Marie Kennedy, Administration |
| **ITEM TYPE:** | For Consideration and Discussion |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Nomination and Election of Vice-Mayor |
| **BACKGROUND:** | . |
| **POLICY/PURPOSE:** | City Charter, Section 3.04. - Vice-mayor. At the first commission meeting after each regular city election, the commission shall elect one of its members as vice-mayor. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation, or removal of the mayor, the vice-mayor shall serve as mayor until the next election when the office shall be filled pursuant to section 3.06 of this Charter. |
| **STRATEGIC PLAN RELEVANCE:** | Excellence in government operations. |
| **ANALYSIS/DISCUSSION:** | The Commission will discuss the nomination and election process for the Vice-Mayor role, as outlined in the City Charter and Commission Rules. The Vice-Mayor's responsibilities, including acting as Mayor when necessary and maintaining order during meetings, will be emphasized. The Mayor will open and close nominations. All commissioners are eligible for consideration. If there is more than one nominee, a roll call vote shall determine the outcome. |
| **FUNDING:** | There is no fiscal impact associated with this action. |
| **MOTION:** | I move to nominate [Name] as Vice-Mayor for a new one-year term, until the March 2027 Municipal Election. |

**ATTACHMENTS:**

**AGENDA ITEM NO. I.2**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** March 16, 2026

**SUBMITTED BY:** Matthew Storandt, Finance

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** ITEMS OF BUSINESS

**SUBJECT:**

Second Reading and Final Public Hearing of Ordinance 2026-04 for a budget amendment of $386,799.50 for the recognition of the insurance proceeds for flood damages.

**BACKGROUND:**

In September and October 2024 the City sustained flood damage from Hurricanes Helene and Milton. As a result of filing the insurance claim, the City received proceeds from Davies Claims N. America.

**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.

**STRATEGIC PLAN RELEVANCE:**

This is a regulatory step related to a budget amendment.

**ANALYSIS/DISCUSSION:**

The use of these proceeds will be used for reparation and replacement from the hurricanes.

**FUNDING:**

This budget amendment aims to recognize proceeds received from Davies Claims N America amount of $386,799.50 for property damage.

These monies will be booked to accounts:

- 001-344925 Hurricane Insurance Revenue
- General Fund Reserve

**MOTION:**

I move to approve Ordinance No. 2026-04 at this Second and final public hearing.

---

**ATTACHMENTS:**
ORDINANCE_2026-04-INSURANCE PROCEEDS.docx
Budget Amendment 2026-04.xlsx
Ad 79507 Ordinance 26-04.pdf

**ORDINANCE 2026-04**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO RECOGNIZE INSURANCE PROCEEDS OF $386,799.50 FOR FLOOD DAMAGES PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

**WHEREAS,** the City has received $386,799.50 from Davies Claims N. America arising from losses on 9/26/2024.

**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 revenue and appropriate a corresponding $386,799.50 in expenses to be used for repairs and lost contents.

**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 2025-21 is hereby amended by adding $386,799.50 and corresponding expenses to be used for repairs and lost contents.

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

| | | |
|---|---|---|
| <u>General Fund - Reserve</u> | | |
| General Fund Reserve | | $386,799.50 |
| <u>General Fund - Revenue</u> | | |
| Hurricane Insurance Revenue | 001-344925 | $386,799.50 |

**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 5 day of January, 2025.**

**SECOND READING and PUBLIC HEARING on the 20 day of January, 2025.**

**PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2025.**

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2025 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:

_____
Tia Payton, Interim-City Clerk

# BUDGET AMENDMENT

**DATE:** 2026-01-05

**FY** 2026

**TO:** City of Treasure Island City Manager

**Ord. #** 2026-04

**FROM:** Victor Ortiz, Chief Financial Officer

**SUBJECT:** Insurance Proceeds

**REVENUE**

| *Fund* | *Acct.* | *Name* | *Proceeds for:* | *TOTAL* |
|---|---|---|---|---|
| 001 | 344925 | Hurricane Insurance Revenue | Helene - Damage & Contents (multiple locations) | $ 386,799.50 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **Total** | **$ 386,799.50** |

**EXPENSE:**

| *Fund* | *Prog.* | *Acct.* | *Name* | *TOTAL* |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | **Total** | **$ -** |

Total

(a) recognize insurance proceeds from property damage claims made for hurricanes Helena and Milton

DATE

**Finance Director:** _____ _____

**City Manager:** _____ _____

**Completed by Finance:** _____ _____

79507

# Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 26-04 was published in said newspaper by print in the issues of 03/04/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling
Sworn to and subscribed before me this **03/04/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

## THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

**ORDINANCE 26-04**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO RECOGNIZE INSURANCE PROCEEDS OF $386,799.50 FOR FLOOD DAMAGES PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.**

This ordinance will be considered on second reading and public hearing on Monday, March 16, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

3/04/2026 jb 79507-1

**AGENDA ITEM NO. I.3**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Tia Payton, Finance |
| **ITEM TYPE:** | Ordinances |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Second and Final Reading of Ordinance 2025-05 for the Repair Expenses to the Dune Walkovers |

**BACKGROUND:**

Annually funds are appropriated for the Dune Walkovers to conduct regular maintenance. Hurricane Helene and Milton caused damage to the walkovers well beyond that which could be repaired with the FY 2026 regular maintenance funding of $100,000.

The City has received $1.9M in proceeds, from insurance claims, to be used for reparations and replacement from the damage of the hurricanes.

To bring the walkovers to a safe, accessible and usable condition the commission approved two phases of extraneous funding.

**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. Give the City Manager purchase authority of an additional $334,000.00 for the expense of repairs to the Dune Walkovers.

**STRATEGIC PLAN RELEVANCE:**

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

**ANALYSIS/DISCUSSION:**

The first phase ($294,300) removed several unusable and unsafe walkovers on Sunset Beach, revitalized the walkovers at the Sunset Vistas, and provided repairs, with a focus on safety, to the remaining structures at 100th, 102nd, 103rd, 122nd, 123rd, and 125th.

The second phase of work ($139,400) is expected to recondition the 124th, 1211st, and 99th Dune Walkovers to a safer and functional condition.

Both phases also included funding to add post and rope where needed extending the walk to pre-storm egress and allowing area for vegetation to return to the dunes.

**FUNDING:**

This budget amendment aims to provide for the expense of repairs to the Dune Walkovers. These monies will be booked into funds as follows:

- $334,000.00 in General Fund

**MOTION:**

I move to approve Ordinance No. 2026-05 at the second and final public hearing.

---

**ATTACHMENTS:**
ORDINANCE_2025-05-Dune Walkovers.docx
Budget Amendment 2026-05.xlsx
Ad 79784 Ordinance 2026-05.pdf

**ORDINANCE 2026-05**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $334,000 FOR EXPENSE OF DUNE WALKOVER 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 $334,000.00 for the expense of repairs to the Dune Walkovers.

**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 $334,000.00 in General Fund toward the expense of repairs to the Dune Walkovers.

**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 $334,000.00 in General Fund toward the expense of repairs to the Dune Walkovers.

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

| | | |
|---|---|---|
| <u>General Fund - Expenses</u> | | |
| DUNE WALKOVERS | 001-5391-63402 | $334,000.00 |

**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 17th day of February, 2026.**

**SECOND READING and PUBLIC HEARING on the 17th day of March, 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 _____, 2025 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:** 2026-02-17

**FY** 2026

**TO:** City of Treasure Island City Manager

**Ord. #** 2026-05

**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 | 5391 | 63402 | DUNE WALKOVERS | 'FY 2026 budget amendment, General Fund Expense | $ 334,000.00 |
| | | | | | |
| | | | | | |
| | | | | **Total** | **$ 334,000.00** |

**EXPLANATION:**

City of Treasure Island shall budget $334,000.00 for the required repairs to the Dune Walkovers.

| | | DATE |
|---|---|---|
| **Chief Financial Officer:** | | |
| **City Manager:** | | |
| **Completed by Finance:** | | |

79784

# Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2026-05 was published in said newspaper by print in the issues of 03/04/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jessica Bowling
Sworn to and subscribed before me this **03/04/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

DEIRDRE A. BONETT
Notary Public - State of FLORIDA
Commission # HH601171
My Commission Expires Jan. 04, 2029

LEGAL NOTICE

## THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

**ORDINANCE 2026-05**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $334,000 FOR EXPENSE OF DUNE WALKOVER REPAIRS PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.**

This ordinance will be considered on second reading and public hearing on Monday, March 16, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

03/04/26 jb

79784-1

**AGENDA ITEM NO. I.4**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Cathy Hayduke, Parks & Recreation |
| **ITEM TYPE:** | Ordinances |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Second and Final Reading of Ordinance No. 2026-06 Amending the FY2026 Fee Schedule |
| **BACKGROUND:** | The City-Wide Fee Schedule is a list of fees as approved by the City Commission to disclose all fees and charges for City services in one cohesive document. It is approved annually during the budget process or when adjustments are proposed. |
| **POLICY/PURPOSE:** | To amend the City-Wide Fee Schedule for FY26, codifying necessary changes |
| **STRATEGIC PLAN RELEVANCE:** | This is a complement agenda item related to the adoption of the FY26 budget |
| **ANALYSIS/DISCUSSION:** | The City Commission has approved an increase to the 2026 Summer Camp Fees. Based on comparisons with other Pinellas County municipalities, staff recommends updated rates to achieve a breakeven model. ARTICLE III. PARKS AND RECREATION, 24. Children's Camp 10-week camp rate will be amended to reflect those changes. |
| **FUNDING:** | N/A |
| **MOTION:** | I move to adopt Ordinance 2026-06 amending the City-wide Fee Schedule at this second and final public hearing. |

---

**ATTACHMENTS:**
Fee_Ordinance_2026-06.pdf
FY26 Fee Schedule Camp Red Lined.docx
Ad 79773 Ordinance 2026-06.pdf

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE CITY-WIDE FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** it is deemed appropriate and in the best interest of the public to provide for and revise from time to time certain fees for services and/or facility rentals charged by the various City departments; and

**WHEREAS,** the City Commission has determined that it is in the best interest of the City of Treasure Island and its citizens that user fees be identified, referenced, and clearly stated; and

**WHEREAS,** the City Commission wishes to amend the Code of Ordinances of the City of Treasure Island, Florida.

**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 legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

**SECTION 2.** That the "Appendix A" a fee schedule as set forth herein be adopted for implementation by the various City of Treasure Island departments. The fees to be charged in order to recover direct costs associated therewith are set forth in the attached Appendix A, and the proceeds from such fees shall be credited to the fund providing such services. The fee schedule set forth in the Appendix A is hereby established, authorized, and adopted by the City Commission.

Any charge established in the Appendix A may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

**SECTION 3. SEVERABILITY.** It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

**SECTION 4. CONFLICT.** All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

**SECTION 5. CODIFICATION.** Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect on December 1, 2025.

**FIRST READING and PUBLIC HEARING on the 17 day of February , 2026.**

**SECOND READING and PUBLIC HEARING on the 17 day of March , 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, FL, sitting on the _____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

**YEAS:**

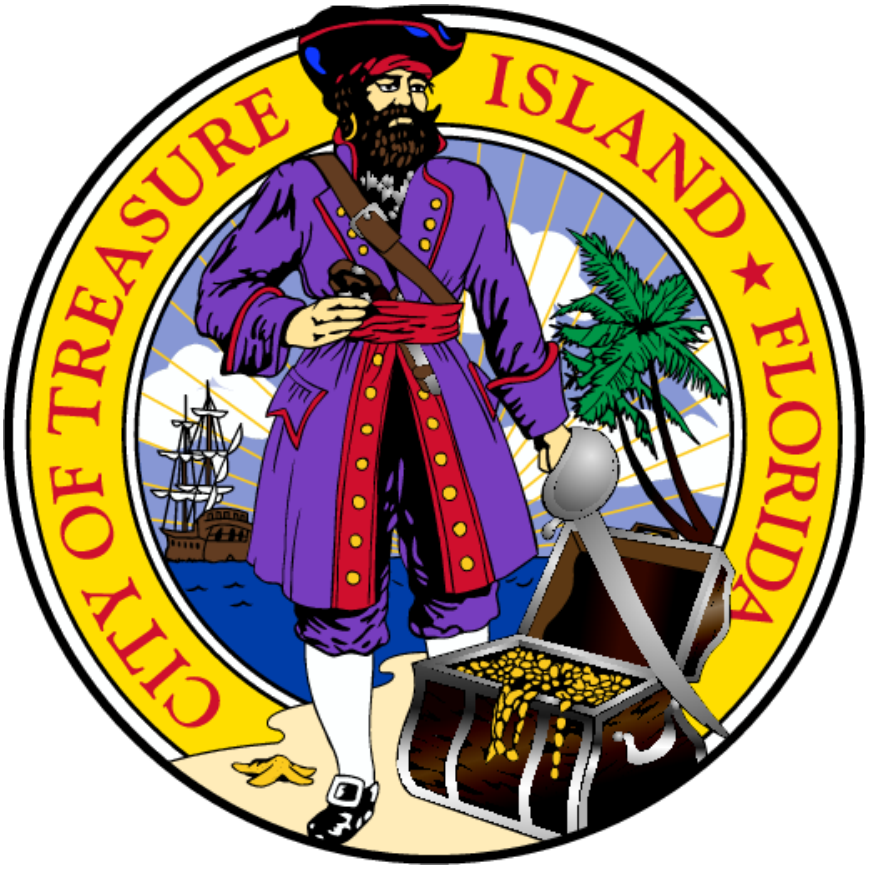
**NAYS:**

**ABSENT OR ABSTAINING:**

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk




# FY25 FEE SCHEDULE

Effective October 1, 2026 or as otherwise noted

**LAST AMENDED:**

Ord. 2024-23, September 17, 2024
Ord. 2023-18, September 18, 2023
Ord. 2022-13, September 19, 2022
Ord. 2022-02, February 1, 2022
Ord. 2021-19, September 20, 2021
Res 20-15, September 15, 2020
Res 20-05, May 19, 2020
Res 19-06, September 17, 2019
Res 18-65, September 18, 2018
Res 17-59, September 19, 2017
Res 16-90, September 20, 2016
Res 15-67, August 18, 2015

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**41. Bicycle Decals (Sec. 50-58, 50-63, 50-64, TI-Code): ..... 20**

**42. Equipment Inspection** ..... **20**

**ARTICLE VII. PUBLIC WORKS** ..... **20**

**43. City Signboard in Treasure Island Causeway Fee (Sec. 73-35, TI-LDR)** ..... **20**

**ARTICLE VIII. UTILITY FEES** ..... **20**

**44. Wastewater** ..... **20**

**45. Solid Waste** ..... Error! Bookmark not defined.

**46. Stormwater** ..... **20**

**ARTICLE IX. ELECTIONS** ..... **20**

**49. Qualification Fee [Section 99.093, Florida Statues, Sec. 14-10, TI-Code]** ..... **20**

**ARTICLE X. BUSINESS TAX** ..... **20**

Any charge established in this fee schedule (Appendix A) may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

# ARTICLE I. COMMUNITY Development

1. Building Permits (Chapter 8, Treasure Island Code of Ordinances [Code], 8-31 TI-Code)
    a. Base Fee – For issuing each permit: $53 [Florida Building Code (FBC) – Section 109 Fees]
    b. Total Valuation Fee – $1,000 or less – base fee only $53 (where only a final inspection is required – each additional inspection required shall be charged $53. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. (FBC)– Section 109, Schedule of Permit]
    c. Total Valuation Fee – over $1,000 and less than $1,000,000 – Base fee of$53 plus $11 for each thousand or fraction thereof; $1,000,000 or over – Base fee of $$53 plus $8 for each thousand or fraction thereof. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. [FBC– Section 109 Fees]
    d. State Surcharge pursuant to section 553.721, Florida Statutes – A surcharge assessed at the rate of 1 percent of the permit fees associated with the enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2. (Required by section 553.721, Florida Statutes)
    e. State Surcharge pursuant to section 468.631, Florida Statutes – A surcharge assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit shall be $2. (Required by section 468.631, Florida Statutes).
    f. Fee for Re-inspection – The contractor shall pay a re-inspection fee of $53 for each inspection failure.
    g. Fee for revision to an Existing Permit or Partial Inspection Request:
        i. A revision to an existing permit shall be charged a $53 revision fee, plus any valuation fees (as provided in subsections b or c above) and State Surcharges.
        ii. A request for a partial inspection shall be charged $53 per partial inspection requested.

b. Fee for Extension of Time on a Permit

    i. Extension of a building permit which has not yet expired and fulfills the "permit intent" of FBC – Section 105.4.1 - $106

    ii. Extension of a building permit which has been expired – applicant must reapply for a new permit (FBC - Section 105.4.1.1)

c. Fee for a Same Day Inspection - $43 and this service is subject to the availability of an inspector to provide this service

d. Fee per Tent for Special Events, Permit Contractor Change, Contractor Trailer, Contractor Storage Trailer, Temporary Power Pole, Temporary Structures, and per Tree permitted to be removed – Fees for permits where no work valuation is pertinent shall be based upon an initial fee of $53 covering one inspection and a fee of $50 for each additional inspection required. The number of inspections required shall be at the discretion of the City Commission, City Manager, Community Development Director, Fire Department, or Building Official as the situation warrants.

    i. After a tree removal has been permitted, a donation may be made to the Green Utility account in lieu of re-planting tree(s) – Section 72-111(b) of the City of Treasure Island Land Development Regulations (TI-LDR). The fee in lieu shall be based on the cost of purchasing the requisite size and number of replacement trees.
    ii. Tree removal which is exempt under section 163.045, Florida Statutes - $0 (Sec. 72-111, TI-LDR)
    iii. Tree removal which is not exempt under section 163.045, Florida Statutes - $50 (Sec. 72-111, TI-LDR)
    iv. After the fact tree removal which is not exempt under section 163.045, Florida Statutes - $100 (Sec. 72-111, TI-LDR)

e. Moving Fee and Demolition Fee – for the demolition or the moving of any building or structure, the fee shall be $150

    i. Valuation of Moving or Demolition Work of $0 to $15,000 = $159

    ii. Valuation of Moving or Demolition Work greater than $15,000 = 1% of moving or demolition cost

f. Plan Review Fees – When a permit is required to be submitted, the respective plan review fees shall be paid to the City at the time of submitting the permit application, plans, and/or specifications for checking—this is a nonrefundable fee. The remaining balance(s) shall be paid upon permit issuance. Fees to be set as follows:

    i. Building plan review fee - equal to one-half of the total building permit fee
        1. Each subsequent review – projects below $10,000 in value – 10% of building permit fee
        2. Each subsequent review – projects $10,000 and above in value – 5% of building permit fee

ii. Floodplain plan review fee – equal to one-half of the total floodplain permit fee. (LDR Division 3 & Sec. 66-103.3).
iii. Zoning plan review fee – equal to one-half of the zoning permit fee. [Sec. 68-32, TI-LDR& Sec. 70-51, TI-LDR].
iv. Fire plan review fee – the respective costs at time of submittal as listed in Exhibit A for Fire and Rescue fee schedule. (National Fire Protection Association)
v. Civil or structural engineering review fee – equal to one-half of the total civil or structural permit fee
vi. Public works review fee – Equal to one half the public works permit fee

g. Refunds of permit fee only (not plan review or other Community Development Department fees)
    1. Work has not commenced, and the permit is less than six months old – Permit fee and state surcharges paid minus $75
    2. Work has commenced or the permit is over six months old – no refund.

h. After the Fact Permit - Where a permit is required by the Code of Ordinances and/or Land Development Regulations the work is started prior to obtaining the permit, the (permit fees) herein specified shall be:
    i. Two (2) times the permit fee, on the 1st occurrence by the property owner and/or contractor;
    ii. Three (3) times the permit fee, on the 2nd occurrence by the property owner and/or contractor;
    iii. Five (5) times the permit fee, each time thereafter by the property owner and/or contractor.
    iv. The payment of the five (5) times fee shall not relieve any persons from fully complying with the requirement of the Code of Ordinances and Land Development Regulations. [FBC – Section 109.4, Work commencing before permit issuance]

i. After Hours Building Inspections
    i. Building Inspections after 5:00 p.m. Monday through Friday and Saturdays - $149 per hour with a 2-hour minimum.
    ii. Building Inspections on US Federal Recognized and City Recognized Holidays and Sundays - $212 per hour with a 2-hour minimum.

j. New/Change of Address $30 plus $20 per additional address same property
k. Certificate of Occupancy or count of completion: $65

2. Zoning Permit Fee (Sec. 68-32, TI-LDR)
    a. New, or Addition - Single family and duplex: $35
    b. New or addition - Each subsequent resubmittal- Single family and duplex: $35

c. New or addition - 3 or more units or nonresidential: $65
d. New or addition - Each subsequent resubmittal - 3 or more units or non-residential: $55
e. Dock (Sec. 69-54, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $40
f. Driveway (Sec. 72-34, TI-LDR)
    i. Single Family and Duplex $20
    ii. 3 or more units or nonresidential $30
g. Garden Walls, Fences, and hedges (Sec. 68-458, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $35
h. Signs $45 (Sec. 73-35, TI-LDR)
i. General zoning review not covered above $25

3. Floodplain Permit Fee (Sec. 66-103.3; Chapter 66, TI-LDR)
    a. New, remodel or addition - Single family and duplex: $35
    b. New remodel or addition - Each subsequent resubmittal - Single family and duplex: $30
    c. New, remodel or addition - 3 or more units or non-residential: $65
    d. New, remodel or addition - Each subsequent resubmittal - 3 or more units or nonresidential: $55
    e. After the fact all types (no permit): $200
    f. After the fact all types (no permit), each subsequent review: $160

4. Civil or Structural Engineering Permit Fee (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $140/hour
    b. New or addition, 3 or more units or nonresidential each subsequent resubmittal: $120/hour
    c. Raised seawall $200/hour
    d. Raised seawall, each subsequent review $200/hour
    e. Drainage plan $200/hour
    f. Drainage plan, each subsequent resubmittal $200/hour
    g. Site visit, if requested by applicant $200/hour
5. Public Works Plan Review for Permit (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $60
6. Adult Use Permits – [Chapter 62 TI-LDR)]
    a. Adult use permit from the City Manager or designee - $250 [Section 62-4, TI-LDR]
    b. Appeal of certification of noncompliance to City Commission- -$350 [Section 62-4(c)(1), TI-LDR]
    c. Extension of preliminary adult use permit - $50 [Section 62-4(d)(1), TI-LDR]

d. Appealing the denial of extension of adult use permit to City Commission - $350 [Section 62-4(d)(1), TI-LDR]

e. Permanent adult use permit - $100 [Section 62 - 4(d)(1), TI-LDR]

f. Renewal of adult use permit - $100 annually [Section 62-4(d)(2), TI-LDR]

g. Appeal of City Manager's decision to revoke permanent adult use permit to City Commission - $350 [Section 62-4(d)(3), TI-LDR]

h. Variance - $350 for the 1st variance request and $100 for each additional request [Section 62-6, TI-LDR]

7. Planning and Zoning Board / Local Planning Agency Application Fees

   a. Appeal to an administrative decision $350 (Sec. 70-181, 70-241, TI-LDR)

   b. Variance request (Sec. 70-221, 70-241,72-6, TI-LDR)

      i. Variance request – base fee (one variance) - $350. Each additional variance requested - $100 residential (Sec. 70-221, TI-LDR)

      ii. Multifamily, Commercial, and Institutional - Base fee (one variance) $500 with each additional variance requested $100.

   c. Special exception request – $600 (Sec. 70-201, 70-241, TI-LDR)

   d. Site plan/application review (Sec. 70-71, 70-51, TI-LDR)

      i. Single family and duplex - $500

      ii. Single family and duplex, civil engineering review - $200/hour

      iii. Multifamily, Commercial, and Institutional - $1,000

      iv. Multifamily, Commercial, and Institutional; civil engineering review -$200/hour

      v. Minor Modification to Previously Approved Site Plan – One-half regular site plan review fee.

      vi. Minor modification to Previously Approved Site Plan, Civil Engineering review (if required) - $200/hour

   e. Subdivision (plat) review (Sec. 74-31, TI-LDR)

      i. Preliminary Plat - $700

      ii. Preliminary Plat, civil / survey engineering review - $200/hour

      iii. Final Plat - $500

      iv. Final Plat, civil / survey engineering review - $200/hour

      v. The cost of recording the plat shall be paid by the applicant.

   f. Comprehensive plan text amendment / future land use map amendment – $2,250 (Sec. 68-121, TI-LDR)

g. Re-zoning fee - $2,000. (Section 68-122 TI-LDR)

h. Request for a text amendment to the land development regulations - $2,000 (Sec. 68-123, TI-LDR)

i. Development Agreement (Section 68-496 – TI-LDR)
    i. Development Agreement $2,250
    ii. Development Agreement Modification $2,250
    iii. Development Agreement Extension $1,125

j. Copies for mailings
    i. 1 sided up to 8 1/2" x 14" $0.15
    ii. 2 sided up to 8 1/2" x 14" $0.20

8. City Commission Fees

    a. Fees not listed below shall be the same as Planning and Zoning Board / Local Planning Agency fees.

    b. Vacation of an easement shall be $500. The cost of recording shall be paid by the applicant.

    c. Vacation of a right-of-way shall be $1,000. The cost of recording shall be paid by the applicant.

    d. License agreements with property owners along the Central Beach Trail -$500

        i. Those who agree to make public improvements between the rear property line of their lot and the Central Beach Trail, the $500 fee may be waived, depending on the scope of the improvements, at the City's sole and absolute discretion.

        ii. All subsequent requests for amendments to existing license agreements shall be $200.

    e. Release of Unity of Title shall be $150 (Section 68-490, TI-LDR)

    f. All special events on private property which are open to the public for a fee or not, or for profit or not, requiring staff approval, shall pay a special event permit application fee of $100. (Section 68-571, TI-LDR)

        i. All special events on private property which are open to the public for a fee or not, or for profit or not, for City Commission approval, a special event permit application fee shall be $200 (Section 68-571, TI-LDR)

    g. Other City Commission hearing fees shall be $150, unless otherwise stipulated.

    h. Appeals to site plan review by Planning and Zoning Board [Section 70-111, TI-LDR] – Amount shall be one half of the Planning and Zoning / Local Planning Agency site plan review fee

    i. Special Event Parking - $350 [Section 68-468, Off-Street Parking, TI-LDR]

9. Fee to Connect to Public Sanitary Sewer System – For structures not previously connected $325 (Section 75-62, TI-LDR)
10. Returning Signs That Were Placed in the Right-Of-Way or On Public Property - $10 per sign for each occurrence. (Section 73-35, TI-LDR)
11. Multimodal Impact Fees
    a. Pinellas County Land Development Code, Part III, Chapter 150-Impact Fees / Article II
12. Land Use / Zoning Verification Letter **–** (Section 68-32, TI-LDR)
    a. Single lot: $75
    b. Multiple lots or Existing Commercial /Hotel Use: $125.00
    c. Research Grandfathered Status (determination of legal units, density, intensity, etc.): $100.00 first hour plus $50 per hour of additional time
13. Land Development Regulation - Administrative Waiver by Staff: $150 (Section 68-35, TI-LDR)
14. Lien Search Requests and Registration of Foreclosing Properties (Section 2-173, TI-Code)
    a. Lien Search requests will be processed at $50 per parcel. A Rush Lien Search will be processed within 3 business days at a fee of $75 per parcel.
    b. Registration of foreclosing residential or commercial properties will be processed at a fee of $100 per property – (Section 2-173, TI-Code)
15. Staff Assistance Preparing a Florida Department of Environmental Protection Permit for Use of the Public Beach - $150 per application plus any applicable permit application fees. (Section 68-571, TI-LDR)
16. Doggie Dining Permit (Section 6-52, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
17. Sidewalk Café Use Permit (Section 68-571, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
18. National Pollutant Discharge Elimination System (NPDES) Inspection Fees - $35 each (Section 75-206, 54-36, TI-LDR)
19. Advanced Wireless Infrastructure Deployment Act; section 337.401(7), Florida Statutes

    (Chapter 42, TI-LDR – Article III, Communications Rights-of-Way Usage.)

    a. Registration
        1. Annual Registration – No fee
        2. Transfer of Registration – No fee
        3. Registration Amendments – No fee

4. Registration Renewal – No fee

b. Annual Local Business Tax – (Section 46-103, TI-LDR)

c. Annual Pass-Through Providers $500 per linear mile (Section 42-72, TI-Code; sec. 337.401(6)(b), Florida Statutes)

d. Rate to collocate small wireless facilities on a city utility pole shall be $150 per pole annually, or the maximum amount allowed by applicable law. (Section 337.401(7), Florida Statutes)

e. Rate to collocate small wireless facilities on a non-city owned utility pole – No fee. (Section 337.401(7), Florida Statutes)

f. Permit fee for installation of a new utility pole used for collocation of small wireless facilities – No fee. (Section 337.401(3), Florida Statutes)

g. Appeal of a decision of the City Manager or designee - $350 (Section 42-84, TI-Code)

h. Required mailings: $0.20 per page up to two-sided and current USPS first class postage

20. Flood zone Letters/Amendments/Revisions: (Section 66, TI-LDR)

a. Flood zone Verification Letter $75.00

b. Letter of Map Amendment (LOMA)
   i. Floodplain Review $75.00
   ii. Civil Engineering Review – initial review $500.00
   iii. Civil Engineering Review – additional reviews $250.00 per additional review

c. Letter of Map Revision (LOMR)
   i. Floodplain Review $75.00
   ii. Civil Engineering Review – initial review $500.00
   iii. Civil Engineering Review – additional reviews $250.00 per additional review

d. Letter of Map Revision Based on Fill (LOMR-F)
   i. Floodplain Review $75.00
   ii. Civil Engineering Review – initial review $500.00
   iii. Civil Engineering Review – additional reviews $250.00 per additional review

e. Conditional Letter of Map Revision (CLOMR)
   i. Floodplain Review $75.00
   ii. Civil Engineering Review – initial review $500.00
   iii. Civil Engineering Review – additional reviews $250.00 per additional review

21. Alcoholic Beverage Permit Zoning Review (Ch. 561, Florida Statutes)

a. Off-Site Consumption $100.00

b. On-Site Consumption $200.00

# ARTICLE II. FIRE AND RESCUE

22. Fire Code Inspections and New Construction Plan Reviews: (Sections 8-79, 8-80, TI-Code)

    The occupant of any commercial premises or the owner of such commercial premises when there is no occupant and the owner of any residential premises on which the City conducts any fire safety inspections in accordance with any federal, State or local law shall remit to the City a fee for the inspection as set forth in the attached fee schedule as adjusted as herein provided. Such fees shall be reviewed and adjusted administratively, if necessary, once per fiscal year.

    c. Fire Inspections are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)
    d. Fire Plan Reviews are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)

23. Special Detail Fees

    e. Fire Personnel – Extra Duty Rates
        i. Firefighter - $48 per hour
        ii. Paramedic - $43 per hour
        iii. Fire Apparatus - $44 per hour
        iv. Fire Inspector - $75 per hour
        v. Holiday Rates for all fees shall be applied at 1.5 times the standard rates
    f. Apparatus - Extra Duty Rates
        vi. ALS Cart - $300 per event, per day
        vii. ALS Unit - $400 per event, per day
        viii. Fire Suppression Unit - $500 per event, per day

# ARTICLE III. PARKS AND RECREATION

24. Children's Camps

Summer and Winter Camp Fees (Sec. 24-33, TI-Code)

All weekly camp rates are paid in full upon reservation. For a full refund, the cancellation request needs to be made within 14 days of the Monday of the first week enrolled. A 10% Administration Fee will be charged for all cancellations.

*Summer Camp 10 Week Program Fee* *(adjustments are made for camps more or less than 10 weeks)*

| | ***Resident/Taxpayer**** | ***Non-Resident*** |
|---|---|---|
| 10 Week Camp Rate | ~~$700~~ $1,000 | ~~$900~~ $1,200 |
| Sibling Discount | 10% per sibling | |
| Weekly Rate | $120 | $140 |
| Sibling Discount | No sibling discount | |
| Extended Care | ***Residents and Non-Residents*** | |
| Before and/or After Care<br>6:45 – 7:30 am and/or 5:05pm- 5:30 pm | $30 per week per family | |

*Winter Camp Fees* *(adjustments are made for weekly rates based on camp dates)*

| | | |
|---|---|---|
| Daily Rates | $30 per day | $35 per day |

** Taxpayer is defined for Children's Camps as Treasure Island Business Owners and St. Pete Beach Residents per reciprocal agreement.*

25. Treasure Bay Golf and Tennis (Sec. 24-33, 24-34, TI-Code)

| ***Tennis Daily Rates (plus tax)*** | |
|---|---|
| Tennis Daily Fee - Adults | $12 |
| Asphalt Courts | Free |
| Reservations, two hour block | $6 per court |
| Juniors (under age 15 years old) | 50% off above rates |
| Resident/Taxpayer Discount | 10% Discount |

| ***Pickleball (plus tax)***<br>***Unlimited League & Daily Play*** | |
|---|---|
| Daily | $5 |
| Annual Pickle Pass | $75 |

| ***Foot Golf (plus tax)*** | ***Resident/Taxpayer**** |
|---|---|
| 9 hole | $10 |
| 9 holes, twice | $12 |
| Juniors, 15 & under | $8 |
| Family Rate (up to 2 adults and 3 juniors) | $25 |
| Pre-Paid 10 Play Card (individual play) | $80 |

| | |
|---|---|
| ***Pickleball (plus tax)*** | |
| ***Unlimited League & Daily Play*** | |
| ***Memberships (plus tax)*** | |
| Tennis Pre-paid 10 play card | $90 |
| Tennis 4-monthly card | $250 |
| Tennis 12-monthly card | $560 |
| | |
| Golf League 10 Play Card, winter | $120 |
| Golf League 10 Play Card, summer | $70 |
| Golf Pre-Paid 10 play card, winter | $130 |
| Golf Pre-Paid 10 play card, summer | $80 |
| | |
| ***Golf (plus tax)*** | |
| Daily Fee, winter (Dec. – Apr.) | $15 |
| Daily Fee, summer (May. – Nov.) | $11 |
| Replay 9 holes | 50% off above rates |
| Juniors (under age 15 years old) | 50% off daily fees |
| Resident/Taxpayer | $1.00 off rates above |
| | |
| League rate, winter | $13 |
| League rate, summer | $9 |
| 18 Holes | Seasonal rate + $2 |
| Pull Cart | $3 |
| Rental Clubs | $4 |

** Taxpayer is defined for Treasure Bay fees as residents of St. Pete Beach per reciprocal agreement.*

26. Reservation/Private Rental of Treasure Bay Clubhouse/Picnic Areas (Sec. 24-34, TI-Code)
    a. $25 per hour plus tax for 10 - 40 people
    b. $50 per hour plus tax for 40 – 100 people

27. Reservation/Private Rental of Rosselli Park with Restrooms (Sec. 24-33, TI-Code)
28. Reservation/Private Rental of ballfield or gazebo $25 per hour plus tax
29. Bus Rental with a Commercial Licensed Driver - $75 per hour (Sec. 24-33, TI-Code)
30. Repealed – Reserved for Future Use

31. City Facilities Rental Fees (Sec. 24-33, TI-Code)

All facility rentals are paid in full upon reservation. For a full refund, the cancellation request must be made 30 days prior to the event date. A ten percent (10%) Administrative Fee will be charged for all the cancellations. Treasure Island Residents or Treasure Island Business Owners will receive 50% discount of the posted rate for city's facilities; discount cannot be combined with any other fee reductions.

a. Community Center (up to 250 people) *plus tax

| | ***Residents and Non-Residents*** |
|---|---|
| Facility Rental Fee* | $200 per hour, 4 hour minimum |
| Premium Dates/Holidays* | Regular rate + $250 |
| Non-Profit Rental Fee *[501(c)(3) organizations only]* | 1/3rd off the posted rates |

b. City Hall Promenade Deck, up to 80 people *plus tax

| | |
|---|---|
| Monday – Thursday | $200 per hour, 2 hour minimum |
| Friday - Sunday | $250 per hour, 4 hour minimum |
| Premium Dates/Holidays* | Regular rate + $250 |
| Non-Profit Rental Fee *[501(c)(3) organizations only]* | 1/3rd off the posted rates |

c. Community Center Garden Room & City Hall Flybridge, Quarterdeck or Crows' Nest & City Center multi-purpose rooms (includes parking) *plus tax

***Facility Rental Fee****

| | | |
|---|---|---|
| Monday –Friday | 8:00 am – 4:30 pm | $50/hour; minimum 2 hours |
| Monday - Friday | After 4:30 pm | $75/hour |
| Saturday - Sunday | | $100 per hour, minimum 4 hours |
| Premium Dates/Holidays* | | $75 per hour, minimum 4 hours, maximum 10 hours |
| Use of Kitchen* (upon availability) | | $250 |
| Use of Gally w/Flybridge or Crows' Nest, only | | $100 |

d. Beach Pavilion / Treasure Bay Clubhouse, (up to 50 people, includes parking in the Black Skimmer lot only) *plus tax Treasure Island Residents or Treasure Island Business Owners will receive a 50% discount of the posted rate for the City's facilities; discount cannot be combined with any other fee reductions.

***Facility Rental Fee****

| | |
|---|---|
| Monday – Thursday | $100/hour; minimum 2 hours |
| Friday - Sunday | $150/hour; min. 4 hours, max. 10 hours |
| Premium Dates/Holidays* | Total rental fee + $250 |

32. Class Instructor Fees - Thirty percent (30%) of gross class revenue, or $50 per month whichever is greater (Sec. 24-33, TI-Code)

33. Use of Public Beach or Public Property Review - City Staff Review Only (Sec. 24-34, TI-Code)

    Three hour permit includes setup, the event and breakdown. Additional setup time can be requested at an additional $50 per hour, plus applicable fees below.

    a. $100 Treasure Island Resident/Business or $125 Non-Resident for a small, organized gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering—of up to 50 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    b. $125 Treasure Island Resident/Business or $150 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of 51 - 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    c. $250 Treasure Island Resident/Business or $300 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of more than 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

34. Use of Public Beach or Public Property Review - City Commission Review (Sec. 24-33, 24-34, 58-48, TI-Code)

    a. All events on public property or the public beach which are open to the public for fee or not, or for profit or not, requiring City Commission approval, except City sponsored or Commission exempted public events: $500 non-refundable

        i. All subsequent requests for renewals or amendments to existing contracts or agreements – $250 each

        ii. If 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

        iii. 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.

        iv. The determination of whether a use requires City Commission approval under this subsection shall be at the sole discretion of the City Manager or designee

    b. Non-exclusive License agreement request for City-owned beach area generally from 104th Avenue to 119th Avenue shall be $500 (non-refundable).

i. All subsequent requests for amendments to existing license agreements shall be $200 per request

c. Park Improvement Fund – five percent (5%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for based on GASB and/or GFOA standards.

## ARTICLE IV. FINANCE

35. Parking

a. Parking Meter Rates –

i. $5.00 per hour

ii. $5.50 per hour weekends and holidays

b. Sunset Beach Street Parking –

i. $6.00 per hour

ii. $6.50 per hour weekends and holidays

c. Resident Parking Permits

i. Electronic Pass, $5.00 each – maximum 2 per residence

d. City Event Parking - No less than $30 but up to $50 per vehicle, per day

36. Returned Checks Service Charge

a. Set according to the allowable service charge per Section 832.07, Florida Statutes

b. In no event should the fee be more than $100

37. Notary Services

a. Each instrument $10 (for non-City Business)

b. No charge for City Related Business

## ARTICLE V. PUBLIC RECORDS

Recognizing that all public records and documents subject under State law to inspection by members of the public at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly, when the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of technology resources or extensive clerical or supervisory assistance ("extensive use of information technology resources or extensive clerical or supervisory assistance" is defined as more than thirty (30) minutes

of staff time per request), a special service charge shall be imposed, in addition to the charge for copies. The party requesting such assistance or service shall be charged a fee that shall be equivalent to the hourly wage of the employee who renders such assistance, including in the hourly wage the cost to the City of all benefits paid to the employee. The special service charge will be computed to the nearest quarter of an hour exceeding the first thirty (30) minutes. If the records requested are stored on computer and must be retrieved and reproduced from such storage, the charges for such reproduced copies shall be based on the time necessary to generate and reproduce such records. The City may require a deposit equal to the estimated amount for copies, any applicable service charges for extensive requests and, when applicable, the cost of mailing prior to gathering the records requested. If the City's cost to provide the records is less than that amount provided in the deposit, the remaining amount of the deposit shall be returned to the requesting party. In the event the City incurs charges in an amount greater than the deposit, the City shall issue an invoice to the requesting party for the additional charges which shall be payable prior to or upon receipt of the documents requested.

38. Retrieval, Duplication, and Certification of Records [Section 119.07, Florida Statutes]
    a. Duplication of a one-sided document up to a size of 8 ½" x 14" is $.15 per copy
    b. Duplication of a two-sided document up to a size of 8 ½" x 14" is $.20 per copy
    c. Duplication of documents exceeding 8 ½" x 14" or documents the City is incapable of reproducing on existing City equipment shall be charged at the actual cost to duplicate the record(s).
    d. Paperless records provided on a CD or DVD is $1.25 per disc.
    e. The requestor may provide a USB drive to receive paperless copies of records; however, the drives must be scanned by IT Department staff first to ensure the health of the City's network. The charge shall be a minimum of actual cost of scanning and the duplication of the record(s).
    f. Certified copies are $1 per document/instrument, plus applicable duplication charges.
    g. Labor charges for extensive public records requests are applicable to any request requiring thirty (30) minutes or more of staff time in a single day to research and respond to a request. The actual cost is calculated using the hourly wage plus benefits of the lowest paid employee capable of performing the service.

## ARTICLE VI. POLICE DEPARTMENT

39. Fingerprinting Service - $15
40. Special Detail (officer and vehicle) - $70 per hour
41. Pet Registration – No charge

42. $25 Bicycle Decals (Sec. 50-58, 50-63, 50-64, TI-Code):

a) $1.00 for registration
b) $0.50 for replacement if stolen, lost, or destroyed
c) $0.50 for replacement if obliterated or illegible

43. Equipment Inspection - $5

## ARTICLE VII. PUBLIC WORKS

44. City Signboard in Treasure Island Causeway Fee (Sec. 73-35, TI-LDR)

a. $20 for one sign (East or West)

b. $25 for two signs (East and West) up to 14 days.

## ARTICLE VIII. UTILITY FEES

SEE ATTACHMENTS B, C

45. Sewer (Sec. 75-122, TI-LDR)

See Attachment B

46. Stormwater (Sec. 54-74 and 54-75, TI-Code)

See Attachment C

## ARTICLE IX. ELECTIONS

46. Qualification Fee [Section 99.093, Florida Statues, Sec. 14-10, TI-Code]

a. Application fee for district commissioner - $50.00
b. Application fee for mayor-commissioner - $100.00

These fees may be waived if the candidate is determined to be exempt from the election assessment pursuant to section 99.093(2), Florida Statutes. Any charge by the supervisor of elections to verify signatures pursuant to Chapter 99, Florida Statutes, shall be paid by the candidate.

## ARTICLE X. BUSINESS TAX

Sec. 46-103, TI-Code

**A**

| | |
|---|---|
| *Abstracts of Title* | 186.27 |
| *Adult entertainment establishment,* bookstore, etc. | fee set by City Commission |
| *Advertising:* | |
| Agencies | 92.94 |
| Card directory | 92.94 |
| Directories, guidebooks | 186.27 |
| Handbills | 92.94 |
| Outdoor advertising, persons engaged in business of painted walls or electric displays or other devices leased or rented, not otherwise specifically receipted (See "signs") | 92.94 |
| Parade, including automobiles and wagons carrying advertising signs and musical instruments or other devices to attract attention, for each parade | 510.51 |
| Schemes and devices not provided for | 510.51 |
| *Agent, agencies,* including but not limited to book or magazine, claims and collections, credit agencies or bureaus, detective, employment, investment or security, loan, manufacturer's agent, and travel or transportation agents | 92.94 |
| *Alarm systems,* fire, burglary, medical monitoring, etc. | 92.94 |
| *Amusement parks,* children's playground and mechanical equipment | 92.94 |
| *Amusement parlors,* owner or manager | 370.05 |
| *Animal grooming service,* not permitted as kennel | 92.94 |
| *Answering services* | 92.94 |
| *Antiques,* dealers in | 92.94 |
| *Appraisers* | 92.94 |
| *Architects* | 92.94 |
| *Armored car service* | 92.94 |
| *Art gallery* | 92.94 |
| *Artist* | 54.68 |
| *Auctions and auctioneers:* | |
| Personal property, per diem | 372.47 |

**A**

| | |
|---|---|
| Real estate | 372.47 |
| Shops or stores, owners or managers | 1276.25 |
| *Automobiles, trucks and RV's:* | |
| Agencies, sale or rental (in addition to all other receipts) | 58.60 |
| Automobile, bus for hire, each | 92.94 |
| Cruising taxicabs | 38.26 |
| Driver of automobile for hire, taxicabs or bus, each | 19.07 |
| Filling station: | |
| 1 pump/dispenser | 38.26 |
| 1 pump/dispenser and repair service | 92.94 |
| Additional pump/dispenser | 3.80 |
| Parking lot, temporary, per day | 19.07 |
| Storage or parking lots, capacity: | |
| 1—50 | 92.94 |
| 51 or more | 186.27 |
| Used car lot | 280.74 |
| Wash and polish only | 92.94 |

**B**

| | |
|---|---|
| *Bait,* dealers in | 54.68 |
| *Bakeries* | 92.94 |
| *Banks* | 92.94 |
| *Barbershops and beauty shops:* | |
| 1 station | 92.94 |
| Each additional station | 19.07 |
| Technician (nail, cosmetology, etc.) | 54.68 |
| *Billiards, pool,* for public use or profit | 54.68 |
| *Boats:* | |
| Charter, cruise or party: | |

**B**

| | |
|---|---|
| 1—6 passengers | 54.68 |
| 7—21 passengers | 92.94 |
| 22+ passengers | 131.25 |
| Storage/dry: | |
| 1—25 boats | 112.06 |
| 26+ boats | 168.29 |
| Boat and yacht brokers | 112.06 |
| Sales | 112.06 |
| Rentals | 186.27 |
| Marinas: | |
| 1—25 boats | 112.06 |
| 26+ boats | 168.29 |
| *Bondsmen* | 372.47 |
| *Bookkeeping and income tax service* | 92.94 |
| *Boot and shoe repair shop* | 92.94 |
| *Bottled drinks,* wholesale | |
| 1 truck | 186.27 |
| Each additional truck | 38.26 |
| *Bottled water,* delivery of: | |
| 1 truck | 92.94 |
| Each additional truck | 38.26 |
| *Bottled gas,* dealers in | 92.94 |
| *Bowling alleys:* | |
| First alley | 92.94 |
| Each additional alley | 38.26 |
| *Brokers:* | |
| Wholesale dealers in merchandise | 372.47 |
| *Business and computer machine, rental* | 92.94 |

**C**

| | |
|---|---|
| *Camera and photographic supply shops* | 112.06 |

**C**

| | |
|---|---|
| *Carnivals,* including side shows incident thereto, per week or fraction thereof | 3739.45 |
| *Carpet and rug cleaning establishment* | 92.94 |
| *Caterers* | 92.94 |
| *Circus:* | |
| Circus shows and tent shows, per day | 1123.12 |
| Parade | 510.51 |
| *Clinic, medical, dental, etc.* | 92.94 |
| *Computer programming,* 1 employee | 92.94 |
| *Congregate care, adult congregate living facility and group care facility:* | |
| 1—10 residents | 127.61 |
| Each additional resident | 12.73 |
| *Consignment shops* | 92.94 |
| *Contractors:* | |
| General | 186.27 |
| All others | 92.94 |
| *Copy service, duplicating, engraving, lithography, mimeographing and multigraphing* | 92.94 |

**D**

| | |
|---|---|
| *Data processing and related services* | 92.94 |
| *Dentists* | 92.94 |
| *Detective agencies* | 92.94 |
| *Distributor* | 92.94 |
| *Diver* | 92.94 |
| *Doctors/physicians* | 92.94 |
| *Drafting* | 92.94 |
| *Dressmaking establishment and hemstitch sewing, including tailors and needlework* | 38.26 |
| *Drugstores* | 92.94 |
| *Dry cleaning, laundries, linen service* | 92.94 |

**E**

| | |
|---|---|
| *Entertainments, musicals, concerts or shows,* where not held in receipted theater or hall. | Apply to City Commission for permission and tax |
| *Equipment rental* | 93.27 |
| *Exhibits* | Apply to City Commission for permission and tax |
| *Exterminators,* termites or vermin, in addition to all other receipts | 92.94 |

**F**

| | |
|---|---|
| *Family day care centers:* | |
| 1—5 residents or day care | 92.94 |
| Each additional resident | 0 |
| *Finance companies,* any person who engages in a financing service or effecting the purchase or collection of deferred merchandise purchase agreements or notes | 92.94 |
| *Florists* | 92.94 |
| *Fuel oil dealer* | 92.94 |
| *Furniture, refurnish, reupholster* | 92.94 |

**G**

| | |
|---|---|
| *Game machines,* each machine to be paid by the owner or person in whose place of business the machine is operated, each machine, in addition to all other receipts | 3.80 |
| *Golf, miniature* | 92.94 |
| *Guns,* dealer in revolvers and pistols | 497.72 |

**H**

| | |
|---|---|
| *Halls for rent,* where admission is charged | 186.27 |
| *Health clubs, salons, spas* | 92.94 |
| *Hearing aids,* agent or dealer | 92.94 |
| *Home health care, nursing, aides* | 92.94 |
| *Home occupations* | 92.94 |

**I**

| | |
|---|---|
| *Ice retail stations,* each | 38.26 |
| *Insurance:* | |
| Agency | 92.94 |
| Branch offices | 92.94 |
| Claims | 92.94 |
| Company | 92.94 |
| Title | 186.27 |
| *Interior decorators* | 92.94 |
| *Investment counselors* | 92.94 |

**J**

| | |
|---|---|
| *Janitorial service* | 92.94 |

**L**

| | |
|---|---|
| *Laboratories,* analytical or dental | 92.94 |
| *Landscape gardener,* lawn service | 92.94 |
| *Launderettes or self-service laundries:* | |
| First 10 machines | 92.94 |
| Each additional machine | 5.07 |
| *Lawn service only* | |
| *Lawn and tree spraying* | 92.94 |
| *Lawyers, each* | 92.94 |
| *Lecturers and instructors* | 372.47 |
| *Locksmiths,* each | 92.94 |

**M**

| | |
|---|---|
| *Mail order establishment* | 92.94 |
| *Management consultant* | 92.94 |
| *Massage parlors* | 92.94 |
| *Mental healers,* not including members of Christian Science profession | 372.47 |

**M**

| | |
|---|---|
| *Merchant and merchandising:* | |
| Wholesalers | 92.94 |
| Merchants, demonstrators, exhibitors selling merchandise at exhibits or shows, 1 week only | 44.59 |
| Retail store | 92.94 |
| *Messenger or package delivery service* | 92.94 |
| *Motorcycles, motorbikes and motor scooters:* | |
| Motordrome sales | 186.27 |
| Rental only | 186.27 |
| Repair only | 92.94 |
| *Moving pictures,* or other theaters or permanent places of amusement | 92.94 |
| *Music studios* | 92.94 |

**N**

| | |
|---|---|
| *Newspapers and publications:* | |
| Daily | 935.30 |
| Other than daily, excepting religious educational, charitable, fraternal or veterans sponsored | 112.06 |
| *Nursery and service plants, etc.* | 92.94 |

**O**

| | |
|---|---|
| *Occult—Clairvoyant, fortunetelling, palm reading, crystal ball, and any of the mystic arts* | 497.72 |
| *Opticians/optometrists* | 92.94 |
| *Osteopaths* | 92.94 |

**P**

| | |
|---|---|
| *Patrols,* night patrolmen or private watchmen, each, on recommendation of the city commission | 92.94 |
| *Pawnbrokers* | 1,308.17 |
| *Pet shops and supplies* | 112.06 |
| *Photostat and blueprint shop* | 92.94 |
| *Photographers:* | |
| Each | 54.68 |

**P**

| | |
|---|---|
| Studio | 92.94 |
| *Piano tuners,* each. | 54.68 |
| *Professions:* | |
| Accountant, acupuncturist, appraisers, architect, attorney, auditor, chemist, chiropodist, chiropractor, counselors, consultants, dentists, designer (industrial and residential), draftsmen, electrologist, engineer (individual or firm), naprapath, naturopathy, homeopathic physician, oculist, optician, optometrist, osteopath, pharmacist, physical culturist or therapist, physician, physiotherapist, podiatrist, psychologist, stocks and bonds broker, surveyor (individual or firm), veterinary surgeon, and any other professions not listed | 92.94 |
| *Promoter* | 372.47 |
| *Property management* | 92.94 |
| *Psychologists* | 92.94 |
| *Public relations,* each individual or firm | 92.94 |

**R**

| | |
|---|---|
| *Real estate agency/office:* | |
| Broker | 92.94 |
| Sales representative if covered under broker | 0 |
| Sales representative if not covered under broker | 92.94 |
| *Registration of business tax receipts* | 12.91 |
| *Rental units:* | |
| 1 unit | 25.52 |
| 2—5 units, each | 6.34 |
| Each additional unit over 5 | 5.07 |
| Condo/hotel (each unit) | 25.52 |
| *Repair shops,* other than garage and machine, proprietor only | 92.94 |
| *Restaurants, bars, cafeterias, lounges or lunch rooms:* | |
| 1—25 persons, occupancy | 92.94 |
| Over 25 persons, occupancy (in addition to all other receipts) | 139.74 |

**S**

| | |
|---|---|
| *Schools,* private operated for profit: | |
| 1—10 students | 92.94 |
| 11—25 students | 131.25 |
| 26—50 students | 186.27 |
| Over 50 students | 280.74 |
| *Second (multiple) businesses* | 50 percent of regular receipt tax |
| *Secondhand store:* | |
| Dealer in clothing | 92.94 |
| Dealer in all other commodities | 92.94 |
| *Signs,* painters, firms, companies, association of persons or corporations engaged in business of sign painting | 92.94 |
| *Solicitation, telephone, etc.* | 92.94 |
| *Supermarkets* | 186.27 |
| *Surveyors* | 92.94 |
| *Swimming pools:* | |
| Construction of (see "contractor"). | |
| Sales and service | 92.94 |
| Maintenance only | 92.94 |

**T**

| | |
|---|---|
| *Tanning salon* | 92.94 |
| *Telephone and telegraph companies,* branch offices | 92.94 |

**U**

| | |
|---|---|
| *Unclassified:* | |
| Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person within the city for which no receipt fee has been set forth and not specifically designated in this schedule | 112.06 |
| *Undertakers or ambulance service* | 372.47 |

**V**

| | |
|---|---|
| *Vending machines, each* (this receipt shall be in addition to all other receipts) | 5.07 |
| *Veterinarians* | 92.94 |

**W**

| | |
|---|---|
| *Warehouses,* bonded or storage | 92.94 |
| *Weighing machines,* each, to be paid by the owner, or by the person in whose place of business the machine is located, in addition to all other receipts | 5.07 |

79773

# Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2026-06 was published in said newspaper by print in the issues of 03/04/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesica Bowling

Sworn to and subscribed before me this **03/04/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

DEIRDRE A. BONETT
Notary Public - State of FLORIDA
Commission # HH601171
My Commission Expires Jan. 04, 2029

LEGAL NOTICE

## THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

**ORDINANCE 2026-06**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE CITY-WIDE FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

This ordinance will be considered on second reading and public hearing on Monday, March 16, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

3/04/2026 jb

79773-1

**AGENDA ITEM NO. I.5**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Lisa-Marie Kennedy, Administration |
| **ITEM TYPE:** | For Consideration and Discussion |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Summer Camp Break Even Revenue and Expense Projections from Recreation Department (Commissioner Czyszczon) |
| **BACKGROUND:** | Commissioner Item. |
| **POLICY/PURPOSE:** | Commissioner Item. |
| **STRATEGIC PLAN RELEVANCE:** | Commissioner Item. |
| **ANALYSIS/DISCUSSION:** | Commissioner Item. |
| **FUNDING:** | Commissioner Item. |
| **MOTION:** | |

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**ATTACHMENTS:**

**AGENDA ITEM NO. I.6**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** March 16, 2026

**SUBMITTED BY:** Victor Ortiz, Finance

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** ITEMS OF BUSINESS

**SUBJECT:** First Reading of Ordinance 2026-09, Budget Amendment for Public Safety Design and Construction

**BACKGROUND:**

The City issued RFQ 26-008 to solicit qualified firms to provide Design-Build services for the development of a new Public Safety Facility. The agreement establishes the general terms under which the selected consultant provided architectural and engineering services through individual work authorizations for specific project phases. The estimated cost of this project is $8 Million, we are allocating 50% in Fiscal Year 2026. This cost is not guaranteed until the City obtain and agrees with a GMP (Guaranteed Maximum Price)

**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 $4,000000 for the expense of constructing a Public Safety Building.

**STRATEGIC PLAN RELEVANCE:**

This is a regulatory step related to a budget.

**ANALYSIS/DISCUSSION:**

Under the agreement, the consultant will perform services in accordance with applicable professional standards, laws, and regulations, while coordinating with City staff and other consultants as necessary. Each phase of work will be authorized through separate work authorizations defining

scope, schedule, and fees, allowing the City to maintain oversight, budget control, and flexibility as the project progresses.

**FUNDING:** .

**MOTION:**

I move to approve Ordinance No. 2026-09 at this first public hearing and to schedule it for a second reading at the April 7th, regular Commissioner's Board meeting.

---

**ATTACHMENTS:**
Budget Amendment 2026-09.xlsx
ORDINANCE_2025-09-Public Safety Building.docx

# BUDGET AMENDMENT

**DATE:** 2026-04-07

**FY** 2026

**TO:** City of Treasure Island City Manager

**Ord. #** 2026-09

**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 | 5210 | XXXX | Police - Public Safety Building | 'FY 2026 budget amendment, General Fund Expense | $ 2,000,000.00 |
| 001 | 5220 | XXXX | Fire - Public Safety Building | 'FY 2026 budget amendment, General Fund Expense | $ 1,000,000.00 |
| 001 | 5221 | XXXX | EMS - Public Safety Building | 'FY 2026 budget amendment, General Fund Expense | $ 1,000,000.00 |
| | | | **Total** | | **$ 4,000,000.00** |

**EXPLANATION:**

City of Treasure Island shall budget $8M for the new Public Safety Facility, which 4M is estimated to be spent in FY2026.

| | | DATE |
|---|---|---|
| **Chief Financial Officer:** | | |
| **City Manager:** | | |
| **Completed by Finance:** | | |

**ORDINANCE 2026-09**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $4,000,000 FOR EXPENSE OF CONSTRUCTION OF A PUBLIC SAFETY BUILDING 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 $4,000,000 for the expense of constructing a Public Safety Building.

**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 $4,000,000 in General Fund toward the expense of constructing a Public Safety Building.

**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 $4,000,000 in General Fund toward the expense of constructing a Public Safety Building.

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

| | | |
|---|---|---|
| <u>General Fund - Expenses</u> | | |
| Police / Public Safety Building | 001-5210-XXXX | $2,000,000 |
| Fire / Public Safety Building | 001-5220-XXXX | $1,000,000 |
| EMS / Public Safety Building | 001-5221-XXXX | $1,000,000 |

**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 16th day of March, 2026.**

**SECOND READING and PUBLIC HEARING on the 7th 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 _____, 2025 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

**AGENDA ITEM NO. I.7**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Ralf Brookes, 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 resolution was brought to the City Commission on March 3, 2026, where additional revisions were requested.<br><br>The attached Resolution and Rules of Procedure have been updated to reflect the feedback received and 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. |

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**ATTACHMENTS:**
Resolution 2026-02 Amending Rules of Procedure.docx
CITY COMMISSION RULES OF PROCEDURE_ Resolution 2026-02 Commission Revisions from 3 3 26 for 3 16 2026 up to 2 items.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 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 **up to two (2) items** be placed on a future workshop, regular or special meeting agenda provided that it is provided to the city clerk prior to publication of the agenda. 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

(a) The City Manager may remove staff items from an agenda. The mayor for an agenda item proposed by the mayor may individually remove an agenda item that they individually, originally proposed. The 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.

(b) 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 or changes to the Meeting 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) Approval or changes to the Workshop Agenda.

d) Workshop Discussion Items

e) Public Comment on Discussion Items.

f) Commissioner Items

g) 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. 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. I.8**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Lisa-Marie Kennedy, Administration |
| **ITEM TYPE:** | For Consideration and Discussion |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Results City Manager Performance Review by Commissioners (Commissioner Czyszczon) |
| **BACKGROUND:** | Commissioner Item. |
| **POLICY/PURPOSE:** | Commissioner Item. |
| **STRATEGIC PLAN RELEVANCE:** | Commissioner Item. |
| **ANALYSIS/DISCUSSION:** | Commissioner Item. |
| **FUNDING:** | Commissioner Item. |
| **MOTION:** | |

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**ATTACHMENTS:**

**AGENDA ITEM NO. I.9**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** March 16, 2026

**SUBMITTED BY:** Cathy Hayduke, Parks & Recreation

**ITEM TYPE:** For Consideration and Discussion

**AGENDA SECTION:** ITEMS OF BUSINESS

**SUBJECT:** Purchase of Shade Structure for Rosselli Park Playground (Vice Mayor Vasquez)

**BACKGROUND:** Rosselli Park is the City's ADA accessible playground. Shade was provided by a large mature bottle brush tree that was destroyed by hurricane Helene and Milton. The tree was removed leaving a majority of the playground unshaded. Currently, there are two standalone sting ray shade structures that provide partial shade on the east side of the playground. This item was brought to the Commission for discussion and consideration at the December 2, 2025, meeting and then again at the January 5, 2026, meeting as a Budget Amendment, which did not pass.

Isle of Palms playground is shaded naturally by two mature oak trees. However, a retrofitted shade canopy was added to the swing set. The playground and shade canopy was installed by Project Innovations.

The Beach Pavilion has a shade structure that completely covers the play structure. This playground and shade structure was installed in December 2025 by Project Innovations.

Treasure Bay has two standalone shade structures over the pirate ship, and retrofitted shade canopies over the smaller play structure and swing set. The playground was installed by Miracle; however, the shade structures were added a few years after the installation of the playground. by Project Innovations.

**POLICY/PURPOSE:** Commission approval is required to move forward with the purchase of a shade structure for the Rosselli Park playground

**STRATEGIC PLAN RELEVANCE:** Rebuild, Restore, Redevelop
Local Lifestyle Attracts Visitors

**ANALYSIS/DISCUSSION:** Attached are the playground design and site plan, along with three quotes for shade structure options from Project Innovations. Due to the design and height of the playground equipment, Project Innovations is unable to attach shade structures directly to the equipment. The only viable option is to shade all or a portion of the play area itself.

As a possible alternative to the traditional shade structures, Commissioner Vasquez, Bobbie Shay Lee and I met with Carolina Benz, Advanced Green Technologies and James Wolf, Advanced Roofing to discuss a solar covering option. After weeks of providing Duke Energy invoices outlining consumption and meetings with their staff, Advanced Green Technologies does not find the project to be viable due to our low monthly consumption use, see attached email.

Therefore, the shade structure options are summarized below:

**Option 1: Mega Span Shade, photo attached of City of Gulfport's mega span shade.**

- Covers entire play area (approx. 50’ x 60’)
- Cost: $137,180 (plus additional cost below)
- Additional estimated $28,400 to remove existing sting ray shades and relocate to the swing area (some of this work may be completed in-house to reduce costs). Also, there is money in FY26 to shade the stand-alone swing set in the amount of $14,000 in account 001-5723-52900, which could be used towards the $28,400 as the sting ray shades would be relocated to shade the stand-alone swing.

**Option 2: Additional Sting Ray Shade Structures**

- Two existing structures plus up to six additional units placed around the perimeter
- Cost: $177,572
- Least effective in overall shade coverage

**Option 3: Shade Sails (Original Quote)**

- Covers entire play area
- Cost: $184,626

**FUNDING:**

Pending approval of this item, a budget amendment in the amount of $151,580 will be presented for approval at a future commission meeting. The Budget Amendment reflects the deduction of the cost allocated specifically for the swing-set shade canopy.

The cost of the Mega Span Shade is $137,180 plus an additional $28,400 to remove the two existing sting ray shade structures and relocate to the stand-alone swing area. Total cost of the shade structure is $165,580.

Funds in the amount of $14,000 are budgeted in account 001-5723-52900 to retrofit a shade canopy over the standalone swing set, which would be replaced by the sting ray shade structures.

Staff will work with Project Innovations to confirm if some of the work to relocate the sting ray structures can be completed in-house to reduce the additional costs.

**MOTION:**

Move to approve the City Manager to move forward with the contract presented by Project Innovations and Spending Authority in the amount of $165,580 to Project Innovations for the installation of the Mega Span Shade Structure and the relocation of the sting ray shade structures for the Rosselli Park playground and stand-alone swing area.

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**ATTACHMENTS:**
26-0041-MR -PROJECT INNOVATIONS- Fully Executed Contract.pdf
Solicitation 260041 Park and Playground Equipment.pdf
Advanced Green Technologies Email.pdf
Mega San Shade Rosselli.pdf
Rosselli Shades Additional Labor .pdf
Sting Ray Rosselli Shades.pdf
Gulfport Mega Shade.jpg
Rosselli Shade Package Sunshade.pdf

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

**CONTRACT OF AWARD AGREEMENT, SDMC No.** 26-0041-MR

**THIS AGREEMENT** is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and PROJECT INNOVATIONS INC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

**BID TITLE,** PARK AND PLAYGROUND EQUIPMENT **SDMC No.** 26-0041-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from SEPTEMBER 1, 2025 through AUGUST 31, 2030. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.**

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1561948

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, 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 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, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract 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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

| | |
|---|---|
| **If to Contractor:** | 712 WESLEY AV BLD A, TARPON SPRINGS, FL 34689 |
| **If mailed to District:** | The School District of Manatee County, Attn: Purchasing Department, PO BOX 9069, Bradenton, FL 34206 |
| **If hand-delivered to District:** | The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205 |

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

| **REPRESENTATIVES:** The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party. | |
|---|---|
| PROJECT INNOVATIONS INC<br>CONTRACTOR/COMPANY NAME | 712 WESLEY AV BLD A, TARPON SPRINGS, FL 34689<br>ADDRESS |
| PHONE 727-460-8449 | EMAIL PROJECTINNOVATIONSFLORIDA.COM |
| TYPE OR PRINT NAME WAYNE ARMAND | TITLE PRESIDENT |
| | |
| THE SCHOOL DISTRICT OF MANATEE COUNTY | 215 MANATEE AVE. WEST, BRADENTON, FL 34205<br>ADDRESS |
| PHONE 941-708-8770 X41129 | EMAIL RYAN@MANATEESCHOOLS.NET |
| TYPE OR PRINT NAME MELODY RYAN | TITLE CAPITAL BUYER |

**SIGNATURES:**

| | | | |
|---|---|---|---|
| e4cb5975-c91f-4a8c-b6ec-eec12cb358bd Digitally signed by e4cb5975-c91f-4a8c-b6ec-eec12cb358bd Date: 2025.06.25 08:48:50 -04'00' | 6/25/2025 | Joseph A. Ranaldi Joseph A. Ranaldi (Jul 21, 2025 16:49 EDT) | |
| Contractor | Date | Deputy Superintendent (up to $49.999.99) | Date |
| | | Kevin Chapman (Jul 23, 2025 23:08:20 GMT+2) | |
| School Principal | Date | Superintendent (no greater than $99,999.99) | Date |
| Kevin Pendley (Jul 17, 2025 14:13 EDT) | | | |
| General Counsel<br>Approved as to Form and Legal Content | Date | Board Chair (over $100,000.00) | Date |

**EXHIBIT C**

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: PROJECT INNOVATIONS INC

TELEPHONE NUMBER: 727-460-8449

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

| Last Name, First Name | Contractor/JLA Badge Expiration | Fingerprint Appt Date/Time |
|---|---|---|
| PERK, JOEY | 4/29/2026 | |
| Kramer, Ronald | 2/21/2027 | |
| Kramer, Quentin | 9/2/2029 | |
| Gauthier, Talon | 9/12/2029 | |
| Cremasco, River | 9/11/2025 | |
| Donton, Jason | 9/15/2027 | |
| Priest, Noah | 9/15/2027 | |
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Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

**JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE**

**EXHIBIT D**

**Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)**

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**This content is from the eCFR and is authoritative but unofficial.**

**Title 2 —Grants and Agreements**

**Subtitle A —Office of Management and Budget Guidance for Grants and Agreements**
**Chapter II —Office of Management and Budget Guidance**
**Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**
**Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.**
**Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.**
**Authority: 31 U.S.C. 503**
**Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.**
**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

*A.* Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*B.* All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

*C.* Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

*D.* Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

*E.* Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*F.* Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*G.* Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

*H.* Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*I.* Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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 must 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 non-Federal award.

*J.* 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*K.* 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

*L.* 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

# EXHIBIT E

## Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: PROJECT INNOVATIONS INC

Address: 712 WESLEY AV BLD A, TARPON SPRINGS, FL 34689

Phone Number: 727-460-8449

Authorized Representative's Name: WAYNE ARMAND

Authorized Representative's Title: PRESIDENT

Email Address: PROJECTINNOVATIONSFLORIDA.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use 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;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

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Digitally signed by e4cb5975-c91f-4a8c-b6ec-eec12cb358bd
Date: 2025.06.25 08:55:10 -04'00'

Signature of Authorized Representative

6/25/2025

Date

| | | |
|---|---|---|
| **SUBMIT TO:**<br>All Bids must be submitted via VendorLink--www.myvendorlink.com at the specified date and time below.<br>*It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.* | *The School District of Manatee County*<br>***INVITATION TO BID***<br>PURCHASING DEPARTMENT<br>215 Manatee Avenue West<br>Bradenton, Florida 34205 | |
| **CONTACT PERSON: Melody Ryan** | | |
| TELEPHONE #: 941-708-8770 ext 41129 | **DATE ISSUED: May 16, 2025** | |
| EMAIL ADDRESS: ryan@manateeschools,net | | |
| **TITLE:**<br>**PARK AND PLAYGROUND EQUIPMENT** | **NUMBER:**<br>**26-0041-MR** | **SUBMITTAL DEADLINE:**<br>**JUNE 11, 2025, 3:00 PM** |
| **PRE-PROPOSAL CONFERENCE - N/A** | | *SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED* |
| **REQUEST FOR INFORMATION DEADLINE: June 2, 2025** | | |
| **This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.** | | |
| LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB").<br>**LEGAL COMPANY NAME:** | **Florida Division of Corporation Document Number** (www.sunbiz.org):<br><br>**CONTRACTOR E-VERIFY NUMBER:** | |
| MAILING ADDRESS: | I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.<br>_____<br>Authorized Signature | |
| CITY – STATE – ZIP: | | |
| TELEPHONE NO: | | |
| FAX NO: | _____<br>Typed Name | |
| FEI/EIN Number: | | |
| Email Address: | _____<br>Title Date | |

## BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Contractor Affidavit Regarding the Use of Coercion for Labor and Services
- ☐ FACTORY/MANUFACTURER CERTIFICATION

## SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for the supply and installation of various park and playground equipment, including but not limited to: swing sets, shade structures, park, site furnishings (park benches, outdoor trash receptacles, outdoor picnic tables, etc.) and surfacing materials.

This bid applies to materials offered at a fixed discount from the manufacturer's and/or bidder's current catalog price list(s) and installation services based on a firm, fixed percentage markup of the equipment cost. While price lists may change, the discount percentage shall remain unchanged for the contract duration.

Minor repairs shall be invoiced at an hourly repair rate, plus a fixed percentage markup for materials.

**Contract Value: Contract Value:** No guarantee is given or implied as to the total dollar value of this bid.

Specifications and the quality standards of service set forth in this bid.

## SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **September 1, 2025 through August 31, 2030**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

## SECTION 3. SPECIFICATIONS

**Playground Equipment and Installation Requirements:**

1) General Compliance: All public-use playground equipment must adhere to the latest standards established by ASTM F1487, the Consumer Product Safety Commission (CPSC), and the Americans with Disabilities Act (ADA) Accessibility Guidelines.

2) Specific Equipment Standards: Each piece of playground equipment must meet detailed design requirements outlined in bid specifications, in addition to general safety and accessibility standards

3) Additional Safety Requirements: For elements not explicitly covered in the guidelines above, compliance with prevailing safety standards is required. This includes adherence to the *Handbook for Public Playground Safety* by the U.S. Consumer Product Safety Commission and regulations specified by the Florida Recreation and Parks Association. All installations must meet the current ASTM Playground Safety Standards for Public Use and comply with state, federal, and local safety regulations.

4) Final Inspection: Upon installation completion, a Certified National Playground Safety Inspector and a designated School District of Manatee County Representative will conduct a final inspection before the playground is approved for use.

<u>COMPLIANCE & CERTIFICATIONS:</u>

All bidders must provide WRITTEN FACTORY/MANUFACTURER CERTIFICATION verifying they are authorized and certified to install and repair playground equipment in accordance with the manufacturer's specifications.

Failure to provide this certification may result in bid rejection.

A Certified National Playground Safety Inspector (NPSI) must be present during all installations and repairs.

<u>FINAL INSPECTION & CERTIFICATION:</u>

The installation contractor must coordinate the final inspection with the Project Manager, Supervisor of Grounds Maintenance, and Principal at each school site.

Upon installation completion, the contractor shall submit the following to the Supervisor of Grounds Maintenance:

1. Blueprints, specifications, manufacturer instructions, parts list, and other documentation as required by the School Districts Grounds Maintenance Department.
2. Certification of proper installation from the Manufacturer/Contractor, ensuring compliance with ASTM F1487 and CPSC guidelines.
3. A sign-off letter from the contractor, detailing the final inspection date, issues found (if any), and completed repairs.

CATALOG:
Each bidder shall submit electronic catalog(s) or website links for the manufacturer's products. Printed copies may be provided upon request.

Additional manufacturers may be added semi-annually at the discretion of the Purchasing Department.

DELIVERY AND FREIGHT REQUIREMENTS
1. FOB Destination: All prices bid shall be FOB destination to School District of Manatee County locations, as specified at the time of order placement. If shipping costs are separately charged, they must be firm and calculated based on the total carton weight.
2. Contractor Responsibilities: The successful bidder/contractor must provide all necessary labor, materials, and equipment for off-loading and placement of items at all designated delivery locations, following quoted specifications. No assistance from School District personnel is permitted, except for deliveries to the School District Warehouse.
3. Delivery Notification: All freight carriers must provide a minimum of 48 hours advance notification before delivery.
4. Freight Charges and Documentation: Freight charges for the above requirements must be prepaid by the contractor and itemized in the invoice. Complete documentation of all charges must accompany the invoice for payment.
5. Title and Claims: Title to all ordered items remains with the vendor until received and officially accepted by the School District of Manatee County. Vendors are responsible for filing all claims regarding damages, shortages, or discrepancies.

REPAIRS:
Hourly Rates: Repairs for park and playground equipment shall be invoiced based on hourly rates provided in the bid specifications.

Certified Repairs: All repairs must be performed by an active Certified National Playground Safety Inspector, approved and certified by the manufacturer to repair specific brands of equipment.

Component Parts: Replacement parts shall be bid on an as-needed basis to ensure proper maintenance and functionality. **A maximum of 15% mark-up will be allowed**. A mark-up on sales tax will not be allowed.

SUBCONTRACTORS:
Identification of Subcontractors: If a subcontractor will be utilized, the bidder must provide the company name in accordance with bid specifications.

Addition of Subcontractors: Additional subcontractors may be included upon written request from the bidder, subject to approval at the discretion of the Purchasing Department.

Subcontracted services for repairs and installations are to be billed at net cost. **A maximum of 10% mark-up will be allowed**. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy

of the Subcontractor's invoice will be submitted with the Contractor's invoice.

**RENTAL EQUIPMENT:**

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

WARRANTY:

Guarantee Period: The contractor/installer shall guarantee that the entire installed system is free from defects in workmanship and materials for a minimum period of three years from the date of accepted installation.

Repair and Replacement: During the warranty period, the contractor and/or installer shall repair or replace any identified defects or malfunctions at no cost to the School District.

Manufacturer's Warranty Transfer: Any manufacturer's warranty that extends beyond the contract period for contractor/installer-furnished equipment shall be fully transferred to the School District.

PRODUCT DEFECT AND SAFETY CODE VIOLATION NOTIFICATION:

The manufacturer must immediately notify the School District of Manatee County in writing of any product defects or safety code violations discovered after equipment installation on School District property under this contract.

All notifications must be sent via certified mail to:
School District of Manatee County Attn: Bill Kelly, Risk Manager 215 Manatee Avenue West
Bradenton, Florida 34205

**LOCATION:**

School addresses can be located on the purchasing website:
**www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf**

**PRICING and WARRANTY:**

**NOTE:** SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

| | | |
|---|---|---|
| **1. PLAYGROUND EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount. | | |
| **Catalog Name** | **Catalog number/year** | **Percentage Discount Off of Catalog** |
| | | |
| | | |
| | | |
| | | |
| | | |
| **2. SITE EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount. | | |
| **Catalog Name** | **Catalog number/year** | **Percentage Discount Off of Catalog** |
| | | |
| | | |
| | | |
| | | |
| | | |
| **3. SHADE STRUCTURE** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount. | | |
| **Catalog Name** | **Catalog number/year** | **Percentage Discount Off of Catalog** |
| | | |
| | | |
| | | |
| | | |
| | | |

**4. SURFACING MATERIALS** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

| **Catalog Name** | **Catalog number/year** | **Percentage Discount Off of Catalog** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**5. INSTALLATION** To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added).

| INSTALLER or SUBCONTRACTOR COMPANY NAME | **Percentage Mark up of equipment cost** |
|---|---|
| | |
| | |
| | |
| | |
| | |

**The bidder proposes and agrees to provide all labor, materials, supervision, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:**

| | |
|---|---|
| **6.** Repair Technician- standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.), hourly rate | **$** |
| **7.** Repair Technician- non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday), hourly rate | **$** |

**MATERIALS**-Component Parts: Replacement OR repair parts

| | |
|---|---|
| **8.** Percentage mark-up of repair materials.<br><br>Where applicable, A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC. Note: All invoices shall be billed on a markup basis except during a declared disaster (no mark-up permitted). | _____<br>% mark-up<br><br>**Maximum 15% Markup** |

| **RENTAL OF EQUIPMENT** | |
|---|---|
| On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course services and only used with prior written approval from the School District of Manatee County representative. Rental is for active use of equipment. Payment for inactive use will not be allowed. | |
| **9.** Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of electrical services. A MAXIMUM OF 10% MARKUP of cost of rental equipment will be allowed | _____ % mark-up **Maximum 10% Markup** |

*If additional space is needed, copy form as needed.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

**NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.**

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

## CONTRACTORS RESPONSIBILITIES

The Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of Contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while Contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The Contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The Contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The Contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the Contractor.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the Contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The Contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The Contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The Contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

**The Contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County**.

The Contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The Contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The Contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The Contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

## SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii)Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.

ii. Enable printing on files submitted.

iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.

iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:

a. Business Name;

b. Complete Business Address;

c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.

    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.

    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions

apply:

1.2.1. Vendor employees will be on school grounds when students are present;

1.2.2. Vendor employees will have direct contact with students; or

1.2.3. Vendor employees will have access to or control of school funds.

8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

## SECTION 5. KEY EVENTS & DATES

## KEY EVENTS & DATES

| | |
|---|---|
| May 16, 2025 | Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website. |
| June 2, 2025 | Questions/Clarifications due |
| June 3, 2025 | Addenda posted to the e-procurement service website (www.myvendorlink.com). |
| June 11, 2025 | Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/ |
| *June 23, 2025 | The **evaluation meeting (if required)** will be held virtual via "Teams". Additional information will be posted if an evaluation meeting is needed. |
| *On or About June 30, 2025 | Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com). |
| *July 22, 2025 | School Board Award of Bid |

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

# SECTION 6. GENERAL TERMS AND CONDITIONS

ASSIGNMENT:
Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

GENERAL BIDDER'S INFORMATION: Interested vendors are advised that the School District of Manatee County (District) will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

No price escalations (increases) will be permitted during the initial term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The District reserves the right to require a decrease based on industry pricing indicators (PPI and CPI) Contractors may request a price increase at renewal, if any. Price increase requests must be based on the Producer Price Index (PPI) Table Containing PPI-U All Items Indexes and Annual Percent Changes, http://data.bls.gov index for related commodity, final demand, seasonally adjusted, and may not exceed 4 percent.

The price increase request must be submitted 30 days before the expiration of the Contract, to the Contract Administrator, in writing and substantiated by a copy of the appropriate (meaning specific to that Contractor's commodity code) PPI index.

PURCHASE TERMS AND CONDITIONS: This bid, and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

MINOR IRREGULARITIES/RIGHT TO REJECT: The District reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the District determines that doing so shall serve the Districts' best interests. The District may reject any response not submitted in the manner specified by the solicitation documents.

CLARIFICATIONS OR REVISIONS: The District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or

2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF BIDS: Bidders shall submit via Vendorlink any questions regarding this bid. Only questions submitted electronically through Vendorlink will be answered and/or included in an addendum. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS: From time to time, addenda's may be issued to this bid. Any such addenda will be posted on (www.myvendorlink.com). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statute 286.011 and noticed on the District Web Site (www.manateeschools.net) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statute 286.011. See Key Events and Dates page contained herein.

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

PUBLIC RECORDS: Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when the District receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below. A Vendor's response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Vendor's response (including, without limitation, technical and price information) will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to the District's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The response, upon submission shall be the property of the District (except those parts asserted to be exempt in the manner set forth below), and the District, in its sole discretion, shall have the right to use, reproduce, and disseminate the response. The District reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to the District which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the response or other document in which the content is set forth.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**Public Records Custodian, Communications/Public Records Associate,**
**215 Manatee Avenue W.**
**(941) 708-8770**
**Bradenton, Florida, 34205**
**publicrecords@manateeschools.net**

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit our website www.myvendorlink.com.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared nonresponsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third-party payment, i.e. Pay pal will be considered.

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

PREVIOUS PERFORMANCE: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID TABULATIONS: After approval by the School Board of Manatee County, bid tabulations will be available for review on the e-procurement service website (www.myvendorlink.com).

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to

Award will be posted on the e-procurement service website(www.myvendorlink.com).The recommendation for award is not official until this notice is posted.

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation.

NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com). A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after

completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its sub-contractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

PUBLIC ENTITY CRIMES CERTIFICATE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

NONCOMPLIANCE WITH CONTRACT: It is expected that the delivery and/or completion dates as annotated on this bid will be firm dates. Any deviation from the contracted completion date must be approved in writing by the Purchasing Office of the School District of Manatee County. Failure to complete the contract within the time agreement or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Termination for cause includes terminations under 287.135, F.S.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and

expenses for which compensation is sought. A copy of all applicable materials, rental, or sub-contractor invoices must be included with the invoicing to SDMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

**PAYMENT TERMS:** SDMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

UNITS OF MEASURE AND LOT SIZES: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, bidders must indicate the units of measure they are able to supply.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or

fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT: as amended (40 U.S.C. 3141–3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

"STEVENS AMENDMENT" (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website (www.manateeschools.net) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

SHOP DRAWINGS: Shop drawings are required from the successful bidder(s) and approval from the School District of Manatee County prior to starting installation unless waived by the School District of Manatee County.

SAMPLES: The School District of Manatee County reserves the right to request samples to be submitted at a later date for evaluation purposes, even though not specifically called for in the original specifications. Upon such request, samples shall be provided at no expense to the School District.

Samples not destroyed in testing will be available for return to all vendors upon notification by the Purchasing Department. Samples will be returned at no expense to the School District. Samples for which no return authorization has been received after thirty (30) days of notification shall be considered donations to the School District by the vendor.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

BRANDS: Bidders shall indicate for each item bid, the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand, unless the term "No Equivalent will be accepted" or "Only" appears on the Form of Proposal. However, if the item bid varies from the one described descriptive literature in the form of catalogs or brochures which illustrate the product sufficiently for evaluation must accompany the submitted bid for consideration. Bids received without this information or with insufficient information, as determined by the Evaluation Committee, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

QUALIFIED PRODUCTS LIST (QPL): The product(s) listed herein is the only product(s) for which bids will be accepted. Bids submitted for any other product(s) will not be considered. Vendors who wish to have their products added to the QPL for future bids must, at their own expense, have the appropriate tests performed and submit acceptable results to the Purchasing Department. Contact the Purchasing Department for specific instructions.

TESTING: If, after delivery of the products by the successful bidder, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

DEBARMENT AND SUSPENSION: (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts

that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

ANTI-DISCRIMINATION: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

MINORITY, SMALL, AND WOMEN OWNED BUSINESS: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT: (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

BYRD ANTI-LOBBYING AMENDMENT: (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS: 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will

retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

*APPENDIX A*

**BIDDER ACKNOWLEDGEMENT**

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Company Name: _____

Print Name: _____

Signature: _____ Date: _____

*APPENDIX B*

## BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: ____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

## *REFERENCES*

***Reference # 1***

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

***Reference # 2***

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

***Reference # 3***

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

**The School District of Manatee County is authorized to check your company's previous performance and contact references**.

_____

Authorizing Signature (Respondent)

*APPENDIX C*

# BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

**Legal Opinion Regarding State Bidding Preferences**

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

**Legal Opinion Regarding Political Subdivision Preference**

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

*APPENDIX D*

## BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

**1.** Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.

_____

_____

_____

_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.

_____

_____

_____

_____

_____

_____

**Company Name**

_____

**Corporate Name of Bidder (Typed)**

_____ _____

**Authorized Representative's Signature** **Date**

*APPENDIX E*

## DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed employees about the dangers of drug abuse in the workplace, the business'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) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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.

5) Imposed a sanction on or required 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.

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.**

_____

**Company Name**

_____

**Signature of Contractor's Authorized Official**

_____

**Name and Title (Printed)**

_____

**Date**

*APPENDIX F*

**FEDERAL DEBARMENT CERTIFICATION**
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**
**INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

**** **BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE** ****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

**Company Name**

_____

**Signature of Contractor's Authorized Official**

_____

**Name and Title of Contractor's Authorized Official**

_____

**Date**

Form AD-1048 (1/92)

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

*APPENDIX G*

**SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

**Company Name**

_____

**Signature of Contractor’s Authorized Official**

_____

**Name and Title of Contractor’s Authorized Official**

_____

**Date**

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

## *APPENDIX H*

**BYRD ANTI-LOBBYING AMENDMENT,**
**31 U.S.C. § 1352 (as amended)**
**CERTIFICATION**

Contractors who apply or bid for an award of $100,000 or more 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."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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.

2. 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 Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
**Company Name**

_____
**Signature of Contractor's Authorized Official**

_____
**Name and Title of Contractor's Authorized Official**

*APPENDIX I*

## Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

**CONTRACTOR E-VERIFY NUMBER: _____**

_____

**Company Name**

_____

**Signature of Contractor's Authorized Official**

_____ _____

**Name and Title of Contractor's Authorized Official** **Date**

*APPENDIX J*

## Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use 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;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

*APPENDIX K*

## ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

Outlook

# FW: TREASURE ISLAND ROSELLI PARK PLAYGROUND SOLAR STAND / SHADE STRUCTURE - Request: 2025 Duke Energy Bills

**From** Matt Jeffries <MattJ@agt.com>

**Date** Wed 3/4/2026 9:00 AM

**To** Hayduke, Cathy <chayduke@mytreasureisland.org>

**Cc** Carolina Baez <CarolinaB@advancedroofing.com>

1 attachment (3 MB)

DUKE ROSELLI.pdf;

**This Message Is From an External Sender**

This message came from outside your organization.

Good morning Cathy,

I just left you a voicemail but figured I'd send an email as well. We reviewed the bills provided and are now questioning the viability of this solar project. These bills are very small averaging around $200 / month. Even if we offset all of the consumption costs with solar we would save you a little over $2,000 / year.

In comparison, to build a fully functional hurricane resistant solar structure on this site the cost would exceed $300,000. This means your simple payback would be ~ 150 years. Are there any larger bills in this park or in a nearby building that is owned by Treasure Island that we could interconnect the solar to instead? If not, this project may be unviable.

Let me know your thoughts on next steps, if you see any. Carolina is going to send you some information on some drop in place park benches that we thought you might have interest in.

Call me anytime with any questions.

Thanks,


# Matt Jeffries

*Director of Sales & Strategic Accounts*
**Advanced Green Technologies**
m: 954-218-6004
#: CVC56792
e: MattJ@agt.com
w: www.agt.com
a: 1950 NW 22nd St, Ft. Lauderdale, FL 33311


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**From:** Hayduke, Cathy <chayduke@mytreasureisland.org>
**Sent:** Tuesday, March 3, 2026 8:36 AM
**To:** Konstantinos Kechagias <KonstantinosK@agt.com>
**Cc:** Clint Sockman <clints@agt.com>; Matt Jeffries <MattJ@agt.com>
**Subject:** Re: TREASURE ISLAND ROSELLI PARK PLAYGROUND SOLAR STAND / SHADE STRUCTURE - Request: 2025 Duke Energy Bills

**CAUTION: This email originated from outside the company. Do not respond, click on links or open attachments unless you verify that the sender and the contents are safe.**

Here you go...

Cathy Hayduke, CPM
Parks and Recreation Director
10451 Gulf Boulevard

Treasure Island, FL 33706
(727)547-4575, ext 237
chayduke@mytreasureisland.org

*All government correspondence is subject to the public records law.*

**How are we doing? Let us know!**

---

**From:** Konstantinos Kechagias <KonstantinosK@agt.com>
**Sent:** Wednesday, February 25, 2026 4:21 PM
**To:** Hayduke, Cathy <chayduke@mytreasureisland.org>
**Cc:** Clint Sockman <clints@agt.com>; Matt Jeffries <MattJ@agt.com>
**Subject:** TREASURE ISLAND ROSELLI PARK PLAYGROUND SOLAR STAND / SHADE STRUCTURE - Request: 2025 Duke Energy Bills

Hi Cathy, Thank you very much for your time and the information you shared with us. We are moving into the design and calculation phase now and, as we discussed, look forward to receiving the 2025 bills. Having that data will ensure our consumption

Hi Cathy,

Thank you very much for your time and the information you shared with us.

We are moving into the design and calculation phase now and, as we discussed, look forward to receiving the 2025 bills. Having that data will ensure our consumption estimates and financial projections are as accurate as possible.

Kind regards,


## Konstantinos Kechagias

*Solar Estimator*

**Advanced Green Technologies**

o: 954-258-0117

e: KonstantinosK@agt.com

w: www.agt.com

a: 1950 NW 22nd St, Ft. Lauderdale, FL 33311





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# Project Innovations Inc


## *712 Wesley Ave Building A*

### *Tarpon Springs FL 34689*

### *727-460-8449*


**Date:** February 16, 2026

**Bill To:**

City of Treasure Island

10451 Gulf Blvd

Treasure Island FL 33706

**Ship To:**

Rosselli Park

2nd Street

Treasure Island FL 33706


ProjectInnovationsFlorida@gmail.com


| | | | | | |
|---|---|---|---|---|---|
| **Contact #1:** | Cathy Hayduke | **Phone:** | | | |
| **Contact #2:** | | **Mobile:** | | **Email:** | |

| Qty. | Item # | Description/Colors/Mounting/Etc… | MSRP | 4% Disc | Total |
|---|---|---|---|---|---|
| | | | | | |
| 1 | HR-50-60 | 50' X 60' Hip Roof 4 Post Mega Span | $ 82,500.00 | $ (3,300.00) | $ 79,200.00 |
| | | 14' Eave Steel Colums 10'' OD | | | |
| | | Powder Coated w/ Commercial 95 Fabric | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 1 | Shade Install | Shade & Post Spread Footer Install | $ 53,625.00 | $ (2,145.00) | $ 51,480.00 |
| | | Includes Repairs to Turf | | | |
| 1 | PERMIT | Permits waived by City | | | |
| 1 | ENG | Engineered Drawings Calcs | $ 2,500.00 | | $ 2,500.00 |
| 1 | FHT | Designated Freight | $ 4,000.00 | | $ 4,000.00 |

| PARK&PLAYGROUND EQUIPMENT SDMC. 26-0041-MR | REFERENCE # |
|---|---|
| Expires 31st August 2030 | |

**Sub Total** $137,180.00

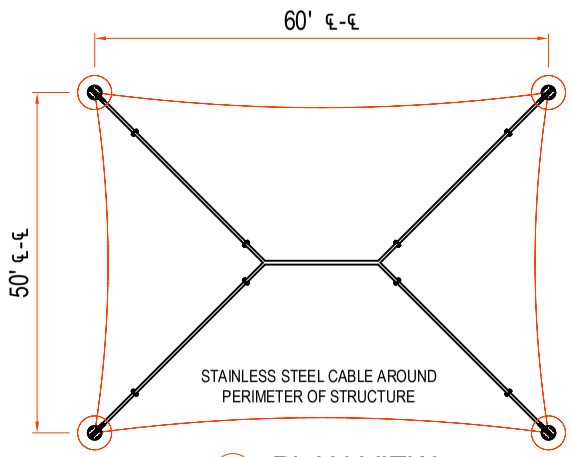
**Order Approved By (signature):** _____

**Date:**_____

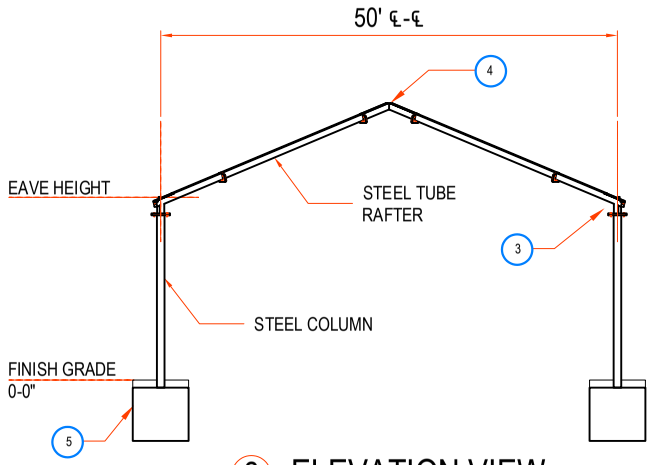
**Total** $137,180.00

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling 811. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

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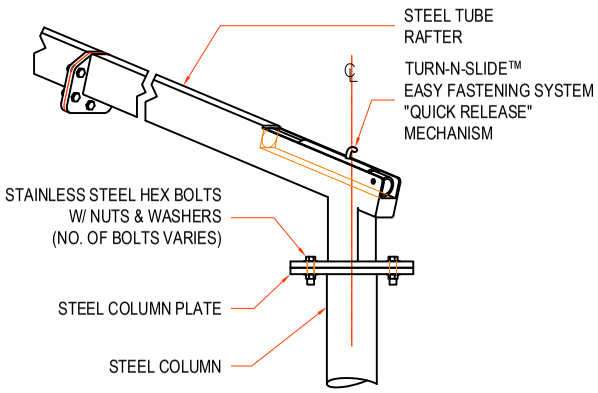

## 1 PLAN VIEW



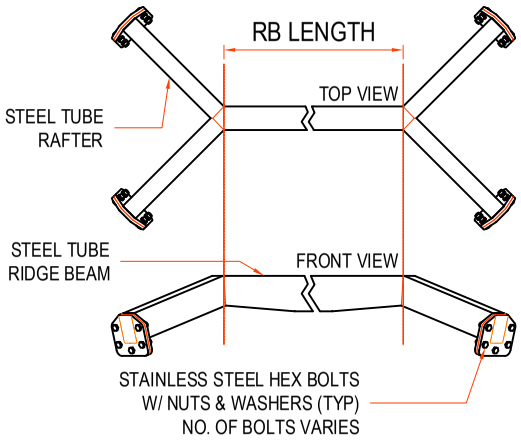

## 2 ELEVATION VIEW

ALL WELDS TO BE 3/16" FULL PERIMETER FILLET UNLESS NOTED OTHERWISE

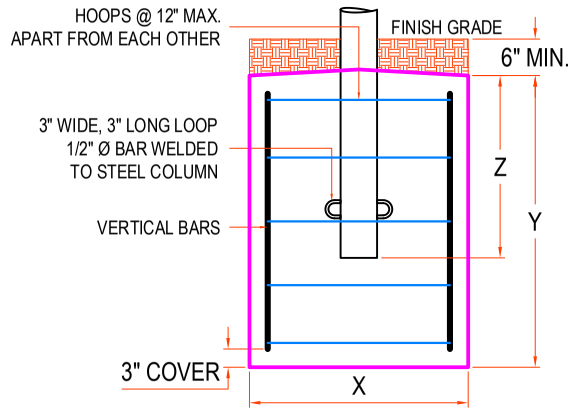
ALL CONNECTION COMPONENTS ARE FACTORY WELDED




## 3 RAFTER-COLUMN DETAIL



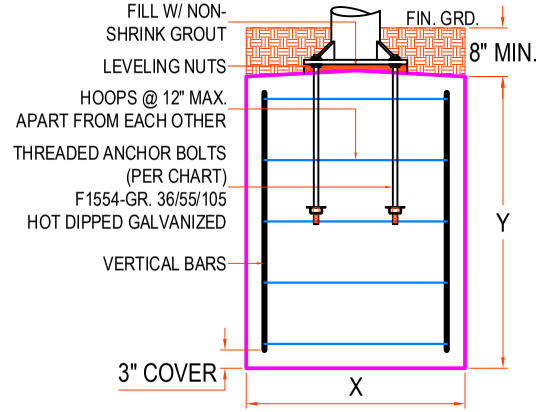

## 4 RIDGE BEAM DETAIL




## 5 STANDARD FOOTING DETAIL

IN-GROUND BURY

NOTE: HOOPS & REBARS NOT SUPPLIED BY FACTORY




## 6 ALTERNATIVE FOOTING DETAIL

PIER MOUNT

NOTE: GROUT, HOOPS, REBARS & ANCHOR BOLTS NOT SUPPLIED BY FACTORY

NOTES:

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PROJECT INNOVATIONS INC

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EMAIL: JEREMY@SHADESYSTEMSINC.COM

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Model Name:
RECTANGULAR MEGA SPAN PRO SHADES SYSTEMS STRUCTURE

Model Number:
R5060--

## 8'-0" EAVE HEIGHT

COLUMN SIZE = 8" DIA.

| STANDARD FOOTER | | | | | | | | SPREAD FOOTER | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| INGROUND | | | | PIER MOUNT | | | | INGROUND | | | PIER MOUNT | | | | |
| X | Y | Z | NO. OF VERTICAL BARS | X | Y | ANCHOR BOLT SIZE/ LENGTH | NO. OF VERTICAL BARS | SQ. | DEPTH | NUMBER OF HORIZONTAL REBARS EACH WAY | SQ. | DEPTH | ANCHOR BOLT SIZE/ LENGTH | NUMBER OF HORIZONTAL REBARS EACH WAY |
| 48" | 60" | 44" | 21 | 48" | 60" | Ø3/4" 36" | 21 | 62" X 62" | 42" | 6 | 62" X 62" | 42" | Ø3/4" 24" | 6 |

## 10'-0" EAVE HEIGHT

COLUMN SIZE = 8" DIA.

| STANDARD FOOTER | | | | | | | | SPREAD FOOTER | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| INGROUND | | | | PIER MOUNT | | | | INGROUND | | | PIER MOUNT | | | | |
| X | Y | Z | NO. OF VERTICAL BARS | X | Y | ANCHOR BOLT SIZE/ LENGTH | NO. OF VERTICAL BARS | SQ. | DEPTH | NUMBER OF HORIZONTAL REBARS EACH WAY | SQ. | DEPTH | ANCHOR BOLT SIZE/ LENGTH | NUMBER OF HORIZONTAL REBARS EACH WAY |
| 48" | 66" | 44" | 21 | 48" | 66" | Ø3/4" 36" | 21 | 66" X 66" | 42" | 6 | 66" X 66" | 42" | Ø3/4" 24" | 6 |

## 12'-0" EAVE HEIGHT

COLUMN SIZE = 8" DIA.

| STANDARD FOOTER | | | | | | | | SPREAD FOOTER | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| INGROUND | | | | PIER MOUNT | | | | INGROUND | | | PIER MOUNT | | | | |
| X | Y | Z | NO. OF VERTICAL BARS | X | Y | ANCHOR BOLT SIZE/ LENGTH | NO. OF VERTICAL BARS | SQ. | DEPTH | NUMBER OF HORIZONTAL REBARS EACH WAY | SQ. | DEPTH | ANCHOR BOLT SIZE/ LENGTH | NUMBER OF HORIZONTAL REBARS EACH WAY |
| 48" | 72" | 48" | 21 | 48" | 72" | Ø3/4" 36" | 21 | 74" X 74" | 42" | 7 | 74" X 74" | 42" | Ø3/4" 24" | 7 |

## 14'-0" EAVE HEIGHT

COLUMN SIZE = 10" DIA.

| STANDARD FOOTER | | | | | | | | SPREAD FOOTER | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| INGROUND | | | | PIER MOUNT | | | | INGROUND | | | PIER MOUNT | | | | |
| X | Y | Z | NO. OF VERTICAL BARS | X | Y | ANCHOR BOLT SIZE/ LENGTH | NO. OF VERTICAL BARS | SQ. | DEPTH | NUMBER OF HORIZONTAL REBARS EACH WAY | SQ. | DEPTH | ANCHOR BOLT SIZE/ LENGTH | NUMBER OF HORIZONTAL REBARS EACH WAY |
| 48" | 80" | 48" | 21 | 48" | 80" | Ø3/4" 36" | 21 | 80" X 80" | 42" | 7 | 80" X 80" | 42" | Ø3/4" 24" | 7 |

# LIMITED WARRANTY

Effective 04/28/22

Project Innovations Pro Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

- LIMITED 20 YEAR WARRANTY on all upright posts and support structure frames against failure due to rust-through corrosion. This warranty excludes any cosmetic issues.

- LIMITED 10 YEAR WARRANTY on all CoolNet™ fabrics, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew, as well as on Turn-N-Slide™ fastening device. This warranty excludes fading or failure of fabric due to chemical erosion, flying or falling objects, and accumulation of snow or ice.

- LIMITED 1 YEAR WARRANTY for structural failure of moving parts, powder-coated finish, or any other product or part not covered by one of the above warranties.

All above warranties commence on the date of the Seller's invoice.

Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such non-conformity at the sole option of the Seller either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, transportation or its associated costs to return to Seller's factory parts to be replaced or repaired, or the installation of any replacement part or parts. Replacement parts will be warranted for remainder of original warranty.

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose. The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting the agreement.

The warranty stated above is valid only if the structures are erected in conformity with the layout plan and/or installation instructions furnished by the Seller; have been maintained and inspected in accordance with the Seller's instructions and other normal and prudent practices; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to misuse, negligence, vandalism, or accident; have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than the Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of structures. Above limited warranties explicitly exclude fabric curtains, valances, and flat vertical panels, and exclude excessive corrosion resulting from close proximity to salt water or chlorinated environments.

To make a claim, send your written statement of claim, along with the original invoice number to:

Project Innovations Inc 712 Wesley Avenue Tarpon Springs FL 34689

# Project Innovations Inc

## *712 Wesley Ave Building A*

### *Tarpon Springs FL 34689*

### *727-460-8449*

**Date:** February 16, 2026

**Bill To:**

City of Treasure Island

10451 Gulf Blvd

Treasure Island FL 33706

**Ship To:**

Rosselli Park

2nd Street

Treasure Island FL 33706

ProjectInnovationsFlorida@gmail.com

| | | | | | |
|---|---|---|---|---|---|
| **Contact #1:** | Cathy Hayduke | **Phone:** | | | |
| **Contact #2:** | | **Mobile:** | | **Email:** | |

| Qty. | Item # | Description/Colors/Mounting/Etc… | MSRP | 4% Disc | Total |
|---|---|---|---|---|---|
| | | | | | |
| 2 | LBR | Remove 2 Existing Sting Rays | $ 23,400.00 | | $ 23,400.00 |
| | | Relocate 2 Existing Sting Rays | | | |
| | | Re Fabricate for Install | $ 5,000.00 | | $ 5,000.00 |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | Includes Repairs to Turf | | | |
| 1 | PERMIT | Permits waived by City | | | |
| 1 | ENG | Engineered Drawings Calcs | N/A | | N/A |
| 1 | FHT | Designated Freight | | | |

| PARK&PLAYGROUND EQUIPMENT SDMC. 26-0041-MR | REFERENCE # |
|---|---|
| Expires 31st August 2030 | |

**Sub Total** $ 28,400.00

**Order Approved By (signature):** _____

**Date:**_____

**Total** $28,400.00

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling 811. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without FULL installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Project Innovations Inc must retain a copy of 501(C)(3) or other proof of tax exempt status.

# Project Innovations Inc


## *712 Wesley Ave Building A*

### *Tarpon Springs FL 34689*

### *727-460-8449*


**Date:** February 16, 2026

**Bill To:**

City of Treasure Island

10451 Gulf Blvd

Treasure Island FL 33706

**Ship To:**

Rosselli Park

2nd Street

Treasure Island FL 33706


ProjectInnovationsFlorida@gmail.com


| | | | | | |
|---|---|---|---|---|---|
| **Contact #1:** | Cathy Hayduke | **Phone:** | | | |
| **Contact #2:** | | **Mobile:** | | **Email:** | |

| Qty. | Item # | Description/Colors/Mounting/Etc… | MSRP | 4% Disc | Total |
|---|---|---|---|---|---|
| | | | | | |
| 6 | SR-TORNADOE | Sting Ray / Tornado Style Shade System | $108,000.00 | $ (4,320.00) | $103,680.00 |
| | | Front Wide 20X15 Deep X14.5Back 15 H | | | |
| | | 18,000.00 MSRP - 720.00 Disc 4% | | | |
| | | Adjusted Price $17,280.00 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 1 | Shade Install | Shade & Post Spread Footer Install | $ 70,200.00 | $ (2,808.00) | $ 67,392.00 |
| | | Includes Repairs to Turf | | | |
| 1 | PERMIT | Permits waived by City | | | |
| 1 | ENG | Engineered Drawings Calcs | $ 2,500.00 | | $ 2,500.00 |
| 1 | FHT | Designated Freight | $ 4,000.00 | | $ 4,000.00 |

| PARK&PLAYGROUND EQUIPMENT SDMC. 26-0041-MR | REFERENCE # |
|---|---|
| Expires 31st August 2030 | |

**Sub Total** $177,572.00

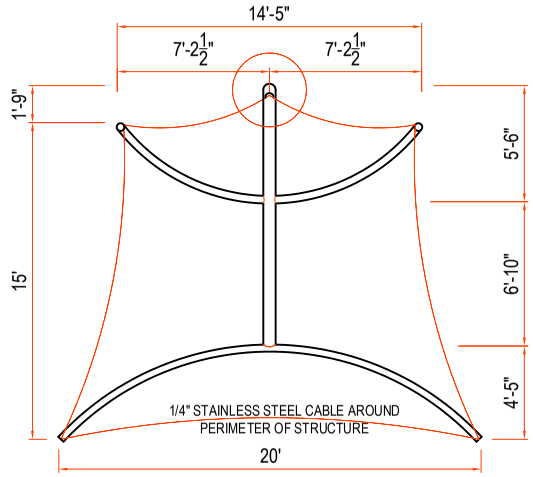
**Order Approved By (signature):** _____

**Date:**_____

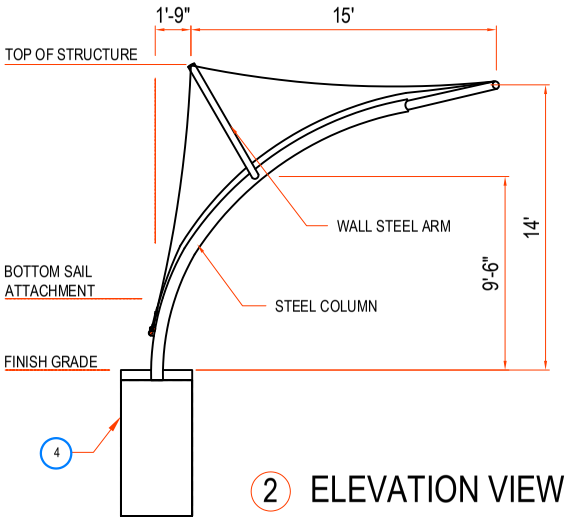
**Total** $177,572.00

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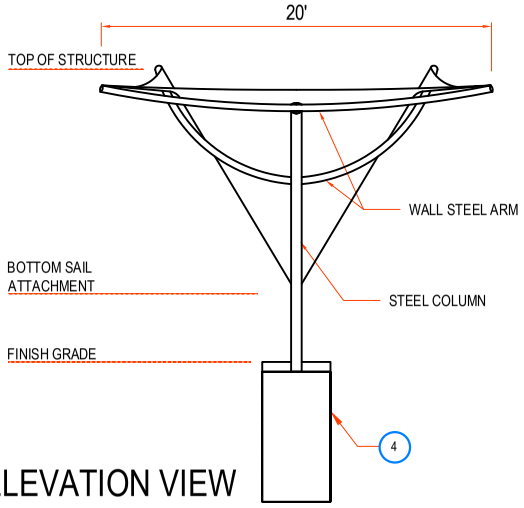
Without FULL installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Project Innovations Inc must retain a copy of 501(C)(3) or other proof of tax exempt status.



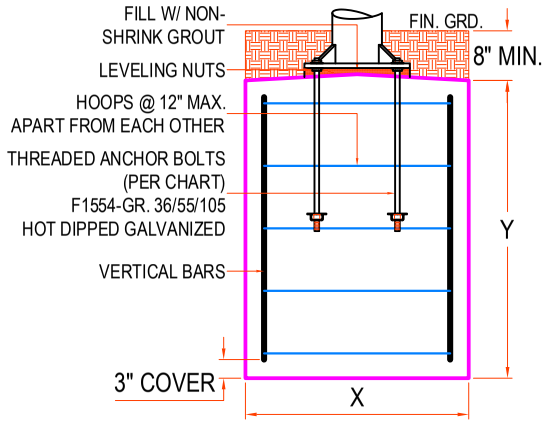

1 PLAN VIEW




2 ELEVATION VIEW




3 ELEVATION VIEW




5 ALTERNATIVE FOOTING DETAIL

PIER MOUNT

NOTE: GROUT, HOOPS, REBARS & ANCHOR BOLTS NOT SUPPLIED BY FACTORY

NOTES:

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3- THE SHADE SYSTEMS, INC.™ STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE (IBC) INTERNATIONAL BUILDING CODE

4- DO NOT SCALE DRAWING.

5- ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

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EMAIL: JEREMY@SHADESYSTEMSINC.COM

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Model Name:
TORNADO SHADE SYSTEMS STRUCTURE

Model Number:
TN152015PM

## 15'-0" EAVE HEIGHT

COLUMN SIZE = 6" DIA.

| STANDARD FOOTER | | | | SPREAD FOOTER | | | |
|---|---|---|---|---|---|---|---|
| X | Y | ANCHOR BOLT SIZE/ LENGTH | NO. OF VERTICAL BARS | SQ. | DEPTH | ANCHOR BOLT SIZE/ LENGTH | NUMBER OF HORIZONTAL REBARS EACH WAY |
| 42" | 80" | Ø1"/36" | 16 | 64" X 64" | 42" | Ø1"/36" | 6 |

PROJECT INNOVATIONS INC



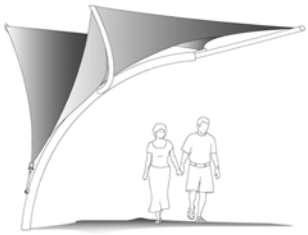








Our **Tornado/Stingray®** fabric shading elements provide imaginative and stunning shade independently or grouped together. Available in two sizes and perfect for shading walkways, seating, or individual play activities, the Tornado® is proudly U.S. made and will add aesthetic appeal to any public environment.



Gracefully arching steel piping arms radiate outward from a curved central support column to create a 5-point tensioned shade canopy which makes a bold architectural statement about its determination to shade stylishly. Available with electrical accommodations for beautiful fabric shade structures with night lighting!

PROJECT INNOVATIONS INC

# Tornado/Stingray® Specifications

**Central support column:** schedule 40 black steel pipe

**Support Arms:** cold-formed tubing per ASTM A-135 and ASTM A-500

**Weldments:** factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship.

**Fabric:** CoolNet™ polyethylene knitted shade fabric with reinforced corners. Complies with NFPA 701, ASTM-E84, and CAFM-13115. Colors to be specified.

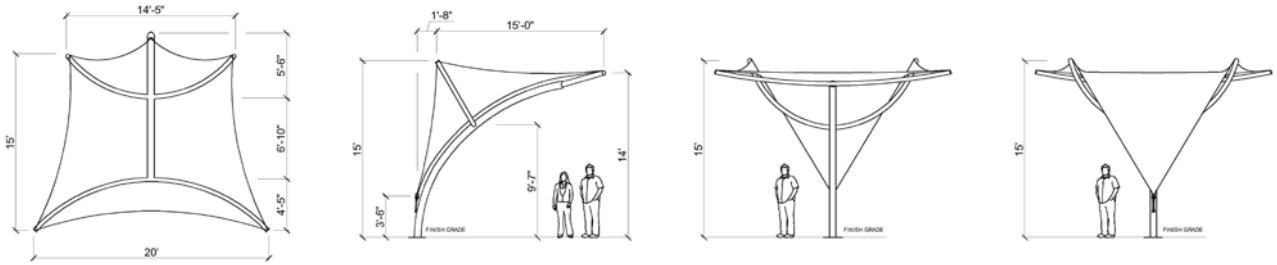
**Coatings:** Parts are completely cleaned, sand-blasted, and a hot zinc phosphate pretreatment with non-chromic sealer is applied. Primer and then powder-coating are electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.

**Hardware:** 316 Stainless Steel.

**Cables and fastening mechanism:** Minimum 1/4" diameter stainless steel cables are factory-looped at the ends and concealed in hems. Canopy is tensioned at a single point near the base using a stainless steel adjustment bolt which, when turned, tensions the fabric for a taut fit.

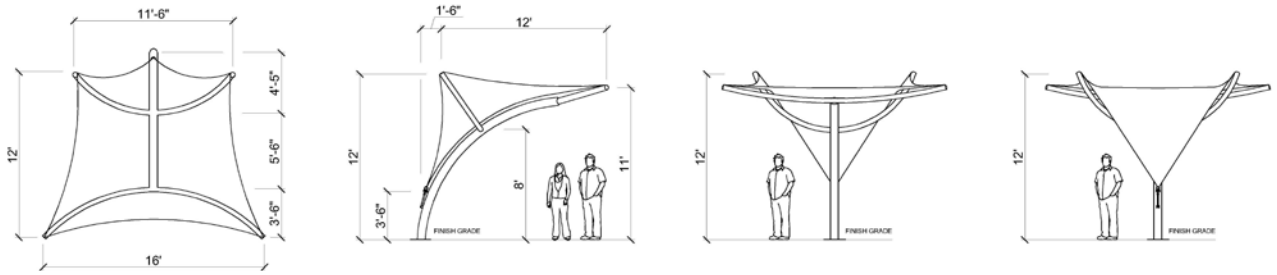
**Options:**
- Electrical accommodations in structure for customer's lighting fixtures
- Stainless steel structure

A
(Large)



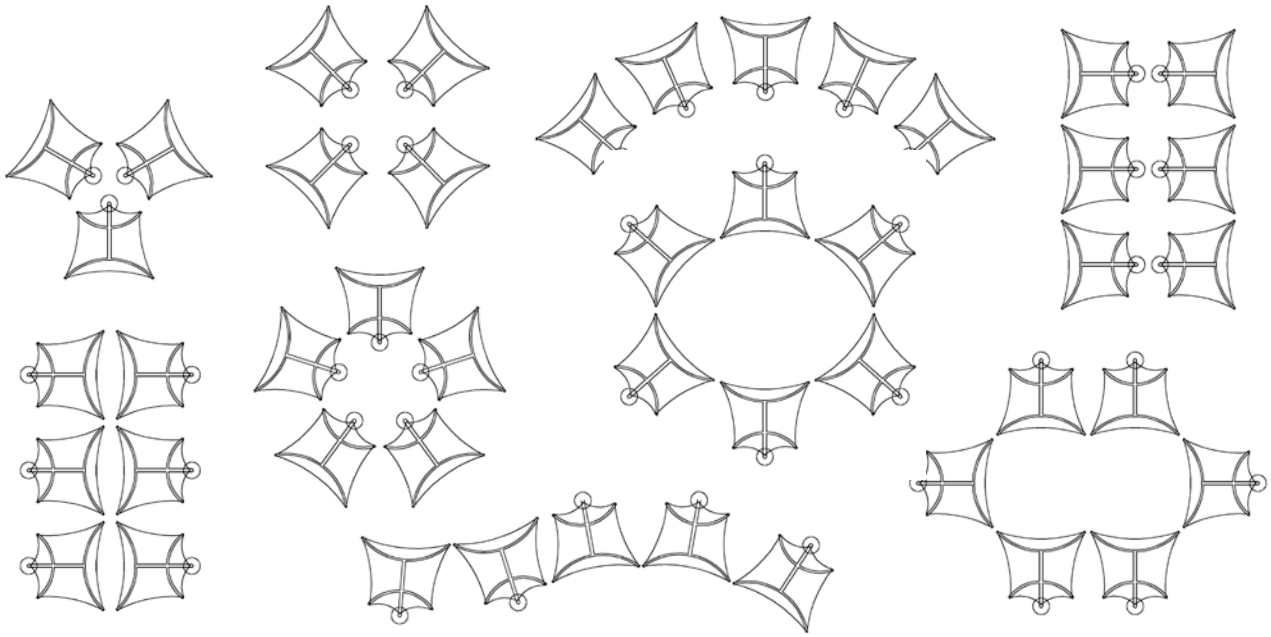

PLAN VIEW | SIDE ELEVATION VIEW | FRONT ELEVATION VIEW | REAR ELEVATION VIEW

B
(Small)




PLAN VIEW | SIDE ELEVATION VIEW | FRONT ELEVATION VIEW | REAR ELEVATION VIEW

Sample
Configurations



# LIMITED WARRANTY

Effective 04/28/22

Project Innovations Pro Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

- LIMITED 20 YEAR WARRANTY on all upright posts and support structure frames against failure due to rust-through corrosion. This warranty excludes any cosmetic issues.

- LIMITED 10 YEAR WARRANTY on all CoolNet™ fabrics, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew, as well as on Turn-N-Slide™ fastening device. This warranty excludes fading or failure of fabric due to chemical erosion, flying or falling objects, and accumulation of snow or ice.

- LIMITED 1 YEAR WARRANTY for structural failure of moving parts, powder-coated finish, or any other product or part not covered by one of the above warranties.

All above warranties commence on the date of the Seller's invoice.

Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such non-conformity at the sole option of the Seller either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, transportation or its associated costs to return to Seller's factory parts to be replaced or repaired, or the installation of any replacement part or parts. Replacement parts will be warranted for remainder of original warranty.

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose. The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting the agreement.

The warranty stated above is valid only if the structures are erected in conformity with the layout plan and/or installation instructions furnished by the Seller; have been maintained and inspected in accordance with the Seller's instructions and other normal and prudent practices; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to misuse, negligence, vandalism, or accident; have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than the Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of structures. Above limited warranties explicitly exclude fabric curtains, valances, and flat vertical panels, and exclude excessive corrosion resulting from close proximity to salt water or chlorinated environments.

To make a claim, send your written statement of claim, along with the original invoice number to:

Project Innovations Inc 712 Wesley Avenue Tarpon Springs FL 34689



# Project Innovations Inc


## *712 Wesley Ave Building A*

### *Tarpon Springs FL 34689*

### *727-460-8449*


**Date:** October 27, 2025

**Bill To:**

City of Treasure Island

10451 Gulf Blvd

Treasure Island FL 33706

**Ship To:**

Rosselli Park

2nd Street

Treasure Island FL 33706


ProjectInnovationsFlorida@gmail.com


| | | | | | |
|---|---|---|---|---|---|
| **Contact #1:** | Cathy Hayduke | **Phone:** | | | |
| **Contact #2:** | | **Mobile:** | | **Email:** | |

| Qty. | Item # | Description/Colors/Mounting/Etc… | MSRP | 4% Disc | Total |
|---|---|---|---|---|---|
| 1 | SHADE SAILS | 8 Post 7 Sails Shades | $105,350.00 | $ (4,214.00) | $101,136.00 |
| | Sail 1 | 30' 38' 43'3'' Post Height Elev 16'18'23' | | | |
| | Sail 2 | 30' 36' 41'8'' Post Height Elev 18'20'24' | | | |
| | Sail 3 | 27 '30' 41'8'' Post Height Elev 18'19'24' | | | |
| | Sail 4 | 26' 29' 29' Post Height Elev 18' 19' 22'6'' | | | |
| | Sail 5 | 27' 29' 29' Post Height Elev 18' 19' 22'6'' | | | |
| | Sail 6 | 27' 29' 35' Post Height Elev 18' 19' 23' | | | |
| | Sail 7 | 24'6''35'43.3''Post Height Elev 16'18'23' | | | |
| | | | | | |
| 1 | Retro | Retro Fit Shade attached to swing | $ 13,200.00 | $ (448.00) | $ 12,752.00 |
| | | Not Permited (Installed) | | | |
| | | | | | |
| 1 | Sails Install | Sail Shade & Post Spread Footer Install | $ 68,477.50 | $ (2,739.10) | $ 65,738.40 |
| | | Includes Repairs to Turf | | | |
| 1 | PERMIT | Permits waived by City | | | |
| 1 | ENG | Engineered Drawings Calcs | $ 4,500.00 | | $ 4,500.00 |
| 1 | FHT | Designated Freight | $ 7,500.00 | | $ 7,500.00 |

| PARK&PLAYGROUND EQUIPMENT SDMC. 26-0041-MR | REFERENCE # |
|---|---|
| Expires 31st August 2030 | |

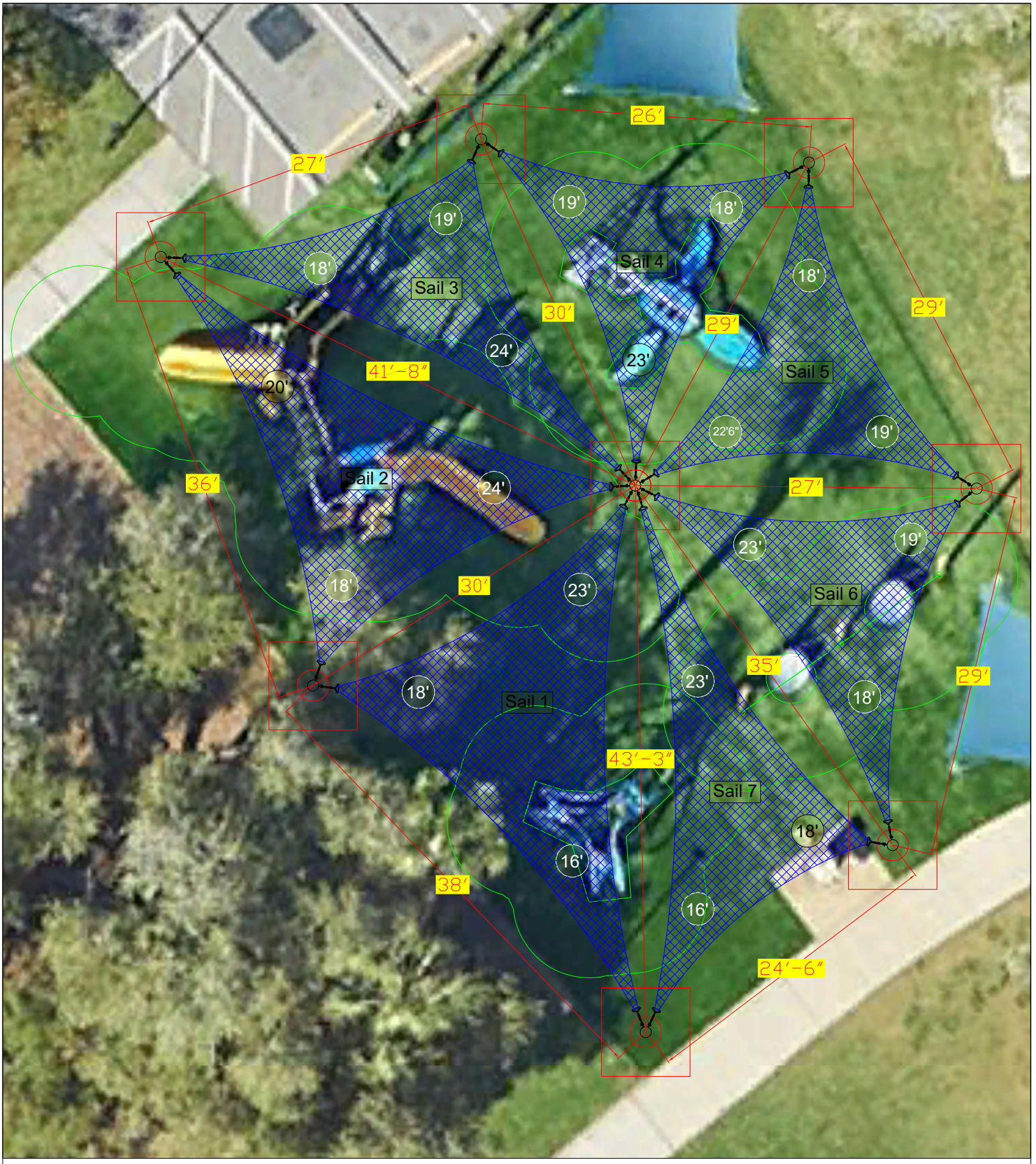
| | |
|---|---|
| Sub Total | $191,626.40 |
| **Total** | $191,626.40 |

**Order Approved By (signature):** _____

**Date:**_____

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling 811. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without FULL installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Project Innovations Inc must retain a copy of 501(C)(3) or other proof of tax exempt status.




IMPORTANT

The footing sizes provided by Modern Shade LLC are estimated only and may change after actual engineering is performed on footings due to local conditions and codes.

Modern Shade LLC is not responsible if actual engineered footings differ from the estimates provided or if any additional costs for footing installation are incurred by customer.

**** PRELIMINARY - NOT FOR CONSTRUCTION ****
**** DIMENSIONS BASED ON GE IMAGE ****

Confidential Proprietary Information:

The information contained herein is proprietary to Modern Shade LLC and shall not be reproduced or disclosed in whole or in part, or used for any design or manufacture except when user obtains direct written authorization from Modern Shade LLC.

551452 PROJECT

A0 SHEET

**Rosselli Park**
**2nd Street East**
**Treasure Island, FL 33706**

Modern Shade

| Revision | Description | Date | Drawn |
|---|---|---|---|
| 6 | | | |
| 5 | | | |
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |
| 0 | For Approval | 10-21-25 | JP |


GENERAL STORE

Modern Shade
Premium Fabric Shade Structures

4213 Felter Lane
Austin, Texas
78744

## Warranty

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

**LIMITED 20 YEAR NON-PRORATED WARRANTY** against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

**LIMITED 10 YEAR NON-PRORATED WARRANTY** on all HDPE Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

**Note**: All HDPE Commercial shade fabric and Teflon stitching over 40' in length carry a limited 5 year non-prorated warranty. Other non-HDPE fabrics are covered by their respective manufacturer's warranty.

**LIMITED 1 YEAR WARRANTY** on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

All of the above Warranties exclude any cosmetic issues. MODERN SHADE reserves the right to repair or replace any item covered by this Warranty. MODERN SHADE shall deliver all repaired or replacement part or parts to the customer **FREE OF CHARGE**. MODERN SHADE shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. All Repaired or Replacement parts shall be warranted for remainder of original warranty. The Warranty shall be void if the Product is not paid for in full within 30 days. MODERN SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability. The Warranty is void if the Product is not installed in strict compliance with the MODERN SHADE specifications. Purchaser shall notify MODERN SHADE in writing within thirty (30) days following the discovery of the alleged defect, detailing any defects for which a Warranty claim is being made; otherwise the Warranty shall be void. The Warranty shall be void if damage to the Product or any of its components is caused by misuse; harmful chemicals; excessive loads, pressures or forces such as abnormal weather conditions outside or in excess of the design specifications; acts of God; falling objects other than hail; explosions; fire; riots; civil commotion; vandalism; external forces; acts of war; radiation; harmful fumes or foreign substances in the atmosphere; floods; abuse by machinery, equipment or any persons; immersion in salt or chlorine water; not performing maintenance as described in the below Required Maintenance and Care; causes not within MODERN SHADE'S control; or if modifications are made to the Product without prior written consent from MODERN SHADE including but not limited to attaching signs, banners, lights or decorations. All Commercial shade products are designed for 90 MPH wind speed (three second gusts) and 5 PSF snow load, unless otherwise stated. Fabric Tops must be removed if weather conditions are expected to exceed these design limits. Commercial steel frames without a membrane top are designed for 150 MPH wind speed (three second gusts). Light fixtures are limited solely to the manufacturer's warranty.

4213 Felter Lane
Austin, Texas
78744

**Liability Limitation:**

Modern shade shall not, in any event, be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, it's design, use, any inability to use the same or any delay in delivery of the same. Furthermore, it is understood and agreed that the sole and exclusive remedy with respect to defective product shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the product or any part of it prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the product, or part thereof which is defective, upon its return to modern shade. Furthermore, modern shade is not liable for damage to property caused by rain or hail. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of modern shade to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such product. No warranties or representation at any time made by any sales representative, dealer, agent or any person shall be effective to vary or expand the above express warranty or any other term hereof.

## Required Maintenance and Care

**Failure to provide the following routine maintenance shall void the Warranty**.

*Maintenance of Fabric Tops*:

Fabric tops should be checked annually to ensure proper cable tension is maintained throughout the Warranty period. To remove dirt or bird droppings from fabric tops, simply spray the underside with water. For stubborn dirt, mild dish soap may be applied and rinsed.

*Maintenance of Steel Frame*:

Owner is responsible for routine maintenance to preserve the finish and welded joints. If surface rust or corrosion appears (regardless of cause), owner shall remove with sand paper or wire brush, prime and repaint. Ensure all connecting hardware is properly secured. Ensure all bolted connections and slip fit joints are caulked as needed. Failure to provide routine maintenance will void the Warranty.

**AGENDA ITEM NO. I.10**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | March 16, 2026 |
| **SUBMITTED BY:** | Lisa-Marie Kennedy, Administration |
| **ITEM TYPE:** | For Consideration and Discussion |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Direction to Staff to Draft an Ordinance Establishing Planned Development Regulations for Public Hearings before the Local Planning Agency and City Commission (Mayor Doctor) |
| **BACKGROUND:** | Mayor Item. |
| **POLICY/PURPOSE:** | Mayor Item. |
| **STRATEGIC PLAN RELEVANCE:** | Mayor Item. |
| **ANALYSIS/DISCUSSION:** | Mayor Item. |
| **FUNDING:** | Mayor Item. |
| **MOTION:** | |

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**ATTACHMENTS:**