



**BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MAY 19, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706
MEETING NOTICE AND AGENDA**

This meeting will immediately follow the Board of Commissioners Workshop

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: March 16, 2026 Regular Meeting; April 7, 2026, Regular Meeting; April 21, 2026 Regular and Workshop Meeting.

[04.07.2026 Regular Meeting Minutes.docx](#)

[03.16.2026 Regular BoC MINUTES.docx](#)

[04.21.26 BoC Reg Minutes.pdf](#)

[04.21.2026 BoC WS Minutes.pdf](#)

G. CONSENT AGENDA

G.1

General Public Services Subrecipient Agreement for Street Outreach & Engagement Services

[PE Agreement D4L 26-010.pdf](#)

[Directions for Living Proposal.pdf](#)

[26-010-RFP-Street Outreach & Engagement Services.pdf](#)

G.2 Non-Exclusive License Agreement Renewal with SVH Beach Rentals, Inc
[Non-Exclusive License Agreement 2026_SVH Beach Rentals, Inc.pdf](#)

[Division of Corporations.pdf](#)

- G.3 Non-Exclusive License Agreement Renewal with Surf Rentals, LLC.
[Non-Exclusive License Agreement 2026_SurfRentals, LLC.pdf](#)
[Sunbiz Detail by Entity Name.pdf](#)

H. ITEMS OF BUSINESS

- H.1 Second and Final Reading of Ordinance 2026-11, Budget Amendment Commercial Redevelopment Master Plan
[Budget Amendment 2026-11.xlsx](#)
[ORDINANCE_2026-11-Master Plan.docx](#)
[CITY-OF-TREASURE-ISLAND-87016-1-SIGNED-AFFIDAVIT.pdf](#)
- H.2 First Reading and Public Hearing, Ordinance 2026-12 - Unsafe Structures
[Ordinance 2026-12 Attorney Reviewed.pdf](#)
[Business Impact Estimate - Ordinance 2026-12.pdf](#)
- H.3 First Reading and Public Hearing, Ordinance 2026-13 Amendments to Chapter 2 Administration (Code Enforcement)
[Ordinance 2026-13 Attorney Reviewed.docx](#)
[Business Impact Estimate - Ordinance 2026-13.docx](#)
- H.4 First Reading and Public Hearing, Ordinance 2026-14 Amendments to Chapter 18 (Abatement of Nuisances)
[Ordinance 2026-14 Chapter 18 Lawn Maintenance.pdf](#)
[Business Impact Estimate - Ordinance 2026-14.pdf](#)
- H.5 Review of City Manager Contract
[City Manager Contract_Van Zant.pdf](#)
[Resolution 2025-15.pdf](#)

I. CITY MANAGER AND CITY ATTORNEY REPORT

J. COMMISSIONER REPORTS

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

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

at least two working days prior to the meeting to advise what assistance is needed.



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES

SUBJECT: Approval of the following Minutes: March 16, 2026 Regular Meeting; April 7, 2026, Regular Meeting; April 21, 2026 Regular and Workshop Meeting.

BACKGROUND: Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions.

The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.

POLICY/PURPOSE: The purpose of this item is to review and approve minutes.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: .

FUNDING: There is no cost associated.

MOTION: I move to approve the minutes, as presented.

ATTACHMENTS:
[04.07.2026 Regular Meeting Minutes.docx](#)
[03.16.2026 Regular BoC MINUTES.docx](#)
[04.21.26 BoC Reg Minutes.pdf](#)



**BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, APRIL 7, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706**

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

Absent:

Commissioner Chris Clark

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS - No changes.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Motion to Accept Donation from the Sons of the American Legion - Squadron 158
John G. Doran Memorial Post 158 to the Parks and Recreation Department

Mr. Greg Tong, Commander of Sons of American Legion, presented donations to Treasure Island Police Chief John Barkley and Treasure Island Fire Chief William "Trip" Barrs. Mr. Tong also shared thirty bicycles had been donated to the Fire Department.

Vice Mayor Vasquez moved to accept the generous donation from the Sons of the American Legion - Squadron 158 John G. Doran Memorial Post 158 for the Parks and Recreation Department's Everyone Play's Fund in the amount of \$1,000, seconded by Commissioner Czyszczon.

Parks and Recreation Director Cathy Hayduke relayed the history of Everyone Play's fund. Mr. Tong remarked on the importance of all children taking part in summer camp activities.

The motion carried four to zero.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ms. Maryellen Heuer, 108th Avenue, thanked Public Works Director Gary Volenec for his assistance with getting trash picked up and asserted there were unattended boats docked at the Fusion Hotel and was concerned about environmental impacts. Answering Mayor Doctor, City Manager Charlie Van Zant confirmed he had made a note of the concern.

Mr. John Peterson, Isle of Capri Civic Association President, asserted the lack of shade at Rosselli Park would lead to increased chances of skin cancer for children and asserted Commissioners Clark and Dickey had attempted to take a woman out of power at the last Commission meeting.

Ms. Sarah Pennington, Isle of Palms, did not like Commissioners' items removed from the agenda, the master planner process, or the selection of Vice Mayor at the last meeting.

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: February 20, 2024, Regular and Workshop Meetings; February 17, 2026, Regular and Workshop Meetings; and February 20, 2026, Special Meeting.

Vice Mayor Vasquez moved to approve the minutes, as presented, seconded by Commissioner Czyszczon. The motion carried four to zero.

G. CONSENT AGENDA

G.1 Hurricane Loss Mitigation Program Grant - Letter of Commitment

Vice Mayor Vasquez moved to approve the Consent Agenda, as presented, seconded by Commissioner Czyszczon. The motion carried four to zero.

H. ITEMS OF BUSINESS

H.1 Second and Final Reading and Public hearing of Ordinance 2026-07

City Attorney Ralf Brookes read the ordinance by title only.

Vice Mayor Vasquez moved to approve and adopt Ordinance 2026-07 at the second and final public hearing, seconded by Commissioner Dickey.

Commissioner Czyszczon asked City Manager Van Zant about past comments regarding shifting ownership of the Bascule Bridge and what actions were taken. City Manager Van Zant said discussions had begun but there were no answers. Commissioner Czyszczon questioned when more information would be available. City Manager Van Zant did not have a timeline.
The motion carried four to zero.

H.2 Second Reading and Public Hearing of Ordinance 2026-09, Budget Amendment for Public Safety Design and Construction

Attorney Brookes read the ordinance by title only.

Vice Mayor Vasquez moved to adopt Ordinance 2026-09 at the second and final public hearing, seconded by Commissioner Dickey.

Expressing concerns about costs, Commissioner Czyszczon asked if City Manager Van Zant anticipated exceeding \$8 million. City Manager Van Zant said the Commission had approved \$250,000 for initial steps which would occur within 3-4 months. Commissioner Czyszczon asked the likelihood of the project being \$8 million or less. City Manager Van Zant said he was not prepared to guess. Commissioner Czyszczon wanted risk clearly defined in future.

Mayor Doctor called for public comment.

Mr. Scott McKinney, Isle of Capri, reflected on the damage inflicted from the 2024 hurricanes, urged the City to stay on budget for the Public Safety Facility, and thanked the Commission for the work of reopening of amenities.

The motion carried four to zero.

H.3 Authorize the Award of the Request for Qualification (RFQ) 26-009 Contract to Raftelis Financial Consultants for the Treasure Island Commercial Redevelopment Master Plan Project

City Manager Van Zant summarized the RFQ process and contract negotiations.

Vice Mayor Vasquez moved to award the RFQ 26-009 contract to Raftelis Financial Consultants for the Treasure Island Commercial Redevelopment Master Plan Project for an amount not to exceed \$197,504, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response.

Vice Mayor Vasquez stated there were no public properties included in the master plan project, believed it was not a true master plan because of the properties excluded, emphasized the plan only included private properties, and wondered if public property could be included in future.

Commissioner Czyszczon asked City Manager Van Zant if the master plan was exclusively limited to private property, asserted the consultants had said they had never done a master plan on private property, wanted defined milestones with specific agenda items for a report on the full completion of the target date, and asked the likelihood of the City being reimbursed for the work. City Manager Van Zant expounded on potential grants from the County but the parameters and timeframe for distribution were unknown.

Asserting there was no assurance on reimbursement, Commissioner Czyszczon wanted confirmation there was no guarantee. City Manager Van Zant did not wish to speculate. Mayor Doctor stated there was a fund for municipalities, but the timeline/process was not clear. Commissioner Dickey reiterated the uncertainty with the process but believed the County would reimburse the City, stated the scope of work was focused on areas where redevelopment was

needed and City codes needed to be re-evaluated and public property could continue to be developed.

Commissioner Czyszczoń asked for consensus on built-in timelines to ensure a 9-month completion. Commissioner Dickey highlighted the timeline provided by the consultant, which included updates to the Commission and said he did not anticipate increased costs unless the Commission increased the scope of work. Commissioner Czyszczoń wanted to know if the updates would be brought to meetings. Commissioner Dickey said they would be.

The motion carried three to one; Commissioner Czyszczoń voted no.

H.4 Taxes in comparison to other coastal cities (we are the highest). (Commissioner Czyszczoń)

Mayor Doctor said the City of Clearwater had higher millage. Commissioner Czyszczoń displayed an image, as provided in background materials, and asked City Manager Van Zant why a staff report had not been provided. City Manager Van Zant stated one Commissioner could not direct staff's time, suggested discussions on millage were best suited for late summer when the budget was reviewed, and reiterated in-depth work had to be directed from the full Commission. Commissioner Czyszczoń wanted to know how the City would bring the rate down.

Commissioner Dickey gave a presentation, as contained in background materials, and asserted the City's millage was comparable to the surrounding coastal cities.

Commissioner Czyszczoń asked how long the analysis took. Commissioner Dickey said it took 80 hours. Commissioner Czyszczoń said there was an anticipated \$2 million deficit and asked how the City expected to bridge the gap without increasing the millage rate. Following remarks, Vice Mayor Vasquez appreciated the item and the explanation.

Mayor Doctor called for public comment.

Ms. Sarah Pennington, Isle of Palms, believed the City needed to discuss expenses, specifically personnel costs and operating costs; asserted Commissioner Dickey's analysis was only on the average residential property value; and believed even if it was a small difference, the City should still focus on reducing taxes.

No action was taken.

H.5 West Causeway Drainage and Landscaping Including Seeding and Sodding Ordinance for Adjacent Lots (Commissioner Czyszczoń)

Commissioner Czyszczoń felt the issue needed immediate attention and wanted to direct Vose Law Group to draft a seeding and sodding ordinance to be heard at the next meeting. City Manager Van Zant relayed the City did have an ordinance for soil stabilization, Code Enforcement had evaluated and issued notices to West Causeway properties that needed to address issues, and Florida law prescribed the code enforcement complaint process. Commissioner Czyszczoń reiterated he wanted a seeding and sodding ordinance, emphasized issues with mosquitoes during the rainy season, and wanted the Commissions' consensus.

Mayor Doctor asked the City Attorney to review the current ordinance and make improvements as needed. Attorney Brookes acknowledged the request.

Commissioner Czyszczon appreciated Interim Community Development Director Maryellen Edwards and Code Enforcement Supervisor James Dixon for their work, highlighted issues with The Treasure Island Yacht Club, and asked for an update on the high and dry storage project. City Manager Van Zant said the property had an incomplete application. Commissioner Czyszczon inquired about the status of previously discussed code enforcement violations and the ability to do a site-walk with staff. City Manager Van Zant said Commissioner Czyszczon was not entitled to a site walk and staff was working on normal maintenance of the West Causeway and wanted to know how much of the submitted grant for the West Causeway should be directed to raising the West Causeway for resiliency and whether the Commission wanted to move funds toward the causeway and said the Commission could direct work.

Commissioner Czyszczon said the west causeway was an essential part of Treasure Island and needed to be maintained.

Vice Mayor Vasquez agreed the causeway was the entrance to the City and believed a workshop item would be appropriate to address the Causeway cost and potential options. Mayor Doctor agreed a workshop item would be good, believed the Commission needed a better understanding of pending grants, and felt a weakness of the capital budget was the lack of funds for asphalt around the City. City Manager Van Zant would send the Commission a summary of the pending grants tomorrow and would bring back a date for the workshop item at the next meeting or during a meeting in May..

I. CITY MANAGER AND CITY ATTORNEY REPORT

Attorney Brookes had no report. Commissioner Czyszczon asked about a status update on e-bikes. Attorney Brookes said he would prepare a memorandum and potential ordinance for the Commission to review. City Manager Van Zant reviewed a report, as shown in background material.

J. COMMISSIONER REPORTS

Vice Mayor Vasquez remarked on community events, believed the City was moving in the right direction, noted Rosselli Park did need shade and was evaluating alternative funding options, discussed upcoming community events, and praised Ms. Carrie Auerbach for her work on the beaches and the successful trash bag program.

Commissioner Czyszczon highlighted single-family home permit issues and asked how much of the \$1 million Community Development Department loan had been repaid to the general fund. City Manager Van Zant said he did not have the number. Commissioner Czyszczon asked how much had been collected in new permit fees, excluding raised homes, since the hurricanes and what verification process was in place to ensure construction values were accurate and reflected real market costs to ensure the City was collecting appropriate fees. City Manager Van Zant would respond in writing. Commissioner Czyszczon requested the information be thoroughly evaluated and the information provided publicly to ensure appropriate fees were collected.

Regarding short-term rental enforcement, Commissioner Czyszczonek requested clarity on the current enforcement process, how repeat violators were tracked and escalated, and what resources were being dedicated to ensuring compliance. City Manager Van Zant noted he had responded to Commissioner Czyszczonek's emails but could not delve into each issue and would not provide any additional comment. Commissioner Czyszczonek wanted to know why capital improvement project funding was not deployed to assist with recovery and emphasized redevelopment was essential, sought a revenue and expenses report for summer camp, requested an update/summary on the potential Pop Stroke at Treasure Bay, questioned when the Commission could expect CIP information for FY 25/26; touched on outstanding emails; and wondered if there were any updates on shade alternatives for Rosselli Park.

Commissioner Dickey noted the new erosion control line had been recorded and thanked Connor, an Isle of Capri resident, for his work on beach cleanup.

Mayor Doctor had no report.

K. ADJOURNMENT

The meeting was adjourned at 7:46 p.m.

John Doctor, Mayor

Attest:

Lisa-Marie V. Kennedy, City Clerk



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

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:00 p.m. and led in the pledge of allegiance.

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

City Clerk Lisa-Marie Kennedy administered the oath office to Commissioners Clark and Dickey.

C. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

D. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Doctor stated Item I.5., Summer Camp Break Even Revenue and Expense Projections, was redundant to Item I.4., and asked for consensus the item be removed. Commissioner Czyszczon wanted it to remain. City Attorney Ralf Brookes suggested combining them. Commissioner Dickey suggested moving I.5 before I.4. Commissioner Clark and Vice Mayor Vasquez agreed to remove Item I.5.

Mayor Doctor stated Item I.8, Results City Manager Performance Review, was unnecessary since Commissioners had concluded their performance review. Commissioner Czyszczon believed he was the only Commissioner to complete a 6-month evaluation. Mayor Doctor, Commissioner Clark, Vice Mayor Vasquez, and Commissioner Dickey reported private, one-on-one reviews. Mayor Doctor suggested removing the item. Vice Mayor Vasquez asked if

Commissioner Czyszczon would be comfortable completing his performance review of City Manager Charlie Van Zant privately. Commissioner Czyszczon claimed he had not received information from City Manager Van Zant.

On request for consensus from Mayor Doctor, Vice Mayor Vasquez, and Commissioners Clark and Dickey agreed to remove Item I.8. Commissioner Czyszczon was opposed.

Commissioner Czyszczon said he wanted the Commission to put away their cell phones. There were no objections.

E. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION – None.

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ms. Myrl Decker, 12 80th Terrace, wanted the commission to continue the master plan and slow down on planned developments (PDs).

Ms. Derry Smith, Sunset Beach, spoke against increased height.

Ms. Mari Wasdin, 135 122nd Avenue East, and Mr. Jeffrey Baynon, Isle of Palms, were against height and density and supported Commissioner Dickey for Vice Mayor.

Msses. Cathy McCann, 122 Sun Isle Circle, and Diane Gardener, 152 Sun Isle Circle, did not want tall buildings.

Ms. Laura Bukovan, 199 Sun Isle Circle, discussed the 2011 height and density referendum.

Ms. Barb Adams, Isle of Palms, asserted the City had a special quality, wanted the master plan completed before PDs, and supported Commissioner Dickey for Vice Mayor.

Mr. Mark Hohe, District 3, announced the special recall election for Commissioner Czyszczon and voter registration requirements.

Mr. West Evans, Isle of Palms, was disappointed Item I.5 was removed from the agenda, disliked the negative perception of the City, believed developers were using that as a means of manipulating the conversation, and wanted to hear more positive comments about the City.

Ms. Marie Barba, Sunset Beach, expounded on the debate regarding increased height and density in the City and cited Local Planning Agency comments, state legislation, and City Charter referendums.

G. APPROVAL OF MINUTES – None.

H. CONSENT AGENDA

H.1 Contracts to Provide On-Call Disaster Recovery Services

Vice Mayor Vasquez moved to approve the Consent Agenda, as presented, seconded by Commissioner Czyszczon. The motion carried five to zero.

I. ITEMS OF BUSINESS

I.1 Nomination and Election of Vice-Mayor

Mayor Doctor opened the floor for nominations. Commissioner Clark nominated Commissioner Dickey based on numerous emails from residents. Mayor Doctor nominated Vice Mayor Vasquez.

The nomination for Commissioner Dickey received support from Commissioners Clark and Dickey. The nomination for Vice Mayor Vasquez received support from Mayor Doctor, Vice Mayor Vasquez, and Commissioner Czyszczon.

Commissioner Czyszczon moved to validate Tammy Vasquez as Vice Mayor, seconded by Vice Mayor Vasquez, and carried four to one; Commissioner Dickey voted no.

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.

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2026-04 at the second and final public hearing, seconded by Commissioner Czyszczon.** Commissioner Czyszczon wanted a report from City Manager Van Zant regarding flood and hurricane claims, including the amounts collected and outstanding. City Manager Van Zant would provide the requested information.

Mayor Doctor called for public comment.

Mr. Scott McKinney, Isle of Capri, wanted to know the outcome of using a private collection contract, rather than the Federal Emergency Management Association.

Commissioner Czyszczon asked the same question of City Manager Van Zant.

The motion carried five to zero.

I.3 Second and Final Reading of Ordinance 2025-05 for the Repair Expenses to the Dune Walkovers

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2026-05 at the second and final public hearing, seconded by Commissioner Dickey.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

I.4 Second and Final Reading of Ordinance No. 2026-06 Amending the FY2026 Fee Schedule

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to adopt Ordinance 2026-06, amending the City-wide Fee Schedule at the second and final public hearing, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment.

Ms. Sarah Pennington, Isle of Palms, believed the Commission should have considered Item I.5 and reflected on past discussion regarding summer camp costs.

Commissioner Czyszczon wanted to know what the expected expenses were, said he had requested the information, but no response had been provided, and reflected on past discussions about the summer camp breaking even. Commissioner Dickey asserted the fees

that were being considered would increase the return without breaking even but was a significant increase, stated 25 additional campers were needed to break even, was okay with approving the fees, and reevaluating what the fees were. Commissioner Clark was under the impression the increased fees would make it close to breakeven, but it depended on the number of registrants. Vice Mayor Vasquez agreed. City Manager Van Zant disputed not responding to Commissioner Czyszczon, reiterated it was difficult to know if summer camp would break even without registration, and said Commissioner Czyszczon's requests were not always reasonable or within his scope.

The motion carried five to zero.

I.5 Summer Camp Break Even Revenue and Expense Projections from Recreation Department (Commissioner Czyszczon) – **Not addressed.**

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

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2026-09 at the first public hearing and to schedule it for a second reading at the April 7th Regular Commissioner's Board meeting, seconded by Commissioner Dickey.**

Commissioner Czyszczon asked if the contractor was locked in at a cost of \$8 million. Public Works Director Gary Volenec spoke on the process and said \$8 million was the budget/target but it was impossible to tell what the final costs would be. Commissioner Czyszczon questioned if \$4 million would be spent in the current fiscal year. Director Volenec was unsure but the City wanted to ensure enough money was available. Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, wanted to know where the \$4 million was coming from.

Commissioner Czyszczon wanted Mr. Hohe's question answered and asked Chief Financial Officer (CFO) Victor Ortiz to answer the question. Mayor Doctor acknowledged CFO Ortiz, who explained the funds would be taken from reserves but would be providing information to the Commission on the process of securing a loan. Commissioner Dickey asked if the reserve funds would remain in the investment funds while payment was pending. CFO Ortiz confirmed the funds were still accruing interest.

The motion carried five to zero.

I.7 Resolution 2026-02, City Commission Rules of Procedure

Attorney Brookes read the resolution by title only.

Vice Mayor Vasquez moved to approve Resolution 2026-02, adopting the updated Rules of Procedure, seconded by Commissioner Dickey. (The motion was subsequently amended)

Commissioner Czyszczon wanted to know what prompted the rules of procedure review. Vice Mayor Vasquez believed it was an overview.

Mayor Doctor called for public comment.

Mr. Andrew Vasey, District 2, believed the rules of order were intended to limit Commissioners and thought the revisions were a bad idea.

Mr. West Evans, Isle of Palms, did not support making changes to the rules.

Commissioner Czyszczon was against the changes and explained he had attempted to add 25 items because a meeting had been canceled.

Vice Mayor Vasquez stated the changes were not an attack on an individual Commissioner, felt staff typically added items of discussion to the agenda, and wanted confirmation three Commissioners could remove items from an agenda. Attorney Brookes confirmed an item could be removed if three Commissioners voted to remove it.

Commissioner Czyszczon asked if a City Manager could remove a Commissioner's item. Attorney Brookes said the City Manager could not.

On prompt from Attorney Brookes, **Vice Mayor Vasquez moved to approve Resolution 2026-02 for the date of March 16, 2026, adopting the updated rules of procedure, seconded by Commissioner Clark. The motion carried four to one; Commissioner Czyszczon voted no.**

I.8 Results City Manager Performance Review by Commissioners (Commissioner Czyszczon) – **Not addressed.**

I.9 Purchase of Shade Structure for Rosselli Park Playground (Vice Mayor Vasquez)

Vice Mayor Vasquez expounded on the need for sunshades in Rosselli Park and asked Parks and Recreation Director Cathy Hayduke to explain the different options contained in background material. Director Hayduke reviewed the different products. Vice Mayor said both options provided full coverage, but the mega shade was more cumbersome to remove in the event of a hurricane. Director Hayduke believed both options provided equal amounts of shade. Vice Mayor Vasquez asked if the cost included removing the sunshade in the event of a hurricane. Director Hayduke said she had confirmed removal was included. Commissioner Dickey reflected on past objections and observations of Rosselli Park and other uncovered parks in the City and wanted that type of item to be budgeted ahead of time. Commissioner Clark did not want to approve any unbudgeted items unless critical infrastructure was corrected first and commented on seawall disrepair.

Commissioner Czyszczon thought the equipment was a lot of money, suggested planting a large tree for shade for lesser costs, understood how important shade on playground was, and reiterated the cost was too high. Mayor Doctor called for public comment.

Mr. West Evans, Isle of Palms, believed the past item was around \$200,000, felt the children could wait for shade, and believed the better focus was critical infrastructure.

Mr. John Peterson, Isle of Capri, asserted the playground was unusable and there used to be many children playing and said the shade was imperative.

Ms. Marie Barba, Sunset Beach, suggested planning the item for the next fiscal year.

Commissioner Dickey liked Commissioner Czyszczon's suggestion of planting a tree and wanted the City Manager to look into that option. City Manager Van Zant reflected on a past experience with downed trees and would investigate the option. Mayor Doctor believed the item needed to be placed in the upcoming budget. Vice Mayor Vasquez appreciated the consideration. Commissioner Czyszczon wanted the Commission to agree to evaluate the costs of tree replacement; there was consensus.

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)

Attorney Brookes explained the item background, details, and pros and cons of moving forward. Mayor Doctor supported the master plan, emphasized the master plan proposers had agreed a master plan and PDs could be done in tandem, wanted the processes to run together, asserted the PD process would take time, and stated most cities have PD options.

Commissioner Dickey noted a PD could request more height or density, but it would require a comprehensive (comp) plan amendment. Attorney Brookes said a small-scale planning amendment could be handled in conjunction with the PD. Commissioner Dickey referred to a presentation, as contained in background material, and was okay with moving forward with PDs if it included the guard rails listed in the presentation.

Asserting the Thunderbird Hotel rebuild was not connected to a PD, Vice Mayor Vasquez asked the City Attorney for confirmation that increased height/density requests did not have to be accompanied by a PD application. Attorney Brookes agreed and said a comp plan amendment could be brought forward at any time. Vice Mayor Vasquez felt the Thunderbird Hotel application did not provide enough public benefit, stated PDs were not necessary for a developer to request increased height/density, agreed PDs should not be in residential areas, and remarked on the potential findings of a feasibility study.

Commissioner Clark requested confirmation that PDs did not mean an automatic height or density increase. Attorney Brookes said PDs could require developments meet height/density requirements. Commissioner Clark argued it did not make sense that developers could not build 5 floors over 1 elevated floor (5-over-1) but could develop at 5-over-1 while providing public benefits, spoke on Rosemary Beach, and felt the master plan would provide guidance on development, but did not understand why the Commission would pursue PDs right now.

Mayor Doctor called for public comment.

Mr. Richard Harris, 374 Bay Terrace, said the item was just to prepare an ordinance for consideration, argued in support of PDs, noted projects would be vetted by the Planning and Zoning Board, and believed PDs made projects more difficult for developers.

A letter from Ms. Diana Crabill was submitted into the record.

Mr. Grant Smith, 55 79th Terrace, did not trust the PD process considering the poor judgement of the Commission; felt there needed to be clear standards, which may be provided by the master planner; wished the Commissioners who wanted increased height and density would own that point of view; and did not like the assertion there were no amenities in the City.

Ms. Donna Jollimore, Thunderbird Hotel Manager, said something had to happen or the owners of the hotel would begin reassessing the use.

Mr. Marvin Shavlan, 220 108th Avenue, was under the impression that the Thunderbird Hotel should have had the chance to negotiate public benefits, stressed the City needed PDs, believed the Master Plan would take 18 months and the PD an additional 6-months, expounded on potential timelines, and asserted a new hotel would take 5 years to build.

Ms. Ingrid Robert, Isle of Palms, asked what happened to Mr. Jim Brainard, felt he would have been able to help the City, said the City had a good opportunity to rebuild, and reasserted Mr. Brainard should be brought back.

Mr. West Evans, Isle of Palms, reminded the Commission that Mr. Jim Brainard came in September and gave a presentation and claimed he would have a master plan in 60-90 days but it was shot down because of underground parking, stated Mr. Shavlan had spoken on 12-story buildings and didn't trust the LPA to turn down high buildings, did not like the way the master plan firm had been selected, and claimed the community did not trust the Commission.

Ms. Marie Barba, Sunset Beach, did not like PDs and did not want to see increased height and spoke on the past referendum restricting height and density and a previous master plan.

Mr. Andrew Vasey, District 2, said the City Attorney should explain the comp plan changes could be changed within 30 days, said Mr. Brainard had spoken to the Thunderbird Hotel lawyers about financing, and touched on negotiating public benefits and the past Thunderbird Hotel comp plan amendment.

Ms. Sarah Pennington, Isle of Palms, lauded Commissioner Dickey's presentation, asserted there was no trust from the community for the Commission, and said the City Attorney did not list any cons for PDs.

Vice Mayor Vaquez moved the City Commission direct the City Manager and City Attorney and staff to draft a proposed planned development enabling ordinance and to initiate the required public review process, including public hearings before the Local Planning Agency and the City Commission, seconded by Commissioner Czyszczon.

Commissioner Czyszczon reiterated the master plan was a waste of money and time, but if it had to be done it should not be limited to private properties and it should be paid for by the County, and believed the PD should move in parallel with the master plan. Commissioner Dickey objected to the item because residents did not want it, supported PDs but wanted the safeguards, and suggested adding the safeguards to the ordinance. Mayor Doctor did not agree with adding the safeguards since there had not been time to evaluate them.

Commissioner Clark was okay with the safeguards but was confused because PDs would not speed up development of the Thunderbird Hotel and would vote with the residents and not support a PD and feasibility studies and master plans should come first.

Vice Mayor Vasquez believed the Thunderbird Hotel would come back with a similar plan and the City would be better able to negotiate, countered the claim she was told to vote down the Thunderbird Hotel at the second reading, wanted to move parallel with the master plan,

emphasized the item was to move forward with the process of reviewing a PD ordinance, and said the cities listed in Commissioner Dickey's presentation that did not have PDs were residential.

Attorney Brookes said the safeguards were land use categories, not necessarily regarding zoning; reviewed the process the ordinance would need to go through; and said the effective date could be delayed.

Mayor Doctor reiterated he was not comfortable with the safeguards. Commissioner Clark stated he still wanted a master plan. Vice Mayor Vasquez said she was not referring to the Commission, but the public voiced concerns.

On prompt from Mayor Doctor, **Vice Mayor Vasquez restated the motion to move the City Commission direct the City Manager, City Attorney, and staff to draft a proposed PD-enabling ordinance and to initiate the required review process including public hearings before the LPA and the City Commission, seconded by Commissioner Czyszczon. The motion carried three to two; Commissioners Clark and Dickey voted no.**

J. CITY MANAGER AND CITY ATTORNEY REPORT

City Manager Van Zant noted there was a meeting with the St. Petersburg staff to discuss the municipal lot and the legislative session concluded without a budget. Mayor Doctor asked for audience silence. City Manager Van Zant said the Public Safety Facility meeting was productive and the City would have a better idea on what funding was required once the budget was passed, touched on pavilion reconstruction and Treasure Bay, and relayed the first negotiation meeting had occurred with Ralftelis.

City Attorney Brookes had no report.

Vice Mayor Vasquez asked if there would be a ceremony for the Pavilion reopening.

K. COMMISSIONER REPORTS

Vice Mayor Vasquez spoke on Spring Break visitors and praised the City.

Commissioner Clark had no report.

Commissioner Czyszczon requested Item I.5. be added to the next agenda and asked the City Attorney for clarification on what could be discussed in a meeting. Attorney Brookes said the item might have been on topic. Commissioner Czyszczon said he would bring back a Treasure Bay presentation and noted he was not getting communication from the City Manager.

Commissioner Dickey said he would continue supporting resident views and appreciated being voted in again.

Mayor Doctor echoed that spring breakers seemed to be enjoying themselves.

L. ADJOURNMENT

The meeting was adjourned at 8:54 p.m.

John Doctor, Mayor

Attest:

Lisa-Marie V. Kennedy, City Clerk



**BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, APRIL 21, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706**

Minutes

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commissioner Czyszczon asked the March 7, 2026, Regular Meeting minutes include a detailed account of his questions. Mayor Doctor asked Commissioner Czyszczon to move the comment to the Commissioner Report section of the agenda. There were no changes.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Recognitions-Pinning Ceremony (Completion of 1 year Probationary)

Fire Chief William Barrs presented the pinning ceremony, celebrating the completion of Firefighter Travis Deberry probationary year.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Mark Hohe, 225 104th Ave, said the day was supposed to be election day, inquired about the code enforcement process, noted Treasure Island Yacht Club property issues, wanted enforcement on commercial properties, and complimented the car show.

Mr. Robert Bozo, Isle of Carpi, thanked staff and would like to see the Community Development Department Director position filled.

Ms. Marie Barbra, resident, expressed concerns regarding master plans only addressing private property and questioned why some private properties were not included, asked why should local tax payers have to pay for the bridge maintenance, and said there was no contract regarding no tolls on the bridge,

Mr. Scott Mckenny explained Planned Development (PDs) would be an extra tool that allowed for negotiation, asked for the opportunity for it to be implemented, and suggested different places that could use PDs.

Mr. Rick Matthews, 225 104th, said there were many damaged docks that needed to be cited for code enforcement.

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: March 3, 2026, Regular Meeting, and March 10, 2026, Special Meeting.

Vice Mayor Vasquez moved to approve the minutes as written, seconded by Commissioner Czyszczon, and carried five to zero.

G. CONSENT AGENDA

G.1 Authorize the City Manager to sign a contract renewal with M.T. Causley for Building Department Services.

G.2 Authorize the City Manager to sign a contract renewal with Joe Payne Inc. for supplemental Building Department Services.

G.3 Approve and Authorize the City Manager to Execute an Amendment to the Interlocal Agreement with Pinellas County for the NPDES Florida Department of Environmental Protection Annual Regulatory Program and Surveillance Fee

Vice Mayor Vasquez moved to approve the Consent Agenda, seconded by Commissioner Dickey, and carried five to zero.

H. ITEMS OF BUSINESS

H.1 Ordinance 2026-11, Budget Amendment Commercial Redevelopment Master Plan

City Attorney Ralf Brookes read Ordinance 2026-11 by title only.

Vice Mayor Vasquez moved to approve 2026-11, seconded by Commissioner Clark.

Commissioner Czyszczon questioned the timeline for reimbursement of the \$200,000. City Manager Charles VanZant answered there was not a firm date and the City would apply when the application opened. Mayor Doctor called for public comment.

Ms. Marie Barbra, resident, suggested adding additional areas to the master plan and mentioned a PD that pirate square uses.

Mr. Mark Hohe, 225 104th Ave, wanted the Commission to watch the Local Planning Agency (LPA) meeting, said the LPA was undermining the master plan and the PD ordinance was to circumvent the master plan.

Commissioner Czyszczon said the Commission rejected adding City parcels to the master plan scope. Commissioner Dickey said the Yacht club was covered by the master plan. Vice Mayor Vasquez inquired if public properties were added would the process have to start over again. Attorney Brookes said there may need to be a change of order, explained the process would not have to be restarted and said it could be done moving forward as an addition. City Manager Van Zant said if the item was approved then there would be a meeting the next day with Raftilis and

could explore adding public properties. Vice Mayor Vasquez was in favor of adding public properties. Commissioner Clark said city properties could be added on later. Mayor Doctor, Commissioner Clark agrees with Commissioner Clark.

The motion passed four to one with commissioner Czyszczon voting no.

H.2 Reorganization of Public Works

City Manager Vanzant explained he has brought forward the positions with change of titles and job descriptions to match the city needs. He explained the assistant director would be replaced with a civil engineer so that we would not have to outsource. Vice mayor Vasquez asked about the assistant city manager position. Van Zant explained that TI has two and was only used if he was out sick or on vacation. Commissioner Dickey asked no new positions were being included and no pay increases. Manager Van Zant explained that titles would change, said Director Volenec would get a 5% increase, and said the Public Works Manager would be able to get an increase as he has topped out his pay bracket. Commissioner Czyszczon asked if an organizational chart could be emailed.

Vice Mayor Vasquez moved to approve the reorganization of Public works; seconded by Commissioner Dickey and passed five to zero.

H.3 Authorize the Termination of the Design-Build Contract with CORE Construction Services of Florida, LLC, and Award the Design-Build Contract for the Public Safety Facility to Biltmore Construction Company.

Attorney Brookes said the motion would need to add the standard contract addendum. **Vice Mayor Vasquez Authorize the Termination of the Design-Build Contract with CORE Construction Services of Florida, LLC, and Award the Design-Build Contract for the New Public Safety Facility to Biltmore Construction Company; seconded by Commissioner Dickey.** Mayor Doctor called for public comment.

Mr. Mark Hohe, 225 104th, explained the previous contractor costs were high and said the cost of the project would be significantly higher than previously thought, said to give the same urgency to

The motion passed five to zero.

H.4 Treasure Bay Living Shoreline (Commissioner Czyszczon)

Commissioner Czyszczon inquired how far behind the project was and how far over budget. Manager Van Zant got a timeline of the Living Shoreline and said that the answer may need to be given at a later date. Commissioner Dickey said the only item over budget was 124,000 but was covered in the contingency plan and the living shoreline was underbudgeted by including the contingency plan and that the living shoreline was complete. Commissioner Czyszczon said seeding was an issue as the sea oats seemed to be dying and noted city staff was still working on irrigation. Director Volenec said the total price was about 2.7 million and roughly half was grant money, explained the project was taking longer than expected due to riprap on the shoreline. Commissioner Dickey would like to see it open as soon as possible. Vice Mayor Vasquez inquired about the timeline of opening. Mayor Doctor called for public comment.

Ms. Marie Babra, questioned why the living shoreline was not open,

Mr. West Evans, Isles of Palms, fears that the seawall won't have any sea life on it, and questioned what the ultimate goal was with the seawall.

Commissioner Czyszczon would like to start a discussion with the living shoreline. Vice Mayor Vasquez would like to add public property due to residents wanting to move forward with Treasure Bay. Commissioner Dickey suggested scheduling a workshop for Treasure Bay. Manager Vanzant suggested the workshop be held on June 2nd. Commissioner Clark expressed disdain for the living shoreline.

H.5 Summer Program – Financial Report (Commissioner Czyszczon)

CFO Ortiz presented a presentation detailed in the background material.

Ms. Sara Pennington, District 2, was disappointed with the personnel cost, would like to reduce personnel cost and believed it should be revenue neutral or make money on the camp. Answering Ms. Pennington, CFO Ortiz said the personnel cost was only for summer camp.

Vice Mayor Vasquez noted the children include employee children. Commissioner Czyszczon asked to track how many children were from employees. Manager Van Zant inquired if the goal was to be revenue neutral or to make profit. Commissioner Clark said it should be revenue neutral but does not believe that would happen in one year. Vice Mayor Vasquez would like to look at the numbers after camp next year. Prompted by Commissioner Dickey, CFO explained the yearly was increased but the weekly was not increased.

I. CITY MANAGER AND CITY ATTORNEY REPORT

Manager Van Zant presented as detailed in the background material. Attorney Brookes had no report.

J. COMMISSIONER REPORTS

Vice Mayor Vasquez thanked the Police and Fire department for an incident in Sunset Beach, said recent community events went well, advertised Sports Fest event, noted an annual wine tasting event and mentioned a boat parade for 250 years of freedom.

Commissioner Clark thanked recreation department and residents who helped with the Pickle Ball court, said an Isle of Palms meeting would be in two weeks, and inquired about an update on the Lift Stations. Manager Vanzant said the update would be on May 19th workshop.

Commissioner Czyszczon would like to add west causeway official entrance to treasure island due to Yacht club, waste club temporary storage, right side vendor and contractors were using it as an express way to get onto treasure lane, would like to see some progress on west causeway. Noted H.3 had a lot of changes. **Czyszczon moved to changes to commission agenda packet including revisions made after initial publication be clearly identified using redlined or highlighted formatting and that all such updated be made publicly available in the same manner as the original packet to ensure transparency for both the commission and the public; Seconded by vice mayor Vasquez.** Prompted by Vice Mayor Vasquez, Commissioner Czyszczon explained he wants to see and know what changes were made to the agenda and agenda material. City manager Van Zant asked if track changed in a word document would suffice. Mayor Doctor called for public comment.

Mr. Mark Hohe ,District 3, noted the LPA meeting and said that the LPA was undermining the Commission.

Ms. Marie Babra explained track changes.

The motion passed five to zero.

Commissioner Czyszczonek asked for the April 7th minutes to fully and accurately depict what he said during his commissioner comments and wanted to include the exchange with Manager Van Zant.

Commissioner Dickey explained that 37% of residents paid less than \$1000 for city property taxes, 70% pay less than \$2000, 88% pay less than \$3000 in city property taxes and 12% pay more than \$3000 with 56% of those households were not fulltime residents that paid more than \$3,000.

Mayor Doctor said American legion was reopening fully.

K. ADJOURNMENT

The meeting adjourned at 7:37

John Doctor, Mayor

Attest:

Tia Payton, Deputy City Clerk



**BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, APRIL 21, 2026 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706**

Minutes

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 5pm and led in the pledge of allegiance.

B. ROLL CALL

Present:

John Doctor, Mayor
Tammy Vasquez, Vice Mayor
Chris Clark, Commissioner
Arthur Czyszczon, Commissioner
Arden Dickey, Commissioner

C. DISCUSSION

C.1 Public Safety Facility (Vice Mayor Vasquez)

Reflecting on the cancelation of the CORE contract, Vice Mayor Vasquez wanted to know what next steps for the Public Safety Facility, if the grant from the State was in jeopardy, and why the City was going to the next group. Public Works Director Gary Volenec explained the request for procurement (RFP) process; noted the selected firm, CORE Construction was not RFP had a target budget, a maximum price, and a maximum timeframe; explained CORE Construction's trajectory was not aligned with CORE Construction due to budget and schedule, CORE Construction sent a letter explaining they would not be able to continue with the project and staff reached out to Biltmore Construction who were able to meet the RFQ objectives. Director Volenec further explained Biltmore Construction had been responsive and attentive to the city needs; believed that it was sound judgement to continue with Biltmore. Vice Mayor Vasquez asked to explain what precast construction was. Director Volenec explained the project would be pre-casted off site and assembled at the site, said floor plans were already developed, and said cost would be cut. Vice Mayor Vasquez noted she wanted to have the explanation before the meeting and inquired if Biltmore would come in at a lower cost. Director Volenec answered yes and noted Biltmore commitment. Vice Mayor Vasquez inquired if the grant had an expiration date. Chief Financial Officer Victor Ortiz answered yes and said Biltmore would be able to build before the expiration date. Vice Mayor Vasquez noted the importance of building the Public Safety Facility and explained the importance of starting to build to get grant money. Commissioner Clark inquired about switching from one contract to another. Director Volenec explained the city wanted to parts ways once things did not align and said the target budget was 8 million dollars. Commissioner Dickey asked for the 3

different scenarios from the letter to CORE Construction meant. Director Volenec said the design build criteria included floor plans and lists of rooms required which created an estimated square footage and explained the construction company did not look at the square footage presented which included the hallways. Director Volenec recited Biltmore was favorable. Vice Mayor Vasquez inquired if they were doing the preform. Commissioner Dickey answered no they were laying the foundation and noted the building would be under 1000 per sqft.

D. PUBLIC COMMENT

Mr. Mark Hohe, 225 104th Ave, said the numbers should go into record, inquired if CORE Construction number were partially correct, questioned if there was a not to exceed number with Biltmore, questioned if it was possible to completed the construction in the wanted time frame, inquired what the city would do if not granted the state funding, explained he was not found of the architect, and expressed concerns for the cost being exceeded.

Mr. Robert Bozo, Isle of Capri, inquired how another city was paying for a fire station being built, explained timing matters, said a budget was needed, and that the building needs to be built as quickly as possible.

Ms. Sara Pennington, District 2, expressed gratitude for Director Volenec and questioned a projected cost would be given, would it have to be approved by the commission, asked what options would be available. She inquired if it would be feasible to put the police department on the fourth floor and city hall. Director Volenec explained the cost would be given 90 days after the NOC. Mayor Doctor explained the cost would come before the commission.

Vice Mayor Vasquez inquired if a debt service presentation was given. CFO Ortiz explained an upcoming workshop would go over the debt service. Vice Mayor Vasquez noted that cities were more likely to get grant money from the state if they had already broken ground, explained state funding could be continuously given eat year, and said the city would have to plan for not getting state funding or grants.

Commissioner Dickey explained the city would not have to borrow money and would be able to pay as the project goes along. Commissioner Clark inquired when the cost would be given. Director Volenec explained Biltmore would bring a cost forward and prompted by commissioner Clark answered that Biltmore could come back with a higher price.

E. ADJOURNMENT

The meeting adjourned at 5:41 pm

John Doctor, Mayor

Attest:

Tia Payton, Deputy City Clerk



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: David Green, Administration

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: General Public Services Subrecipient Agreement for Street Outreach & Engagement Services

BACKGROUND: The Life Intervention Focus Team (LIFT) program was started by the Treasure Island Police and Fire Departments in 2019 as a community-focused way to connect people in need to critical services. The program largely impacts our homeless population in a positive way and, to further the program, it was determined that a case worker or outreach & engagement specialist was needed. This part-time position is familiar with the large nonprofit system providing resources to those in need and saves time of the police and fire departments, which previously performed this work. These issues impact people across the country and, in order to both educate and advocate for real solutions, there was a need to obtain help from a community board to oversee the program and raise funds to offset the costs associated with the contract. The LIFT Board was created for this purpose and is made up of 7 appointed board members who volunteer their time.

Services were previously provided under a 2-year contract that expired in June 2025. The new contract will restore services effective June 1, 2026 for a period of one year with options to renew for two additional 1-year periods.

POLICY/PURPOSE: To review and approve the proposed Agreement between the City of Treasure Island and Directions for Mental Health (dba Directions for Living) for Street Outreach & Engagement Services that will provide resources, services, and special

needs to homeless and vulnerable citizens in Treasure Island.

**STRATEGIC PLAN
RELEVANCE:**

Community: Goal 2: Maintain a Safe Community (for everyone), Provide meaningful outreach programs.

ANALYSIS/DISCUSSION:

The LIFT Board is made up of dedicated residents and business owners that have come far since its inception, however, it will take time to create and organize fundraising events to fully cover the cost of services. Restoring Street Outreach & Engagement Services is a crucial component of supporting the Treasure Island community and people in need. Directions for Living is a community-based, nonprofit organization providing behavioral health care and homeless services across Pinellas County.

FUNDING:

The previous contract expired in June 2025 and the estimated annual cost increased to a level that requires formal solicitation. The new contract amount is \$53,053 for each of the next three years (base year plus two 1-yr renewal options). The FY2026 budget includes \$43,830 for Street Outreach & Engagement Services in the non-departmental program budget (001-5191-31200 professional services) but none has been spent yet. Consequently, there are sufficient funds this year to pay for the first 4 months of a new contract. Remaining months will be budgeted in FY2027.

Additionally, the LIFT Board is tasked with raising funds to cover or help offset these costs.

MOTION:

I move to approve / deny the General Public Services Subrecipient Agreement between the City of Treasure Island and Directions for Mental Health for Street Outreach & Engagement Services.

ATTACHMENTS:

[PE Agreement D4L 26-010.pdf](#)

[Directions for Living Proposal.pdf](#)

[26-010-RFP-Street Outreach & Engagement Services.pdf](#)

GENERAL PUBLIC SERVICES SUBRECIPIENT AGREEMENT

This General Public Services Subrecipient Agreement (the Agreement), made and entered into this 1st day of June, 2026, by the City of Treasure Island, Florida, a municipal corporation of the State of Florida (the "City"), and Directions for Mental Health, Inc. _____ (the Subrecipient), having its principal address at 1437 South Belcher Road, Clearwater, FL 33764 (collectively, the Parties).

WITNESSETH:

WHEREAS, the City desires to use funding to support projects and programs that support the goal of providing resources, services; and special needs related supportive services to homeless and vulnerable citizens located within the geographic boundaries of the City; and

WHEREAS, Subrecipient is known as the leader in mental health providers for homeless populations in Pinellas County and currently operates a homeless street outreach model, which is designed to reduce chronic homelessness by focusing on connecting people who are homeless to housing and resources; and

WHEREAS, the City desires to provide \$53,053 from its general fund to Subrecipient for retention of a Bachelor's Prepared Street Outreach & Engagement Specialist who shall be employed full-time by the Subrecipient and divide his/her hours of work equally at the City to provide additional homeless street outreach services (the Services); and

WHEREAS, the City has determined that it would be in its best interest to fund the procurement of the Services from Subrecipient because Subrecipient also administers these services for other jurisdictions in Pinellas County and can provide a continuity of services that meets the transient nature of the homeless population and vulnerable citizens to be served by the Services; and

WHEREAS, the monies hereby contributed to the Services from the City's fund will be drawn from a total fund not to exceed \$53,053 to be paid hereunder on a monthly invoice basis in accordance with this Agreement; and

WHEREAS, the provision of the Services supports the goal of providing resources, services, and special needs related supportive services to homeless and vulnerable citizens located within the geographic boundaries of the City.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, understandings, undertakings, representations, and promises, and for other good and valuable considerations the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. RECITALS. The above recitals are true and correct and incorporated herein by reference.

II. SCOPE OF SERVICES.

- A. **PERFORMANCE/AGREEMENT TERM.** The Services of the Subrecipient under this Agreement shall commence on the Effective Date for a term of one (1) year (the Agreement Term). This Agreement may be extended by two additional one (1) year terms upon mutual agreement of the Parties.
- B. **COMPENSATION.** The City will pay Subrecipient a total sum of \$53,053 inclusive of all costs annually. Said payments will be paid on a monthly invoice basis. Subrecipient shall invoice the City once per month for an amount not to exceed \$4,421.08 each per month. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City being invoiced. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City reserves the right to disapprove requests for payment that are not consistent with the terms of this Agreement and/or that do not, in the sole discretion of the City, provide adequate documentation of services and/or materials rendered. The City shall not reimburse the Subrecipient for any expenditures in excess of the amount budgeted without prior approval or notification.
- C. **ACTIVITIES.**
1. The Subrecipient will be responsible for administering resources, services, and special needs related supportive services to homeless and vulnerable citizens in a manner satisfactory to the City. The Subrecipient shall provide a Street Outreach & Engagement Specialist, as defined in Attachment A, who will work in partnership with the City in accordance with the attached Scope of Services included in Attachment A. The target population for services is set forth in Attachment A. The Subrecipient shall be responsible for administering the Services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.
 2. The Subrecipient shall provide monthly performance reports of summarizing activity performed pursuant to this Agreement as reported in the HMIS system and submitted no later than 30 days after the end of each calendar month. These reports must include success narratives and be provided to the Life Intervention Task Force of Treasure Island board. Additionally, Subrecipient shall provide monthly reports to the Life Intervention Task Force of Treasure Island board regarding the activities performed by the Subrecipient under this Agreement.

III. NOTICES.

- A. Notices required by this Agreement shall be in writing and delivered via mail, personal delivery or electronic mail. Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.
- B. Communication and details concerning this Agreement shall be directed to the following representatives:

Directions for Mental Health, Inc.
1437 South Belcher Rd.
Clearwater, FL 33764
Attn: April Lott
alott@directionsforliving.org

City of Treasure Island
Charles Van Zant, City Manager
10451 Gulf Boulevard
Treasure Island, FL 33706
cvanzant@mytreasureisland.org

With required copy to:
Gretchen R. H. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, FL 32789
bvose@voselaw.com

IV. GENERAL CONDITIONS.

- A. **GENERAL COMPLIANCE.** The Subrecipient agrees to comply with all applicable federal, state, and local laws, regulations, and policies governing the Services and the funds provided under this Agreement. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. **RELATIONSHIP OF PARTIES.** Nothing Contained in this Agreement is intended to, nor shall be construed in any manner as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation. The Subrecipient has determined that the compensation paid by the City under this Agreement is sufficient to fund the Subrecipient's obligations to perform the services under this Agreement, including but not limited to funding expenses associated with employer benefits, insurance, retirement, FICA, etc. Should the Subrecipient incur additional funding obligations to perform the services under this Agreement,

the City is in no way responsible for paying any additional compensation associated with those funding obligations.

- C. E-VERIFY. The Subrecipient shall use the Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by the Subrecipient throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by the Subrecipient, regardless of compensation, to perform work under this Agreement.
- D. AMENDMENTS. The Parties may amend Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each of the Parties. The City may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by all of the Parties.
- E. DEFAULT.
 - 1. Subrecipient will be in default of this Agreement if Subrecipient materially fails to perform under this Agreement, examples of which include, but are not limited to:
 - i. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, policies or directives as may become applicable at any time;
 - ii. Failures for any reasons to fulfill in a timely and proper manner, its obligations under this Agreement; or
 - iii. Ineffective or improper use of funds provided under this Agreement.
 - 2. The City will be in default of this Agreement if the City materially fails to perform under this Agreement, examples of which include, but are not limited to:
 - i. Failure to pay an invoice from Subrecipient in accordance with Section II of this Agreement.

F. TERMINATION.

1. This Agreement may be terminated for convenience by the City or Subrecipient upon thirty (30) days' written notice by the terminating party. Upon termination, Subrecipient shall return any monies paid by the City for time periods beyond the date of termination. The Subrecipient is entitled to be compensated for any periods of work performed prior to the effective date of termination pursuant the Agreement.
2. Any party may terminate this Agreement for cause at any time immediately upon written notice to the other party if another party: (a) fails to fulfill or abide by any of the terms or conditions in this Agreement; (b) fails to perform in the manner called for by this Agreement; or (c) does not provide work or services in accordance with specifications under this Agreement. The terminating party shall provide written notice to the other parties, detailing the breach and providing thirty (30) days in which to cure the breach. If, upon expiration of the cure period, the breach is not cured, this Agreement shall be deemed terminated as of the date of such expiration.

G. DISCRIMINATION. Subrecipient shall comply with all federal, state, local and city anti-discrimination laws during the term of the Agreement. Upon receipt of evidence of such discrimination the City shall have the right to immediately terminate the Agreement without having to fulfill the terms and conditions remaining on the Agreement.

H. INDEMNIFICATION. The Subrecipient agrees to assume liability for and indemnify, hold harmless, and defend the City, its board members, officers, employees, agents and attorneys from and against all liability and expense including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of the City, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of the City, its officers, employees, agents and attorneys. This includes claims made by the employees of Subrecipient against the City, and Subrecipient hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Subrecipient's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Subrecipient shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such

defense, shall appoint lead counsel, in each case at the Subrecipient's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Subrecipient of any of its obligations hereunder. If Subrecipient assumes control of the defense of any third-party claim in accordance with this paragraph, Subrecipient shall obtain the prior written consent of the City before entering into any settlement of such claim.

Notwithstanding anything to the contrary in this Section, Subrecipient shall not assume or maintain control of the defense of any third-party claim but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) Subrecipient has failed or is failing to prosecute or defend vigorously the third-party claim. Each of the Parties shall cooperate and cause its agents to cooperate in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

I. INSURANCE.

1. Worker's Compensation. The Subrecipient shall provide worker's compensation insurance coverage in compliance with Florida Statutes, which shall be maintained in force during the term of this Agreement for all employees, subcontractors, or other persons engaged in the work under this Agreement and shall not be less than:

Coverage A: Workers Compensation	Statutory benefits
Coverage B: Employers Liability	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

2. General Liability. Subrecipient, at its sole expense, shall keep in force during the Agreement Term, insurance from an insurance company licensed in the State of Florida and rated A, Class X or better by A.M. Best. Subrecipient's insurance shall be considered primary. The required insurance shall be evidenced by a Certificate of Insurance, which must be submitted to, and approved by the City prior to the Effective Date of this Agreement. The Certificates of Insurance shall bear the requisite endorsements providing for the "City of Treasure Island, its officials and employees," as Certificate Holders and additional insured and shall further provide for waiver of subrogation by Subrecipient where applicable. The Certificate(s) shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes, the Certificates shall include a reference to this Subrecipient.

Current, valid insurance policies meeting the requirements herein identified shall be maintained by Subrecipient for the duration of the Agreement and any extensions or renewals. Renewal certificates shall be provided to the City no less than thirty (30) days prior to any expiration date. Subrecipient shall provide immediate notice of any cancellation, non-renewal or adverse change to the policy or policies required to be obtained or maintained pursuant to this Agreement that is by the Subrecipient. Subrecipient shall immediately forward to the City any notice it receives of any cancellation, nonrenewal or adverse change to any policy that is initiated by the insurer(s). If requested by City, Subrecipient shall furnish complete copies of all insurance forms and/or endorsements.

The City reserve the right to request additional information it deems necessary and at a frequency it deems necessary, to confirm the requisite insurance remains in effect; at the required amount for the duration of this contract and/or any extensions or renewal thereof. Receipt of Certificates or other documentation of insurance policies or copies of policies by the City or by any of their representatives which indicate less coverage than required by this Agreement shall not constitute waiver of Subrecipients obligation to fulfill the requirements of this Section.

Subrecipient shall provide on forms no more restrictive than the latest edition of those filed by the insurance services office, the following types/amounts of insurance:

General Liability

Commercial General Liability per occurrence	\$1,000,000
Damage to Premises	\$300,000
Medical expenses (Any one person)	\$5,000
Personal & Adv Injury	\$1,000,000
General Liability Aggregate	\$2,000,000
Motor Vehicles – Combined Single Limit	\$1,000,000

Failure to comply with this requirement shall subject this contract to immediate cancellation.

- J. **ASSIGNABILITY.** Subrecipient shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement without the prior written approval of the City. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Subrecipients responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements. Subrecipient shall not pledge, mortgage this award or any interest therein or any claim arising thereunder, to any party or parties, bank, trust companies, or other financing or financial institutions without the written approval of the City.

- K. **WAIVER.** No forbearance on the part of any of the parties shall constitute a waiver of any item requiring performance by another of the parties hereunder. A waiver by one of the Parties of any other of the Parties performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of all Parties.
- L. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
- M. **VENUE AND CHOICE OF LAW.** This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit or other proceeding arising out of or relating to this Agreement shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for state actions and exclusively in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.
- N. **ELECTRONIC SIGNATURE.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten Signature.
- O. **NO THIRD-PARTY BENEFICIARY.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, nor shall it be construed as enforceable by any third parties.
- P. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
- Q. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Subrecipient on behalf of the City, Subrecipient shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs 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 term of this Agreement and following completion or termination of this Agreement, if Subrecipient does not transfer the records to either of the Cities in accordance with (d) below; and (d) upon completion or termination of this Agreement; (i) if either of the Cities, in its sole and absolute discretion, requests that all Public Records in possession of Subrecipient be transferred to the City,

Subrecipient shall transfer, at no cost, to the Cities, all Public Records in possession of Subrecipient within thirty (30) days of such request or (ii) if no such request is made by the City, Subrecipient shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Subrecipient transfers all Public Records to the Cities pursuant to (d)(i) above, Subrecipient shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within-thirty (30) days of transferring the Public Records to the Cities and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Subrecipient keeps and maintains Public Records pursuant to (d)(ii) above; Subrecipient shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from City's custodian of public records, in a format that is compatible with the information technology of the City. If Subrecipient does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Subrecipient is acting on behalf of the City.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

The City of Treasure Island

City Manager

ATTEST:

City Clerk

CONTRACTOR


By: April Lott, LCSW

As its: President & CEO

Attachment A
Scope of Services

The Subrecipient shall provide a part-time Street Outreach & Engagement Specialist who will work in partnership with the City's staff. The target population for Services under the Agreement includes any homeless person living on the street or other places not meant for human habitation within the City's boundaries (such as cars, parks, sidewalks, abandoned buildings, etc.). In addition, the target population includes vulnerable and at-risk City residents who need increased access to programs, services, and housing through cooperative partnerships between the City and community.

The primary objectives of the Agreement are as follows:

1. To relieve stress of the poor, distressed, and underprivileged
2. To advance the availability and access to social services
3. To increase access to emergency or sustainable housing to residents and the homeless in need.

Target Population

The target population includes street homeless individuals with priority toward chronically homeless individuals. In addition, the target population includes vulnerable and at-risk City residents who need increased access to programs, services, and housing through cooperative partnerships between the City and community. Subrecipient shall ensure that services are equitable to underserved, socially disadvantaged, and ethnically diverse groups which include services that are culturally and linguistically appropriate.

Transportation

The Subrecipient has agreed that the Street Outreach & Engagement Specialist will use their personal vehicle to travel to the City and perform all related tasks under this Agreement. Transporting individuals in the Street Outreach & Engagement Specialist personal vehicle is the exception. The Street Outreach & Engagement Specialist will work in partnership with other City employees to arrange transportation for individuals served under this Agreement, as needed.

Street Outreach & Engagement Specialist

One part-time or part-time equivalent (minimum 20 hours per week) Street Outreach & Engagement specialist position will be assigned to perform the work under this Scope of Services. This is a professional position that will provide street outreach and engagement to individuals and families who are homeless or at risk of becoming homeless. Additionally, support may be provided to at-risk and vulnerable members of the City. The Street Outreach & Engagement Specialist is responsible for developing professional and supportive relationships with homeless and vulnerable persons, providing ongoing engagement and contact to develop rapport and trust with clients to encourage a commitment from them to work towards creating an effective housing and self-sufficiency plan for long-term housing, establishing, and maintaining effective rapport with community partners and the City; and utilizing flexible and trauma-centered approaches to most effectively respond to acute and chronic concerns.

Services and support offered will include:

1. Making basic contact with homeless individuals and families;
2. Conducting assessments such as a coordinated prioritization assessment;

3. Addressing basic needs such as food, clothing, supplies and obtaining a valid ID;
4. Providing linkage to crisis stabilization, healthcare, and substance abuse and mental health treatment;
5. Providing connection or referrals and advocacy to case management and other long-term services, as determined in coordination with the City;
6. Follow up with homeless individuals and their families to find shelter for them;
7. Assist homeless individuals and families with completing applications for the Pinellas County Health-Program;
8. Assist homeless individuals and families with completing the VI-SPDAT to ensure that such individuals and families are on the list for RRH (HUD's Rapid Re-Housing Program); and
9. Making contact with vulnerable or at-risk members of the community and working with them receive accesses to relevant services and support.

This position will work closely with designated staff members from the City and collaborate with other community service providers externally to provide complete comprehensive services. This position will be primarily field based. The Street Outreach & Engagement Specialist will be experienced working with at least one of the priority populations, such as persons with substance abuse addition and/or mental illness. Hours will be flexible, to include evening and weekends. Work will be required at the discretion of the designated staff members of the City.

The Street Outreach & Engagement Specialist must be willing and able to provide vital support and essential services to the residents of the City in the event of an emergency, pandemic or other disaster situation. Essential employees may be required to work in the field, be "on call" and/or be available and able to work remotely providing telehealth services depending on the needs of-the individual being served. In such an emergency, the Street Outreach & Engagement Specialist must notify the designated staff member of the City before traveling to the City so necessary arrangements can be made.

Access to Protected Health Information

The Subrecipient will be knowledgeable in and practice all policies and procedures related to privacy and security practices cited in the health insurance Portability and Privacy Act (HIPAA) applicable to this Scope of Service and position.

Staffing Vacancies

Subrecipient shall notify the City immediately upon any change or departure in the Street Outreach & Engagement Specialist position. Subrecipient will work to fill any vacancy in the Street Outreach & Engagement Specialist position within 30 days of staff departure. During any Vacancy in the Street Outreach & Engagement Specialist position that exceeds 30 consecutive days, the payments under the Agreement shall be suspended until the vacancy is filled.

CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this 1st day of June, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the “City”, and Directions for Mental Health, Inc., hereinafter referred to as “Contractor”, concerning that certain agreement dated the 1st day of June, 2026 (“Agreement”) and titled General Pubic Services Subrecipient Agreement.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. **Public Records Compliance.** Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. **Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without

reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide

professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

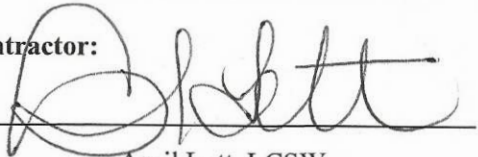
18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor: 

Print Name: April Lott, LCSW

Title: President & CEO

Company: Directions for Mental Health, Inc.

ATTEST:

City of Treasure Island

City Clerk



Directions for Living
LIFE GETS BETTER HERE.™

Directions for Mental Health, Inc., DBA Directions for Living

1437 South Belcher Road, Clearwater, FL 33764

727-524-4464

Lisa Alchin; Director of Development

lalchin@directionsforliving.org

April 22, 2026

City of Treasure Island RFP 26-010

Street Outreach & Engagement Services

PHONE: (727) 524-4464 | FAX: (727) 524-4474 | WEB: WWW.DIRECTIONSFORLIVING.ORG

CLEARWATER CENTER: 1437 S. BELCHER RD. CLEARWATER, FL 33764

LARGO CENTER: 8823 115TH AVE N, LARGO, FL 33773



Directions for Living

LIFE GETS BETTER HERE.™

April 22, 2026

City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706

RE: Proposal for Street Outreach & Engagement Services, RFP 26-010

Dear Selection Committee/City Representatives,

On behalf of Directions for Living, I am pleased to submit this proposal in response to the City of Treasure Island's request for Street Outreach & Engagement Services.

Directions for Living is a community-based, nonprofit organization providing behavioral health care and homeless services across Pinellas County. Our mission is to be a welcoming and compassionate provider, advocate, and partner to children, adults, and families in need of integrated health care, social support, safety, and hope for the future. Our vision—Thriving children. Empowered adults. Strong families. —guides our work each day, alongside our Five Promises to those we serve: to make each individual our first priority, to listen to their story, to protect their privacy, to focus on their strengths, and to restore hope.

Founded in 1982, Directions for Living has been a trusted resource in the community for over four decades, serving tens of thousands of individuals and families annually. For more than 37 years, we have provided a comprehensive continuum of homeless services, including prevention and diversion, rapid rehousing, intensive case management, and street outreach. Our team has extensive experience engaging individuals living in places not meant for human habitation and connecting them to housing and supportive services.

Our service model is grounded in a housing-first, low-barrier approach and strengthened by trauma-informed care and evidence-based practices. Through our Housing First, Families First, and Outpatient Services divisions, we address both immediate needs and the underlying factors that contribute to housing instability, including mental health, substance use, and other social determinants of health. This integrated approach allows us to effectively engage vulnerable populations and support long-term stability.

Directions for Living is uniquely positioned to partner with the City of Treasure Island due to our demonstrated experience providing street outreach and engagement services in collaboration with local governments and community partners. We have an established understanding of the City's needs and priorities through our prior partnership and bring a strong foundation for continued collaboration. Our established presence in Pinellas County, combined with our experienced team members and proven service model, ensures we can efficiently and effectively deliver the services outlined in this Request for Proposals.

PHONE: (727) 524-4464 | FAX: (727) 524-4474 | WEB: WWW.DIRECTIONSFORLIVING.ORG

CLEARWATER CENTER: 1437 S. BELCHER RD. CLEARWATER, FL 33764

LARGO CENTER: 8823 115TH AVE N, LARGO, FL 33773



Directions for Living

LIFE GETS BETTER HERE.™

We are committed to relieving the stress of individuals experiencing homelessness, expanding access to critical services, and increasing pathways to safe and stable housing.

Thank you for your consideration. We look forward to the opportunity to continue this important work together.

Sincerely,

April Lott

April Lott, LCSW
President & CEO

PHONE: (727) 524-4464 | FAX: (727) 524-4474 | WEB: WWW.DIRECTIONSFORLIVING.ORG

CLEARWATER CENTER: 1437 S. BELCHER RD. CLEARWATER, FL 33764

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Project Approach and Understanding

Overview of Firm and Firm History

Founded in 1982, Directions for Living (DFL) has been a pillar of hope and healing in Pinellas County for over four decades, dedicated to preventing and addressing trauma caused by homelessness, mental illness, and addiction. Each year, DFL serves tens of thousands of children, adults, and families, providing research-supported, evidence-based behavioral health services designed to promote healing and long-term well-being.

For more than 38 years, DFL has been a trusted provider of homeless services, offering a comprehensive continuum of care that includes prevention and diversion, rapid rehousing, intensive case management, and street outreach. We serve a diverse population, including seniors, families, young adults aging out of foster care, and individuals experiencing chronic homelessness.

DFL has nearly 20 years of experience providing street outreach services across Pinellas County, including within the Cities of St. Petersburg, Largo, Clearwater, Pinellas Park, Treasure Island, Gulfport, and Lealman, as well as through partnerships with the Pinellas Suncoast Transit Authority (PSTA) at Grand Central Station. This extensive local experience reflects our deep understanding of the community, strong partnerships, and ability to effectively engage individuals experiencing homelessness in a variety of settings.

Specific Abilities of the Firm

DFL brings extensive expertise in delivering integrated, trauma-informed outreach and housing services. All programs operate under a Housing First, low-barrier model, ensuring individuals are connected to housing as quickly as possible while addressing underlying behavioral health and social needs. Services are voluntary, client-centered, and designed to remove barriers by prioritizing immediate access to shelter and supportive services without preconditions.

Our One-Agency Initiative ensures seamless coordination across services, allowing individuals to access housing and behavioral health care within a single, integrated system. This approach reduces fragmentation and improves outcomes by connecting clients to the appropriate level of care as their needs evolve.

Clients in our Housing First Division are also assessed and connected to behavioral health care as appropriate, ensuring they receive the right level of support to sustain long-term stability. DFL knows that homelessness is often rooted in a complex nexus between mental illness, trauma, and systemic barriers to care. Many individuals experiencing homelessness live with untreated or undertreated mental health conditions, which can make it difficult to maintain employment, stable housing, and supportive relationships.

Trauma, whether from childhood experiences, domestic violence, military service, or life on the streets, can further compound these challenges, creating cycles of instability and vulnerability. Without access to trauma-informed care and mental health services, individuals are more likely to remain unhoused or return to homelessness even after temporary stabilization. Understanding this intersection is critical for developing holistic interventions that address both the immediate need for safe housing and the long-term supports required for recovery and resilience.

Our street outreach approach focuses on meeting individuals where they are physically and emotionally, using trauma-informed, strengths-based practices to build trust and promote engagement. Through specialized programs such as our Homeless Outreach Mobile Engagement (HOME) team, we conduct field-based outreach in encampments and other non-traditional settings, connecting individuals to housing, behavioral health care, and essential services during initial and ongoing interactions. Through this program, DFL served 1,687 individuals through field-based outreach and engagement services in Fiscal Year 2025.

DFL maintains strong relationships with landlords and community providers to expand housing opportunities and reduce barriers related to income, rental history, or other factors. As the SOAR provider for Pinellas County, we also assist individuals in accessing Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) benefits, increasing income stability and long-term housing retention.

Our team members are highly trained in evidence-based practices, including Motivational Interviewing, Trauma-Informed Care, and the Relational Outreach and Engagement Model. Ongoing supervision, field-based coaching, and performance monitoring support continuous skill development and ensure consistent, high-quality, value-based service delivery. DFL is committed to providing equitable, culturally responsive, and linguistically appropriate services to underserved, socially disadvantaged, and ethnically diverse populations. Outreach and engagement strategies are designed to ensure accessibility, inclusivity, and respect for individual cultural and linguistic needs.

In addition, DFL maintains robust data and reporting infrastructure, including the Pinellas Homeless Management Information System (PHMIS) and our internal Electronic Health Record system, Avatar. These systems enable real-time tracking, quality assurance, and timely performance reporting, supporting both accountability and continuous quality improvement.

DFL is an active and long-standing member of the Homeless Leadership Alliance (HLA) Continuum of Care (CoC), with leadership and team members participating in committees, system planning efforts, and coordinated entry processes for over 20 years. DFL has contributed to system-wide initiatives, including the development of the community's 10-Year Plan to End Homelessness, and maintains active participation in Coordinated Entry and case conferencing processes.

Through this involvement, DFL demonstrates extensive knowledge of HUD best practices and the Coordinated Entry System, utilizing standardized assessment tools such as the VI-SPDAT to prioritize and connect individuals and families to appropriate housing interventions. This strong integration within the local Continuum of Care strengthens DFL's ability to coordinate services efficiently, align with community priorities, and ensure individuals are connected to the most appropriate housing resources.

Describe the Plan for Services and How They will be Executed

DFL will provide a dedicated Street Outreach & Engagement Specialist who will work in close partnership with designated City staff to engage individuals experiencing homelessness and other vulnerable residents within Treasure Island. Given our prior partnership with the City, our team brings an established working relationship and understanding of local needs, allowing for immediate and effective service delivery.

Outreach will be conducted in locations not meant for human habitation, including parks, public spaces, vehicles, and other identified areas. Using a trauma-informed, person-centered approach, the Outreach Specialist will build trust, assess needs, and connect individuals and families to appropriate services and supports. Services will prioritize individuals experiencing street homelessness, with particular emphasis on those who are chronically homeless, while also engaging vulnerable and at-risk residents in need of increased access to housing, behavioral health, and supportive services.

Services will include, but are not limited to:

- Making basic contact with individuals and families experiencing homelessness
- Conducting coordinated assessments, including prioritization tools such as the VI-SPDAT
- Addressing immediate basic needs (e.g., food, clothing, supplies, and assistance obtaining identification)
- Providing linkage to crisis stabilization, healthcare, substance use, and mental health treatment services
- Assisting individuals with applications for benefits and services, including the Pinellas County Health Program

Street Outreach & Engagement Services – Directions for Living Homeless Outreach Mobile Engagement (HOME)

- Facilitating referrals and advocacy for case management and long-term supports in coordination with the City
- Supporting access to emergency shelter and housing resources, including Rapid Re-Housing
- Conducting ongoing follow-up to promote engagement and housing stability
- Engaging vulnerable or at-risk residents to connect them with appropriate community-based services

DFL's Outreach Specialist is trained in trauma-informed care, Motivational Interviewing, Stages of Change, and relational engagement strategies to effectively build trust and reduce barriers to service engagement. Team members are also trained in de-escalation techniques, including Crisis Prevention Intervention (CPI), to ensure safe and respectful interactions.

The Outreach Specialist is supported by experienced program leadership, including a supervisor who provides ongoing guidance and case consultation, as well as access to licensed clinical team members for consultation and intervention as needed. This structure ensures that individuals with complex behavioral health needs receive timely, appropriate support while maintaining continuity of care.

The Outreach Specialist will collaborate closely with City staff and community providers to ensure coordinated, comprehensive service delivery.

All client interactions and outcomes will be documented in the Pinellas Homeless Management Information System (PHMIS) in accordance with HUD requirements. Data is regularly reviewed for completeness and accuracy. A dedicated HMIS and Management Information Systems team supports ongoing data monitoring and reporting, ensuring timely and accurate submission of all required performance reports. This infrastructure allows for real-time performance tracking and continuous quality improvement throughout the project period.

These services directly support the City's goals of relieving the stress of individuals experiencing homelessness, increasing access to services, and expanding pathways to stable housing.

Will Proposer Provide Services or a Subcontractor

DFL will directly provide all services outlined in this proposal. No subcontractors will be utilized. Our experienced outreach team and established infrastructure ensure the capacity to deliver high-quality, value-based services in partnership with the City.

Experience with Similar Projects

Provide a Maximum of 5 References

Please see the Reference tab in the required documents.

Personnel Qualifications and Experience

State the Size of the Team

Directions for Living (DFL) will assign a dedicated Street Outreach & Engagement Specialist to this project, supported by a Homeless Outreach Mobile Engagement Supervisor and oversight from the Senior Director of Housing First. This leadership structure ensures consistent supervision, clinical alignment, and operational support for service delivery.

The Senior Director of Housing First provides overall leadership and oversight of the division, including monitoring program performance, supporting strategic direction, and addressing service delivery needs. The Homeless Outreach Mobile Engagement Supervisor provides direct supervision to the Outreach Specialist, including performance management, training, and day-to-day operational oversight of field-based services. The Outreach Specialist is

responsible for conducting outreach and engagement, completing assessments, and connecting individuals to housing, behavioral health, and supportive services.

Credentials and Licenses of Assigned Team Members

The assigned Street Outreach & Engagement Specialist has direct experience providing street outreach, engagement, and housing navigation services to individuals experiencing homelessness. The Outreach Specialist is experienced in conducting coordinated assessments, including the VI-SPDAT, and facilitating access to emergency shelter, case management services, and community-based resources. Additional skills include assisting uninsured individuals with enrollment in the Pinellas County Health Program and collaborating closely with service providers, law enforcement, emergency medical services, fire rescue, and code enforcement to coordinate care and ensure community safety.

The Outreach Specialist is proficient in Motivational Interviewing and trauma-informed approaches for engaging individuals and families who are experiencing homelessness, and providing crisis intervention, counseling, and triage as needed. Core competencies include case management, crisis intervention, care planning, and behavioral health support. The Outreach Specialist holds certifications in CPR/AED, Mental Health First Aid, and Florida Functional Assessment Rating Scales (FARS/CFARS).

Program oversight is provided by experienced supervisory team members within DFL. The HOME Program Supervisor has direct experience working with individuals experiencing homelessness, conducting needs assessments, and coordinating referrals to behavioral health, substance use, and supportive services. The Supervisor also brings prior leadership experience overseeing case management teams within the child welfare system.

Oversight is further supported by the Senior Director of Housing First, who brings over two decades of experience working with individuals and families experiencing homelessness, behavioral health challenges, and involvement in the child welfare system. The Senior Director is a Certified Child Welfare Supervisor, Behavioral Health Case Management Supervisor, and Certified Wraparound Facilitator, with extensive experience leading multidisciplinary teams and implementing evidence-based practices.

Overall Experience of Assigned Team Members

As noted, DFL has nearly 20 years of experience providing street outreach services across Pinellas County. Our extensive experience delivering integrated housing and behavioral health services using a Housing First, low-barrier model reflects our deep understanding of the community, strong partnerships, and ability to effectively engage individuals experiencing homelessness in a variety of settings.

Our team has significant experience working with individuals experiencing homelessness, conducting field-based assessments, and connecting individuals to coordinated entry, housing resources, and supportive services. Team members routinely provide crisis intervention, facilitate access to emergency shelter and healthcare services, and support individuals in navigating complex systems of care.

Team members are trained in evidence-based practices including Trauma-Informed Care, Motivational Interviewing, and strengths-based engagement approaches that support effective outreach and long-term housing stability. All team members are trained in HIPAA privacy and security requirements and adhere to all applicable policies and procedures governing the protection of client information across all service and data systems.

Team member development is supported through a structured training and supervision model led by program leadership, including the Senior Director of Housing First. This includes onboarding, ongoing supervision, field-based coaching, and continuous professional development to ensure high-quality, value-based service delivery and adherence to best practices.

DFL emphasizes continuous quality improvement through regular supervision, performance monitoring, and reinforcement of evidence-based practices, ensuring team members are equipped to effectively engage individuals experiencing homelessness, coordinate care, and support housing outcomes.

Please see attachments following the written proposal for the Street Outreach & Engagement Specialist’s Resume.

Availability and Firm Capacity

How will the Proposer Manage the Project

Directions for Living (DFL) will manage this project through a structured oversight and supervision model designed to ensure effective service delivery, accountability, and alignment with City expectations. The Street Outreach & Engagement Specialist will report to the Homeless Outreach Mobile Engagement (HOME) Program Supervisor who is responsible for providing ongoing guidance, monitoring performance, and ensuring adherence to program goals and contractual requirements.

The Outreach Specialist and Program Supervisor will maintain regular communication with City staff and serve as the primary points of contact for service updates, performance metrics, and emerging community needs. Routine internal supervision and team meetings will be conducted to review outreach activities, address challenges, and ensure continuity of care.

All client interactions, outreach activities, and service outcomes will be documented in the Pinellas Homeless Management Information System (PHMIS) in accordance with HUD and Continuum of Care requirements. This ensures accurate, real-time tracking of service delivery, supports performance monitoring, and enables timely and compliant reporting to the city. Data is routinely reviewed for completeness and accuracy, allowing for ongoing quality assurance and continuous improvement.

DFL’s established data and reporting infrastructure further supports monitoring of service activity and outcomes, enabling timely adjustments and informed decision-making throughout the project period.

The assigned Outreach Specialist will also receive ongoing field-based coaching, supervision, and structured performance reviews to support consistent, high-quality, value-based service delivery. This includes case consultations, direct observation during outreach activities, and targeted professional development as needed.

Earliest Available State Date

DFL is able to begin services immediately upon contract execution. Given our prior experience providing these services in Treasure Island and our current work in neighboring Gulfport, we have an experienced Outreach Specialist in place who is familiar with the community, service landscape, and outreach protocols, allowing for seamless and immediate implementation.

Location of the Office from which Services will be Performed

Services will be primarily field-based, with outreach conducted throughout the City of Treasure Island in locations where individuals experiencing homelessness are present.

DFL's Largo office (8823 115th Avenue N., Largo, Florida 33773), serves as a drop-in and administrative workspace for field-based team members. This location provides access to necessary resources, including technology systems, supervision, and administrative support to ensure effective service delivery and documentation.

Projected Workload of Team Members

The Street Outreach & Engagement Specialist assigned to this project will dedicate 20 hours per week to services within the City of Treasure Island, consistent with the requirements outlined in the RFP.

The Outreach Specialist currently supports outreach efforts in nearby communities and is experienced in managing a structured schedule to ensure consistent coverage and responsiveness. Workload is actively monitored by program leadership to ensure team member capacity aligns with service demands and contractual expectations.

How will Personnel be Assigned and Tasks Effectively Handled

DFL will assign a dedicated Street Outreach & Engagement Specialist who previously provided these services under the City's prior funding period, ensuring continuity of expertise and familiarity with the community and service model. The Outreach Specialist will resume service delivery in coordination with City staff to prioritize outreach locations, respond to identified needs, and ensure consistent engagement within the community. This prior experience supports a rapid and seamless transition into service delivery without a learning curve.

Service delivery will be guided by both City direction and identified community need, with priority given to individuals requiring immediate outreach, crisis response, or housing linkage. The Outreach Specialist will maintain flexibility to adjust schedules in response to emerging needs or City-identified priorities.

Time will be strategically allocated between Treasure Island and other assigned service areas to ensure all contractual obligations are met without compromising service quality or responsiveness. In the event the Outreach Specialist is unavailable, the HOME Program Supervisor will provide coverage support as needed and coordinate internal agency staffing to ensure uninterrupted service delivery.

The Outreach Specialist will maintain regular communication with City staff and community partners to coordinate efforts, address emerging needs, and ensure efficient use of time and resources.

All outreach activities, referrals, and follow-up efforts will be documented in established data systems, supporting task management, performance tracking, accountability, and continuity of care.

Price Proposal

Please see the Section 3 Proposal Form tab in the required documents.

Directions for Living (DFL) previously developed and implemented the Street Outreach and Engagement model in partnership with the City of Treasure Island and the Life Intervention Task Force as a pilot initiative designed to maximize impact while operating at the lowest possible cost. This model included shared service delivery across Treasure Island and Gulfport to create operational efficiencies.

The annual compensation reflected in the Section III Proposal Form represents the total cost to support this position. The service model is structured as a 50/50 cost-arrangement, with Treasure Island's portion totaling \$53,053.

While this approach enabled the successful launch and delivery of services, it is important to note that the cost structure associated with the pilot model does not fully reflect the true cost of delivering comprehensive, high-quality outreach and engagement services. The proposed pricing reflects a continued commitment to partnership and service delivery while recognizing the level of resources required to effectively meet the needs of the target population.

Required Attachments

- Street Outreach & Engagement Specialist Resume

Street Outreach & Engagement Services – Directions for Living
Homeless Outreach Mobile Engagement (HOME)

- E-Verify Registration
- Florida Division of Corporations Registration (SunBiz)
- Proof of Insurance

Elijah Mitchell

Largo, FL 33771

elijah.n.mitchell@gmail.com

860.710.2373

Work Experience

Homeless Outreach Mobile Engagement Specialist

DIRECTIONS FOR LIVING-Clearwater, FL

October 2023 to Present

- Provide supportive interventions to individuals who are literally homeless;
- Utilize VI-SPDAT, Shelter Prioritization and other evaluations;
- Facilitate access to emergency shelters, case management services, and community resources;
- Provide outreach and engagement efforts and services, aimed to increase overall quality of life and improving health outcomes by addressing social determinants of health of clients.
- Assist uninsured individuals with enrollment in the Pinellas Health Plan;
- Work closely with other service providers, law enforcement, emergency medical services providers, fire rescue, and code enforcement;
- Provide comprehensive services in the community;
- Link individuals with temporary emergency shelter, or other permanent housing options such as relocation to family members or friends and other needed resources to ensure the overall well-being of the people served;
- Prioritize high risk vulnerable populations for placement in paid emergency shelter including hotels;
- Utilize Motivational Interviewing with street homeless individuals and families.
- Provide crisis counseling and triage as needed

Housing Specialist

Tampa Housing Authority-Tampa, FL

August 2022 to October 2023

- Maintained familiarity with current U.S. Department of Housing and Urban Development Federal Regulations related to Section 8 Housing programs;
- Counseled applicants and clients regarding eligibility including unit size, payment standards, and other guidelines;
- Managed an assigned caseload of HCV participants;
- Conducted annual re-certifications within required time frames;
- Processed and monitored client transfers to a new dwelling;
- Completed interim re-certifications and changes as required;
- Maintained accurate and complete applicant/participant files;
- Provided excellent customer service to applicants, clients, landlords, co-workers, and vendors by responding to inquiries, phone calls, correspondence, and e-mail in a timely and responsive manner;
- Attended informal hearings;
- Conducted participant briefings;
- Determined housing assistance payments and tenant rent calculations within guidelines;
- Educated clients on program requirements and family obligations;
- Acted as mediator in resolving concerns between landlords and clients;
- Processed all transactions within THA's File Vision notice board;
- Communicated with housing inspectors to request inspections of rental units;

Homeless Outreach Specialist

DIRECTIONS FOR LIVING-Clearwater, FL

April 2021 to August 2022

- Provided supportive interventions to individuals who are literally homeless;

- Utilized VI-SPDAT, Shelter Prioritization and other evaluations;
- Facilitated access to emergency shelters, case management services, and community resources;
- Provided outreach and engagement efforts and services, aimed to increase overall quality of life and improving health outcomes by addressing social determinants of health of clients.
- Assisted uninsured individuals with enrollment in the Pinellas Health Plan;
- Worked closely with other service providers, law enforcement, emergency medical services providers, fire rescue, and code enforcement;
- Provided comprehensive services in the community;
- Linked all other individuals with temporary emergency shelter, or other permanent housing options such as relocation to family members or friends and other needed resources to ensure the overall well-being of the people served;
- Prioritized high risk vulnerable populations for placement in paid emergency shelter including hotels;
- Utilized Motivational Interviewing with street homeless individuals and families. Provided crisis counseling and triage as needed;

Intensive Case Manager

DIRECTIONS FOR LIVING-Clearwater, FL
November 2020 to April 2021

- Provided Case Management services to clients who were homeless and either: families with minors, suffering from severe persistent mental health issues, or elderly;
- Conducted client intake interviews and assessments including: FARS, CFARS, PHQ-9. MH Outcomes, MISSI-SA, MH Advance Directives, LOCUS, URICA;
- Input data into Avatar and HMIS;
- Created treatment plans for client;
- Created client safety plan;
- Maintained constant contact with clients on a daily basis;
- Utilized Microsoft Office and Outlook to coordinate client care with team members;
- Maintained client confidentiality;
- Worked with other agencies to find mental health and housing services for clients;

Education

Bachelor's degree

Criminal Justice (Bachelor of Arts)

Northern Arizona University-Flagstaff, AZ

Skills

- Case Management
- Crisis Management
- Care Plans
- Crisis Intervention
- Behavioral Health
- Motivational Interviewing

Certifications and Licenses

- CPR/AED
- Mental Health First Aid
- FARS
- CFARS

My Company Account

New



Modernize the employment eligibility verification process today!

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My Company Profile

Company Information

Company Name

Directions for Mental Health, Inc.

Doing Business As (DBA) Name

Company ID

244306

Enrollment Date

Aug 31, 2009

Employer Identification Number (EIN)

592092715

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

624

Sector

Health Care and Social Assistance

Subsector

Social Assistance

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Points of Contact

Name	Number	Ext	Email	Signatory	Last Updated
Terri Waechter	(727) 524-4464	1705	terri.waechter@directionsmh.org	No	09/01/09
Erika B. Wilson	(727) 524-4464	1719	ejohnson@directionsforliving.org	Yes	07/13/17

Rows Per Page

1

[Edit Points of Contact](#)

Company Addresses

Physical Address

1437 S Belcher Road
Clearwater, FL 33764

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



State of Florida

Department of State

I certify from the records of this office that DIRECTIONS FOR MENTAL HEALTH, INC, is a corporation organized under the laws of the State of Florida, filed on June 3, 1981.


The document number of this corporation is 758612.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2026*




Secretary of State

Tracking Number: 6013628321CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 110 Carillon Parkway Saint Petersburg FL 33716 License#: 2081754 DIREFOR-01	CONTACT NAME: Certificates PHONE (A/C No. Ext): 727-391-9791 FAX (A/C, No): 727-393-5623 E-MAIL ADDRESS: stahlstpetecertificates@higginbotham.net													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Mental Health Risk Retention Group, Inc</td> <td>44237</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C : RetailFirst Insurance Company</td> <td>10700</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mental Health Risk Retention Group, Inc	44237	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : RetailFirst Insurance Company	10700	INSURER D :		INSURER E :		INSURER F :
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INSURER C : RetailFirst Insurance Company	10700													
INSURER D :														
INSURER E :														
INSURER F :														


COVERAGES **CERTIFICATE NUMBER: 21759754** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ** See Below GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		COP0002286	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Hired-NonOwned Auto \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5107429900	2/16/2026	2/16/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	520-63397	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			COP0002286	2/1/2026	2/1/2027	Each Claim \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ** Employees and Volunteers are insureds but only for acts within the scope of their employment by the Named Insured **Sexual Misconduct Limits \$1,000,000/3,000,000 (defense outside the limits); Deductible-NIL
 A - Directors & Officers Liability including Employment Practices Liability Endorsement (EPLI), COP0002286, 02/01/2026 to 2/01/2027, \$1,000,000 Limit of Liability Each Claim and Aggregate, subject to \$20,000 Retention
 Lloyd's - Cyber Liability, ESO1040680820, 02/14/2026 to 2/14/2027, \$2,000,000 Limit of Liability Each Claim and Aggregate, subject to \$10,000 deductible per Claim
 Federal Insurance Company - Crime, J06440204, 1/15/2026 to 1/15/2027, all coverages subject to \$10,000 deductible
 Employee Dishonesty \$1,000,000 limit
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

For Information Purposes Only XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Directions for Mental Health Inc dba Directions for Living 1437 S Belcher Rd Clearwater FL 33764	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Forgery or Alteration \$1,000,000 limit
 Robbery (on or off) \$1,000,000 limit
 Computer Fraud \$1,000,000 limit
 Funds Transfer Fraud \$1,000,000 limit

**Employees and volunteers are insureds but only for acts within the scope of their employment by the Named Insured. A - Directors & Officers Liability including Employment Practices Liability Endorsement (EPLI), COP0002223, 2/01/2025 to 2/01/2026, \$1,000,000 Limit of Liability ** Sexual Misconduct Limits \$1,000,000/3,000,000 (Defense in addition to the limit)



Directions for Living
RFP 26-010 Street Outreach & Engagement Services
References

- Agency Name:** City of Gulfport; Chief Fernandez
Address: 2401 53rd Street South, Gulfport, FL 33707
Telephone Number: 727-893-1041
Email Address: rfernandez@mygulfport.us
Roles and Responsibilities: Provides Street outreach and engagement services in partnership with municipal staff, focusing on individuals experiencing homelessness and vulnerable, at-risk residents. Responsibilities include conducting field-based outreach in locations not meant for human habitation (e.g., parks, vehicles, and public spaces), assessing client needs, and connecting individuals to appropriate services, supports, and housing resources. Coordinates with community partners to facilitate access to care and ensure continuity of services.
Description of the Work: Delivers targeted outreach and engagement services to individuals experiencing homelessness and other vulnerable populations to reduce barriers to care and improve access to social services and housing. Supports stabilization by linking clients to emergency and long-term housing solutions, behavioral health services, and community-based resources, with the goal of alleviating hardship and increasing overall well-being.
Total cost of Services: \$53,053.00
Team Member(s) Who Worked on the Project: Elijah Mitchell
- Agency Name:** City of Treasure Island; Chief Barkley
Address: 180 108th Avenue, Treasure Island, FL 33706
Telephone Number: 727-547-4595
Email Address: jbarkley@mytreasureisland.org
Roles and Responsibilities: Provided Street outreach and engagement services in partnership with municipal staff, focusing on individuals experiencing homelessness and vulnerable, at-risk residents. Responsibilities included conducting field-based outreach in locations not meant for human habitation (e.g., parks, vehicles, and public spaces), assessing client needs, and connecting individuals to appropriate services, supports, and housing resources. Coordinated with community partners to facilitate access to care and ensure continuity of services.
Description of the Work: Delivered targeted outreach and engagement services to individuals experiencing homelessness and other vulnerable populations to reduce barriers to care and improve access to social services and housing. Supported stabilization by linking clients to emergency and long-term housing solutions, behavioral health services, and community-based resources, with the goal of alleviating hardship and increasing overall well-being.

PHONE: (727) 524-4464 | FAX: (727) 524-4474 | WEB: WWW.DIRECTIONSFORLIVING.ORG

CLEARWATER CENTER: 1437 S. BELCHER RD. CLEARWATER, FL 33764
LARGO CENTER: 8823 115TH AVE N, LARGO, FL 33773



Directions for Living
LIFE GETS BETTER HERE.™

Total cost of Services: \$43,825 (3 years ago)

Team Member(s) Who Worked on the Project: Elijah Mitchell

3. **Agency Name:** City of St. Petersburg, Amy Foster

Address: PO Box 2842, St. Petersburg, FL 33731

Telephone Number: 727-892-5602

Email Address: Amy.Foster@stpete.org

Roles and Responsibilities: Provided Street outreach and engagement services in partnership with municipal staff, focusing on individuals experiencing homelessness and vulnerable, at-risk residents. Responsibilities included conducting field-based outreach in locations not meant for human habitation (e.g., parks, vehicles, and public spaces), assessing client needs, and connecting individuals to appropriate services, supports, and housing resources. Coordinated with community partners to facilitate access to care and ensure continuity of services.

Description of the Work: Delivered targeted outreach and engagement services to individuals experiencing homelessness and other vulnerable populations to reduce barriers to care and improve access to social services and housing. Supported stabilization by linking clients to emergency and long-term housing solutions, behavioral health services, and community-based resources, with the goal of alleviating hardship and increasing overall well-being.

Total cost of Services: \$87,650 (5 years ago)

Team Member(s) Who Worked on the Project: Elijah Mitchell

PHONE: (727) 524-4464 | FAX: (727) 524-4474 | WEB: WWW.DIRECTIONSFORLIVING.ORG

CLEARWATER CENTER: 1437 S. BELCHER RD. CLEARWATER, FL 33764

LARGO CENTER: 8823 115TH AVE N, LARGO, FL 33773

**SECTION 111
PROPOSAL FORMS**

Proposer will perform the services in accordance with the Contract Documents for the following annual compensation. The total sum each year is inclusive of all costs required to perform the services.

YEAR 1 (Base Term)	\$ 53,053.00
YEAR 2 (Option Year 1)	\$ 53,053.00
YEAR 3 (Option Year 2)	\$ 53,053.00

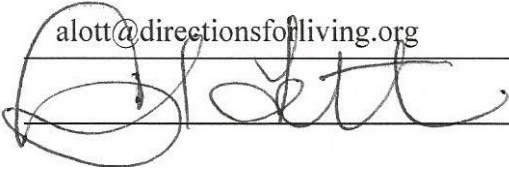
SUBMITTED BY:

Official Name of Firm: Directions for Mental Health, Inc., DBA Directions for Living
Address: 1437 South Belcher Road
Clearwater, FL 33764

SUBMITTED TO: City of Treasure Island - RFP 26-010

SUBMITTED FOR: Street Outreach & Engagement Services

PROPOSER'S CONTACT INFORMATION:

Contact Person: April Lott, LCSW
Title: President & CEO
Phone: 727-524-4464
Email: alott@directionsforliving.org
Signature: 

AFFILIATED COMPANIES (if any):

Name: _____
Address: _____

TYPE OF ORGANIZATION (select one):

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership (General or Limited): _____
Name and Address of Each Partner: _____

CORPORATION

State of Incorporation: Florida _____
Date of Incorporation: June 3, 1981 _____
Executive Officers
- Chief Executive Officer: April Lott, LCSW _____
- President: April Lott, LCSW _____

- Vice President(s):

- Treasurer:

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

-Address:

PROPOSERS GENERAL INFORMATION:

Type of License:	Federal Employee Identification Number
License Number:	59-2092715
Years of Business under License Number:	45

If nonresident, proof of authority to do business in the State of Florida (*Attach with form submission*).

Is this organization an equal employment opportunity employer?

YES X NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? *If yes, include Attachment in this Section.*

YES X NO

CERTIFICATIONS (if any):

CERTIFIED BY:

Disadvantage Business Enterprise:	_____
Minority Business Enterprise:	_____
Woman Owned Enterprise:	_____
Small Business Enterprise:	_____
Other '-----'	_____

PROPOSERS SPECIFIC INFORMATION:

Has any firm listed ever failed to complete a contract awarded to it?

YES NO X

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?

YES NO X

If YES to either of the two questions above, list as an attachment and state why. Include each project's contact information.

PROPOSER CERTIFICATION

The undersigned, as Proposer, does declare that no person other than the Proposer has any interest in this solicitation or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one proposal for the same work will cause the rejection of all Proposals in which the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the solicitation and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

Directions for Mental Health, Inc., DBA Directions for Living

COMPANY NAME

April Lott, LCSW

NAME (PRINT)

a ;L

President & CEO

TITLE

4/17/2026


DATE

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Proposers have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.


Signature

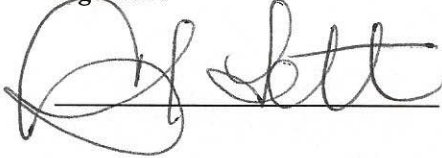
April Lott, LCSW
Printed Name

4/17/2026
Date

ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Proposals, regardless of whether or not any addendum was issued.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	Date
Addendum No. 1		<u>4/17/2026</u>
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Treasure Island, Florida

by April Lott, LCSW

(Print individual's name and title)

for Directions for Mental Health, Inc., Directions for Living

(Print name of entity submitting sworn statement)

whose business address is 1437 South Belcher Road, Clearwater, FL 33764

and (if applicable its Federal Employer Identification Number) is 59-2092715

(if the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which proposals or applies to id on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a proposal, proposal or reply on a contract to provide goods or services to a public entity, may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-contractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
(Signature)

Sworn to and subscribed before me by means of (select one): physical presence or online notarization, this 17th day of April, 2026, by April Lott, who is [select one:] personally known to me ~~or~~ has produced a Florida driver's license as identification.

Personally known

[Handwritten Signature: Erika Johnson]
Notary Public – State of Florida

OR Produced Identification _____

My Commission Expires 02/07/2028

(Type of identification)



ERIKA B. JOHNSON
Commission # HH 481010
Expires February 7, 2028

(Printed, typed or stamped commissioned name of notary public)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.


The undersigned, on behalf of Directions for Mental Health, Inc. ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- "Labor" means work of economic or financial value.
- "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

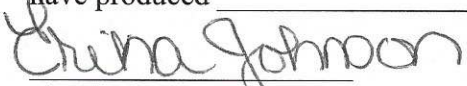
I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: 
Printed Name: April Lott, LCSW

Date: 4/17/2026
Title: President & CEO

STATE OF Florida
COUNTY OF Pine Hills

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of April, 2026, by April Lott, as President + CEO on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.


Signature of Notary Public

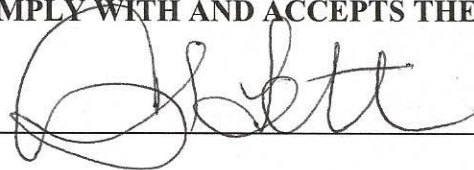
Erika Johnson
Name of Notary Typed, Printed or Stamped
My Commission Expires: 02/07/2028



ERIKA B. JOHNSON
Commission # HH 481010
Expires February 7, 2028

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

Signature:  _____

Date: 4/17/2026

Printed Name: April Lott, LCSW

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSALS NO. 26-010

Street Outreach & Engagement Services



ISSUED MARCH 30, 2026

RESPONSES DUE APRIL 23, 2026 by 10 AM

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Florida 33706
www.myTreasureIsland.org

SOLICITATION SCHEDULE

Sealed Proposals may be hand-delivered or mailed to City of Treasure Island City Hall, 10451 Gulf Boulevard, Treasure Island, FL 33706 to the attention of David Green, Assistant Finance Director, or submitted online via DemandStar. All proposals, **one (1) with original signature and one (1) additional digital (PDF) version of the original** must be received before the closing date and time. All Proposals must be submitted on the City’s official Proposal Form. **All envelopes must be clearly marked “Street Outreach & Engagement Services”**. Proposers submitting via DemandStar do not need to submit original hard copies, but must submit all requirements via DemandStar and must submit before the stated closing date.

IMPORTANT DATES

	<i>*Timeline is subject to change</i>
<u>March 30, 2026</u>	Solicitation posted
<u>April 10, 2026</u>	Questions due by 12pm
<u>April 14, 2026</u>	Answers posted by 5pm
<u>April 23, 2026</u>	Closing Date / Proposal Opening 10am
<u>May 19, 2026</u>	Commission Award of Contract

Any proposals received after the specified date and time will not be considered. The public meeting to open all proposals will be held shortly after the closing date/time at the City of Treasure Island Helm Boardroom, 3rd Floor, located at 10451 Gulf Boulevard, Treasure Island, FL.

The City of Treasure Island is committed to ensuring that all solicitation documents are available and accessible to the public at-large. Should you experience any difficulty in accessing any of these solicitation documents, please contact David Green, Assistant Finance Director at dgreen@mytreasureisland.org.

The RFP document may be obtained from the Internet via the City's Website www.mytreasureisland.org or from DemandStar. Questions concerning the RFP should be submitted by email to dgreen@mytreasureisland.org no later than April 10, 2026 at 12 PM. All questions will be answered and posted on the City’s DemandStar portal by April 14, 2026 at 5 PM.

The City of Treasure Island reserves the right to accept or reject any or all Proposals, to waive technical errors irregularities, or informalities in any Proposals received, and to accept the Proposal which is deemed by the City to best serve the City.

SECTION I SCOPE OF WORK

A. Scope of Services

The Subrecipient shall provide a part-time Street Outreach & Engagement Specialist who will work in partnership with the City's staff. The target population for Services under the Agreement includes any homeless person living on the street or other places not meant for human habitation within the City's boundaries (such as cars, parks, sidewalks, abandoned buildings, etc.). In addition, the target population includes vulnerable and at-risk City residents who need increased access to programs, services, and housing through cooperative partnerships between the City and community.

The primary objectives of the Agreement are as follows:

1. To relieve stress of the poor, distressed, and underprivileged;
2. To advance the availability and access to social services; and,
3. To increase access to emergency or sustainable housing to residents and the homeless in need.

Target Population

The target population includes street homeless individuals with priority toward chronically homeless individuals. In addition, the target population includes vulnerable and at-risk City residents who need increased access to programs, services, and housing through cooperative partnerships between the City and community. Subrecipient shall ensure that services are equitable to underserved, socially disadvantaged, and ethnically diverse groups which include services that are culturally and linguistically appropriate.

Transportation

The Street Outreach & Engagement Specialist will use their personal vehicle to travel to the City and perform all related tasks under this Agreement. Transporting individuals in the Street Outreach & Engagement Specialist personal vehicle is the exception. The Street Outreach & Engagement Specialist will work in partnership with other City employees to arrange transportation for individuals served under this Agreement, as needed.

Street Outreach & Engagement Specialist

One part-time or part-time equivalent (minimum 20 hours per week) Street Outreach & Engagement Specialist position will be assigned to perform the work under this Scope of Services. This is a professional position that will provide street outreach and engagement to individuals and families who are homeless or at risk of becoming homeless. Additionally, support may be provided to at-risk and vulnerable members of the City. The Street Outreach & Engagement Specialist is responsible for developing professional and supportive relationships with homeless and vulnerable persons, providing ongoing engagement and contact to develop rapport and trust with clients to encourage a commitment from them to work towards creating an effective housing and self-sufficiency plan for long-term housing, establishing and maintaining effective rapport with community partners and the City, and utilizing flexible and trauma-centered approaches to most effectively respond to acute and chronic concerns.

Services and support offered will include:

1. Making basic contact with homeless individuals and families;
2. Conducting assessments such as a coordinated prioritization assessment;
3. Addressing basic needs such as food, clothing, supplies and obtaining a valid ID;
4. Providing linkage to crisis stabilization, healthcare, and substance abuse and mental health treatment;
5. Providing connection or referrals and advocacy to case management and other long-term services, as determined in coordination with the City;
6. Follow up with homeless individuals and their families to find shelter for them;
7. Assist homeless individuals and families with completing applications for the Pinellas County Health-Program;
8. Assist homeless individuals and families with completing the VI-SPDAT to ensure that such individuals and families are on the list for RRH (HUD's Rapid Re-Housing Program); and,
9. Making contact with vulnerable or at-risk members of the community and working with them to access relevant services and support.

This position will work closely with designated staff members from the City and collaborate with other community service providers externally to provide complete, comprehensive services. This position will be primarily field based. The Street Outreach & Engagement Specialist will be experienced working with at least one of the priority populations, such as persons with substance abuse addition and/or mental illness. Hours will be flexible, to include evening and weekends. Work will be required at the discretion of the designated staff members of the City.

The Street Outreach & Engagement Specialist must be willing and able to provide vital support and essential services to the residents of the City in the event of an emergency, pandemic or other disaster situation. Essential employees may be required to work in the field, be "on call" and/or be available and able to work remotely providing telehealth services depending on the needs of the individual being served. In such an emergency, the Street Outreach & Engagement Specialist must notify the designated staff member of the City before traveling to the City so necessary arrangements can be made.

Access to Protected Health Information

The Subrecipient will be knowledgeable in and practice all policies and procedures related to privacy and security practices cited in the Health Insurance Portability and Privacy Act (HIPAA) applicable to this Scope of Service and position.

Staffing Vacancies

Subrecipient shall notify the City immediately upon any change or departure in the Street Outreach & Engagement Specialist position. Subrecipient will work to fill any vacancy in the Street Outreach & Engagement Specialist position within 30 days of staff departure. During any Vacancy in the Street

Outreach & Engagement Specialist position that exceeds 30 consecutive days, the payments under the Agreement shall be suspended until the vacancy is filled.

B. Qualifications & Experience Requirements

Proposals will be considered from firms normally engaged in providing the services requested. Respondents to this solicitation including subcontractors must be registered with the State of Florida, Division of corporations ([SunBiz](#)) to do business in Florida. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions of the Contract. The City will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all Proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform. To qualify for consideration, the respondent must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services outlined in this RFP.

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SECTION II GENERAL INSTRUCTIONS

Proposal Format

All Proposals must be typewritten. Legibility, clarity, and completeness are essential. The Proposal must be signed by individual(s) legally authorized to bind the Contractor.

Submission Procedures — Mailed/Delivered (Option 1) or via DemandStar (Option 2)

OPTION 1

One (1) original of all required documents with original signature(s) and one (1) electronic copy on a flash drive are to be submitted in a sealed envelope/package to:

*Assistant Finance Director
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706*

To prevent opening by unauthorized individuals, your proposal should be identified as follows:

THE CITY OF TREASURE ISLAND, FLORIDA Street Outreach & Engagement Services RFP No. <u>26-010</u>	
Name of Contractor:	_____
Point of Contact:	_____

OPTION 2

Proposers may submit **all** required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option.

Proposers must either submit via Option 1 **or** Option 2. Proposals submitted using both options risk being deemed non-compliant.

Additional Information and Specification Changes

Questions and requests for additional information should be addressed to David Green, Assistant Finance Director, by email at dgreen@mytreasureisland.org. Only written interpretations or answers made as to the meaning or specifications of the scope of this RFP will be binding. It is the further responsibility of each Proposer to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the submission of qualifications.

A. Evaluation Criteria

The following rating system will be utilized by the City’s review team to score and rank each proposal.

Component	Maximum Points Available
Project Approach and Understanding	20
Experience with Similar Projects	20
Personnel Qualifications and Experience	20
Availability and Firm Capacity	15
Price Proposal	25
Total Points Available	100

B. Evaluation Criteria Detail

1. Project Approach and Understanding

Provide brief overview of firm and firm history. Provide a narrative demonstrating Proposer’s approach to the project and its ability to furnish services.

Relative to the scope of services, describe the specific abilities of the firm. Describe the proposer’s plan for the services and how those plans are to be executed.

Indicate if services will be provided by Proposer or by a subcontractor firm. When services are to be provided by a subcontractor firm, include subcontractor firm’s name, appropriate qualifications and specify what services will be provided.

2. Experience with Similar Projects

Provide information on a maximum of five (5) similar projects performed within the last 5 years. Include the firm’s role and responsibilities, a description of the work completed, and the total cost of services. Identify members of the project team who have worked on these representative projects and their levels of responsibility.

Each project/reference should include the name of the agency/customer and the name, address, telephone number and email address of a point of contact from the agency/customer. The City will contact the provided references, so proposers are strongly encouraged to confirm points of contact before submitting their proposals.

3. Personnel Qualifications and Experience

State the size of staff, all credentials and licenses, and overall experience of the assigned staff (including the person who will serve as the Street Outreach & Engagement Specialist) for this project. Include technical background, experience information, and other applicable data for all personnel and any proposed subcontractors.

Attach resume for the Street Outreach & Engagement Specialist, detailing qualifications and past experience as it relates to similar types of projects. Information shall include name of individual and where the individual will be located during the project.

4. Availability and Firm Capacity

Provide a short narrative outlining how the proposer intends to manage the project. Indicate the earliest available start date for your team.

Indicate the location of the office from which services will be performed and the current/projected workload of team members. Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services to the City.

5. Price Proposal

Identify total annual compensation in Section III Proposal Forms. The total sum each year must be inclusive of all costs required to perform the services.

C. Proposal Submission

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal shall be submitted on 8 ½ x 11 paper, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

1. Cover Page – Identify the name of Proposer’s agency/firm, address, telephone number, name of contact person, contact person email, date, and the proposal number and description.
2. Tab 1 – Table of Contents: Include a clear identification of the material by section and by page number.
3. Tab 2 – Cover Letter (limit to 2 pages): Provide a brief letter introducing the firm/team. Explain why the City should select the firm.
4. Tab 3 – Required Forms (completed and signed) – Section III Proposal Forms including all certifications, statements and affidavits; Section IV General Conditions (signature page only). Proposers must also submit their E-Verify registration, Florida Division of Corporations Registration (SunBiz), and proof of insurance.
5. Tab 4 – Project Approach and Understanding
6. Tab 5 – Experience with Similar Projects
7. Tab 6 – Personnel Qualifications and Experience
8. Tab 7 – Availability and Firm Capacity

SECTION III PROPOSAL FORMS

Proposer will perform the services in accordance with the Contract Documents for the following annual compensation. The total sum each year is inclusive of all costs required to perform the services.

YEAR 1 (Base Term)	\$ _____
YEAR 2 (Option Year 1)	\$ _____
YEAR 3 (Option Year 2)	\$ _____

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

SUBMITTED TO: City of Treasure Island – RFP 26-010

SUBMITTED FOR: Street Outreach & Engagement Services

PROPOSER’S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Signature: _____

AFFILIATED COMPANIES (if any):

Name: _____
Address: _____

TYPE OF ORGANIZATION (select one):

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership (General or Limited): _____
Name and Address of Each Partner: _____

CORPORATION

State of Incorporation: _____
Date of Incorporation: _____
Executive Officers
- Chief Executive Officer: _____
- President: _____

- Vice President(s):

- Treasurer:

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

PROPOSERS GENERAL INFORMATION:

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida (*Attach with form submission*).

Is this organization an equal employment opportunity employer?

YES NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? *If yes, include Attachment in this Section.*

YES NO

CERTIFICATIONS (if any):

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

PROPOSERS SPECIFIC INFORMATION:

Has any firm listed ever failed to complete a contract awarded to it?

YES NO

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES to either of the two questions above, list as an attachment and state why. Include each project's contact information.

PROPOSER CERTIFICATION

The undersigned, as Proposer, does declare that no person other than the Proposer has any interest in this solicitation or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one proposal for the same work will cause the rejection of all Proposals in which the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the solicitation and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

COMPANY NAME

NAME (PRINT)

TITLE

SIGNATURE

DATE

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Proposers have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Date

Printed Name

ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Proposals, regardless of whether or not any addendum was issued.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	Date
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Treasure Island, Florida

by _____
(Print individual’s name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable its Federal Employer Identification Number) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives’ partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a proposal, proposal or reply on a contract to provide goods or services to a public entity, may not submit a proposal, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-contractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me by means of (select one): physical presence or online notarization, this _____ day of _____, 2026, by _____, who is [select one:] personally known to me **—or—** has produced a Florida driver's license as identification.

Personally known _____

Notary Public – State of Florida

OR Produced Identification _____

My Commission Expires _____

(Type of identification)

(Printed, typed or stamped
commissioned name of notary public)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of _____ (“Contractor”), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

SECTION IV GENERAL CONDITIONS

To ensure acceptance, all Contractors submitting proposals to the City of Treasure Island (“City”) will be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided or not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications within must be directed by email to David Green, Assistant Finance Director, at dgreen@mytreasureisland.org. Interpretations will be posted on the City’s DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Respondent Representations.** It is the responsibility of each respondent before submitting a proposal to:

- a. examine and carefully study the RFP and any data and reference items identified in the RFP;
- b. become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the work;
- c. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that respondent discovers in the RFP and confirm that the written resolution thereof by the City is acceptable to respondent;
- d. determine that the provisions of the RFP are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work; and
- e. agree that the submission of a RFP will constitute an incontrovertible representation by respondent that respondent has complied with every requirement of the RFP, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the work required by the RFP and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the work.

3. **Response Preparation Expenses.** Each respondent preparing a Proposal in response to this request will bear all expenses associated with their preparation. Respondents shall prepare a response with the understanding that no claims for reimbursement may be submitted to the City for the expense or presentation.

4. **Sealed Proposals.** All mailed/delivered Proposals and required documents must be submitted in a sealed envelope. An authorized representative of the respondent must sign all Proposal Forms. The face of the proposal envelope must be plainly marked identifying the item and the date of the proposal opening. No proposals will be accepted after closing time for receipt of proposals, nor will any submissions by telephone, fax, or e-mail be accepted.

5. **Intent of Specifications.** It is the intent of the specifications to describe a certain item(s) or service(s) to be purchased by the City including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

6. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration

be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

7. **Approved Equivalents or Equals.** Any manufacturer’s name, trade name, brand name, model number, etc., listed in the specifications are for information only, and are not intended to limit competition. The respondent may offer any brand for which it/she/he is an authorized representative, which meets or exceeds the specifications as written. If the proposal is based on an “approved equivalent or equal” item, supporting information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent of equal items.

8. **Delivery.** Proposals include all freight costs to Treasure Island, Florida to a point(s) specified in the contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City until after receipt of delivery has been acknowledged by authorized representative of the City.

9. **Mistakes.** Respondents are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the respondent’s risk.

10. **Proposal Withdrawals.** A proposal may be withdrawn by an appropriate document duly executed in the same manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals. Upon receipt of such notice, the unopened proposal will be returned to the respondent. If a respondent wishes to modify its proposal prior to proposal opening, respondent must withdraw its initial proposal and submit a new proposal prior to the date and time for the opening of proposals. Withdrawal of a proposal will not prejudice the rights of a respondent to submit a new proposal prior to the proposal submission deadline date and time. After expiration of the period for receiving proposals, no proposal may be modified.

11. **Selection of Proposal.** Prior to contract award, any respondent may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the respondent must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of respondent and any proposed sub-contractors, suppliers and individuals, or entities to perform the work in accordance with the contract documents. In evaluating whether a respondent is responsible, the City will consider the qualifications of the respondent and may consider the qualifications and experience of suppliers proposed for those portions of the work for which the identified suppliers will participate. The City will also consider whether the respondent is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the respondent that it believes is appropriately qualified, responsible, and responsive.

12. **Award of Contract.** Recommendation for award of contract is made to the City Commission based on the highest ranked, most responsive, and most responsible respondent meeting all conditions and

requirements of the RFP. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

13. **Rejection of Proposals.** The City reserves the right to accept or reject any or all proposals.

14. **Identical Tie Proposals.** The City will follow section 287.087, Florida Statutes, in case of identical submissions. In the event that two or more proposals are identical in price, quality, and service, preference will be given to businesses with a conforming Drug-Free Workplace Program. A Drug-Free Workplace Certificate is enclosed. The City reserves the right to implement any other tiebreakers based on the uniqueness of the solicitation.

15. **Protests.** Respondents who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the Assistant Finance Director within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The protester will be furnished a copy of the written determination and recommendation.

- a. The Department Director with the assistance of the Finance Director shall prepare and submit a written determination to the City Manager recommending either approval or disapproval of the petition.
- b. The City Manager shall review and either approve or disapprove the recommendation of the Director.
- c. Decisions of the City Manager may be appealed to City Commission by submitting to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Commission.
- d. A final decision under this section will be conclusive and shall represent the position of the City.
- e. In the event of a timely protest and/or appeal, the City shall not proceed further with the award for the respective discipline unless the City Manager can justify the award as protecting the public health, welfare, or safety of the City.

16. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids or proposals, 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, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective respondent may contact the City's main office, as specified in the RFP, to address situations such as clarifications relating to the procurement process or respondent protests.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the respondent/protestor any member of the respondent's/protestor's staff, any agent or representative of the respondent/protestor, or any person employed by any legal entity affiliated with or representing a respondent/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until: an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded, whichever is later. This prohibition includes the act of carbon copying officials, agents or employees of the City on email correspondence. Any lobbying activities in

violation of this section or on behalf of a respondent/protestor will result in the disqualification or rejection of the proposal, quotation, statement of qualification, proposal or contract, and may lead to debarment of the respondent or respondent/protestor.

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

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

17. **Proposals From Related Parties or Multiple Proposals Received From One Respondent.** Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) respondent for any contract, such proposals will be judged non-responsive. For purposes of this section, related parties means respondents or the principles thereof, which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principles thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same contract.

18. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Contractor shall perform this Contract. If a respondent intends to subcontract a portion of this work, the respondent must disclose that intent in the proposal. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a contract to a respondent, which has disclosed its intent to assign or subcontract in its response to this solicitation, without exception will constitute approval for purposes of this contract.

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

20. **Documents Related to Contracted Work.** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Contractor and will become the property of the City and will be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Contractor upon the termination of this agreement in whole or in part. Documents shall be provided in original searchable electronic format (as opposed to scanned with OCR). The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Contractor. Upon the Contractor's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Contractor and City mutually deem necessary. The City does not

warrant the accuracy or completeness of the information authored by third parties. The Contractor is responsible for independently verifying the information contained in the documents provided.

21. **Required Disclosure.** With its proposal submission the respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) respondent, (ii) any business entity related to or affiliated with respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity that is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded.

At its sole discretion, the City may reject any proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a proposal, respondent recognizes and accepts that the City may reject the proposal based upon the exercise of its sole discretion and respondent waives any claim it might have for damages or other relief resulting from the rejection of its proposal based on these grounds.

22. **Scrutinized Companies.** By engaging in business with the City, each respondent confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135, Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, respondents confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes, or engaged in any such activity identified in that section.

- a. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- b. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

23. **Tax.** The City is exempt from all state and local sales tax.

24. **Payment of Invoices.** Payment by the City shall be made in accordance with Sections 218.70 *et seq.* Florida Statutes, Local Government Prompt Payment Act. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget.

25. **Appropriations Clause.** By submitting a proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount

sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the Contractor of such event within thirty (30) days and, be thereafter released from all further obligations in any way related to the contract.

26. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all proposals received in response to these specifications and govern any and all claims between person(s) submitting a proposal and the City, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability (as provided by law).

The selected Contractor may be required to provide expert witnesses or testimony, if required by the City, to testify in connection with any suit at law or administrative proceeding. A supplemental agreement will be negotiated between the City and the selected Contractor describing the services desired and providing a basis for compensation to the selected Contractor.

27. **Licenses, Registration and Certificates.** Each respondent must be authorized to conduct business in the State of Florida and must possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Contractor) in the City. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

28. **Permits and Taxes.** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

29. **Public Records.** By submitting a proposal, the Contractor certifies that it/he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701, Florida Statutes, the Contractor may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after proposal opening pursuant to Section 119.07, Florida Statutes. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this RFP will be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

30. **Unauthorized Aliens.** The City will consider the employment by the respondent of unauthorized aliens a violation of Title 8 USC 1324a of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this contract.

31. **Utilities.** The City will not provide utilities such as water, electricity or refuse pickup unless noted in the contract documents.

32. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion that such termination is in the best interests of the City. A notice of termination will be effective if delivered to the

respondent at least five (5) calendar days prior to the termination date contained in the notice. The notice of termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.

33. **Conflict of Interest and Code of Ethics.** The respondent represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required in the contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on either a full or part-time basis. The respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided in the contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Contractor.

With respect to this RFP, if any respondent violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including, but not limited to, Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such respondent will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By submitting an RFP, the respondent represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a respondent is determined to have been untruthful in its RFP or any related presentation, such respondent will be disqualified from eligibility to perform the work described in this RFP and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By offering a submission to this RFP, the respondent certifies that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective individual or firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

34. **Nondiscrimination.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the City hereby notifies all prospective respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

35. **Verification of Employment Status Certification.** In accordance with Florida law, the Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the contract. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this contract unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this contract, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this contract. The City may terminate this contract for cause if the City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The City will terminate this contract for cause if the City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this contract is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this contract and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.

36. **Americans with Disabilities Act.** The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e., mandatory pre-submittal meeting or presentation), should contact the City's Assistant Finance Director at least twenty-four hours in advance of the activity to request reasonable accommodations.

37. **No Consideration of Contractor's Social, Political or Ideological Interests.** Pursuant to section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of Contractor's social, political, or ideological interests when determining if Contractor is a responsible Contractor, nor may the City give preference to Contractor based on Contractor's social, political, or ideological beliefs.

38. **Insurance Requirements.**

A. The Contractor is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the contract; and cause sub-contractor(s), if utilized, to acquire and maintain the same.

1. The Contractor, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the contract prior to the start of any work under this contract. In addition, the Contractor will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: Purchasing
10451 Gulf Blvd.
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Contractor and sub-contractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and is signing the contract with the City.
4. Contractor shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this contract for all employees engaged in this work under this contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
Employer's Liability: \$1,000,000 Each Employee
\$1,000,000 Each Employee Disease
\$1,000,000 Aggregate Disease
2. Commercial General Liability Insurance: The Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

\$1,000,000 Per Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$2,000,000 General Aggregate
3. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, hired, and non-owned vehicles.

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

4. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.
- C. These insurance requirements shall not limit the liability of the Contractor and/or sub-contractor(s). Any remedy provided to the City by the insurance provided by the Contractor and its contractors or sub-contractors will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under contract or otherwise.
 - D. All policies shall be written on a primary, non-contributory basis.
 - E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.
 - F. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.
 - G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.
 - H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this contract.
 - J. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

- K. No Waiver. Neither approval nor failure to disapprove insurance furnished by the Contractor or its sub-contractor will relieve the Contractor or sub-contractor from responsibility to prove insurance as required.
- L. Indemnification Requirements. The Contractor must agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost,

charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the contract.

39. **No Contract Funds to be Used for Identification Documents for Those Not Lawfully in U.S.**

Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

40. **Foreign Country of Concern Disclosure Certification.** This certification is applicable if the offer exceeds \$100,000. Pursuant to section 286.101, Florida Statutes, the Contractor is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the City, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the Contractor certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

NONE

OR

CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

- The name and mailing address of the disclosing entity;
- The amount of the contract or gift or grant or the value or the interest disclosed;
- The applicable Foreign Country of Concern;
- The date of the termination of the contract or interest;
- The date of the receipt of the grant or gift;
- The name of the agent or controlled entity that is the source or interest holder; and
- State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

Signature: _____

Date: _____

Printed Name: _____

Exhibit A: CONTRACT

THE PROPOSED CONTRACT FOR THIS SOLICITATION
IS PROVIDED AS AN ATTACHMENT
PLEASE RETURN SIGNED AS INSTRUCTED

GENERAL PUBLIC SERVICES SUBRECIPIENT AGREEMENT

This General Public Services Subrecipient Agreement (the Agreement), made and entered into this _____ day of _____, 2026, by the City of Treasure Island, Florida, a municipal corporation of the State of Florida (the “City”), and _____ (the Subrecipient), having its principal address at _____ (collectively, the Parties).

WITNESSETH:

WHEREAS, the City desires to use funding to support projects and programs that support the goal of providing resources, services; and special needs related supportive services to homeless and vulnerable citizens located within the geographic boundaries of the City; and

WHEREAS, Subrecipient is known as the leader in mental health providers for homeless populations in Pinellas County and currently operates a homeless street outreach model, which is designed to reduce chronic homelessness by focusing on connecting people who are homeless to housing and resources; and

WHEREAS, the City desires to provide \$_____ from its general fund to Subrecipient for retention of a Bachelor's Prepared Street Outreach & Engagement Specialist who shall be employed full-time by the Subrecipient and divide his/her hours of work equally at the City to provide additional homeless street outreach services (the Services); and

WHEREAS, the City has determined that it would be in its best interest to fund the procurement of the Services from Subrecipient because Subrecipient also administers these services for other jurisdictions in Pinellas County and can provide a continuity of services that meets the transient nature of the homeless population and vulnerable citizens to be served by the Services; and

WHEREAS, the monies hereby contributed to the Services from the City's fund will be drawn from a total fund not to exceed \$_____ to be paid hereunder on a monthly invoice basis in accordance with this Agreement; and

WHEREAS, the provision of the Services supports the goal of providing resources, services, and special needs related supportive services to homeless and vulnerable citizens located within the geographic boundaries of the City.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, understandings, undertakings, representations, and promises, and for other good and valuable considerations the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. RECITALS. The above recitals are true and correct and incorporated herein by reference.

II. SCOPE OF SERVICES.

- A. **PERFORMANCE/AGREEMENT TERM.** The Services of the Subrecipient under this Agreement shall commence on the Effective Date for a term of one (1) year, (the Agreement Term). This Agreement may be extended by two additional one (1) year terms upon mutual agreement of the Parties.
- B. **COMPENSATION.** The City will each pay Subrecipient a total sum of \$_____ inclusive of all costs; annually. Said payments will be paid on a monthly invoice basis. Subrecipient shall invoice the City once per month for an amount not to exceed \$_____ each per month. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City being invoiced. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City reserves the right to disapprove requests for payment that are not consistent with the terms of this Agreement and/or that do not, in the sole discretion of the City, provide adequate documentation of services and/or materials rendered. The City shall not reimburse the Subrecipient for any expenditures in excess of the amount budgeted without prior approval or notification.
- C. **ACTIVITIES.**
1. The Subrecipient will be responsible for administering resources, services, and special needs related supportive services to homeless and vulnerable citizens in a manner satisfactory to the City. The Subrecipient shall provide a Street Outreach & Engagement Specialist, as defined in Attachment A, who will work in partnership with the City in accordance with the attached Scope of Services included in Attachment A. The target population for services is set forth in Attachment A. The Subrecipient shall be responsible for administering the Services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.
 2. The Subrecipient shall provide monthly performance reports of summarizing activity performed pursuant to this Agreement as reported in the HMIS system and submitted no later than 30 days after the end of each calendar month. These reports must include success narratives and be provided to the Life Intervention Task Force of Treasure Island board. Additionally, Subrecipient shall provide monthly reports to the Life Intervention Task Force of Treasure Island board regarding the activities performed by the Subrecipient under this Agreement.

III. NOTICES.

- A. Notices required by this Agreement shall be in writing and delivered via mail, personal delivery or electronic mail. Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.
- B. Communication and details concerning this Agreement shall be directed to the following representatives:

City of Treasure Island
Charles Van Zant, City Manager
10451 Gulf Boulevard
Treasure Island, FL 33706
cvanzant@mytreasureisland.org

With required copy to:
Gretchen R. H. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, FL 32789
bvose@voselaw.com

IV. GENERAL CONDITIONS.

- A. **GENERAL COMPLIANCE.** The Subrecipient agrees to comply with all applicable federal, state, and local laws, regulations, and policies governing the Services and the funds provided under this Agreement. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. **RELATIONSHIP OF PARTIES.** Nothing Contained in this Agreement is intended to, nor shall be construed in any manner as creating of establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation. The Subrecipient has determined that the compensation paid by the City under this Agreement is sufficient to fund the Subrecipient's obligations to perform the services under this Agreement, including but not limited to funding expenses associated with employer benefits, insurance, retirement, FICA, etc. Should the Subrecipient incur additional funding obligations to perform the services under this Agreement,

the City is in no way responsible for paying any additional compensation associated with those funding obligations.

- C. E-VERIFY. The Subrecipient shall use the Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by the Subrecipient throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by the Subrecipient, regardless of compensation, to perform work under this Agreement.

- D. AMENDMENTS. The Parties may amend Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each of the Parties. The City may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by all of the Parties.

- E. DEFAULT.
 - 1. Subrecipient will be in default of this Agreement if Subrecipient materially fails to perform under this Agreement, examples of which include, but are not limited to:
 - i. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, policies or directives as may become applicable at any time;
 - ii. Failures for any reasons to fulfill in a timely and proper manner, its obligations under this Agreement; or
 - iii. Ineffective or improper use of funds provided under this Agreement.

 - 2. The City will be in default of this Agreement if the City materially fails to perform under this Agreement, examples of which include, but are not limited to:
 - i. Failure to pay an invoice from Subrecipient in accordance with Section II of this Agreement.

F. TERMINATION.

1. This Agreement may be terminated for convenience by the City or Subrecipient upon thirty (30) days' written notice by the terminating party. Upon termination, Subrecipient shall return any monies paid by the City for time periods beyond the date of termination. The Subrecipient is entitled to be compensated for any periods of work performed prior to the effective date of termination pursuant the Agreement.
2. Any party may terminate this Agreement for cause at any time immediately upon written notice to the other party if another party: (a) fails to fulfill or abide by any of the terms or conditions in this Agreement; (b) fails to perform in the manner called for by this Agreement; or (c) does not provide work or services in accordance with specifications under this Agreement. The terminating party shall provide written notice to the other parties, detailing the breach and providing thirty (30) days in which to cure the breach. If, upon expiration of the cure period, the breach is not cured, this Agreement shall be deemed terminated as of the date of such expiration.

G. DISCRIMINATION. Subrecipient shall comply with all federal, state, local and city anti-discrimination laws during the term of the Agreement. Upon receipt of evidence of such discrimination the City shall have the right to immediately terminate the Agreement without having to fulfill the terms and conditions remaining on the Agreement.

H. INDEMNIFICATION. The Subrecipient agrees to assume liability for and indemnify, hold harmless, and defend the City, its board members, officers, employees, agents and attorneys from and against all liability and expense including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of the City, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of the City, its officers, employees, agents and attorneys. This includes claims made by the employees of Subrecipient against the City, and Subrecipient hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Subrecipient's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Subrecipient shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such

defense, shall appoint lead counsel, in each case at the Subrecipient's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Subrecipient of any of its obligations hereunder. If Subrecipient assumes control of the defense of any third-party claim in accordance with this paragraph, Subrecipient shall obtain the prior written consent of the City before entering into any settlement of such claim.

Notwithstanding anything to the contrary in this Section, Subrecipient shall not assume or maintain control of the defense of any third-party claim but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) Subrecipient has failed or is failing to prosecute or defend vigorously the third-party claim. Each of the Parties shall cooperate and cause its agents to cooperate in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

I. INSURANCE.

1. **Worker's Compensation.** The Subrecipient shall provide worker's compensation insurance coverage in compliance with Florida Statutes, which shall be maintained in force during the term of this Agreement for all employees, subcontractors, or other persons engaged in the work under this Agreement and shall not be less than:

Coverage A: Workers Compensation	Statutory benefits
Coverage B: Employers Liability	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

2. **General Liability.** Subrecipient, at its sole expense, shall keep in force during the Agreement Term, insurance from an insurance company licensed in the State of Florida and rated A, Class X or better by A.M. Best. Subrecipient's insurance shall be considered primary. The required insurance shall be evidenced by a Certificate of Insurance, which must be submitted to, and approved by the City prior to the Effective Date of this Agreement. The Certificates of Insurance shall bear the requisite endorsements providing for the "City of Treasure Island, its officials and employees," as Certificate Holders and additional insured and shall further provide for waiver of subrogation by Subrecipient where applicable. The Certificate(s) shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes, the Certificates shall include a reference to this Subrecipient.

Current, valid insurance policies meeting the requirements herein identified shall be maintained by Subrecipient for the duration of the Agreement and any extensions or renewals. Renewal certificates shall be provided to the City no less than thirty (30) days prior to any expiration date. Subrecipient shall provide immediate notice of any cancellation, non-renewal or adverse change to the policy or policies required to be obtained or maintained pursuant to this Agreement that is by the Subrecipient. Subrecipient shall immediately forward to the City any notice it receives of any cancellation, nonrenewal or adverse change to any policy that is initiated by the insurer(s). If requested by City, Subrecipient shall furnish complete copies of all insurance forms and/or endorsements.

The City reserve the right to request additional information it deems necessary and at a frequency it deems necessary, to confirm the requisite insurance remains in effect; at the required amount for the duration of this contract and/or any extensions or renewal thereof. Receipt of Certificates or other documentation of insurance policies or copies of policies by the City or by any of their representatives which indicate less coverage than required by this Agreement shall not constitute waiver of Subrecipients obligation to fulfill the requirements of this Section.

Subrecipient shall provide on forms no more restrictive than the latest edition of those filed by the insurance services office, the following types/amounts of insurance:

General Liability

Commercial General Liability per occurrence	\$1,000,000
Damage to Premises	\$300,000
Medical expenses (Any one person)	\$5,000
Personal & Adv Injury	\$1,000,000
General Liability Aggregate	\$2,000,000
Motor Vehicles – Combined Single Limit	\$1,000,000

Failure to comply with this requirement shall subject this contract to immediate cancellation.

- J. ASSIGNABILITY. Subrecipient shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement without the prior written approval of the City. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Subrecipients responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements. Subrecipient shall not pledge, mortgage this award or any interest therein or any claim arising thereunder, to any party or parties, bank, trust companies, or other financing or financial institutions without the written approval of the City.

- K. **WAIVER.** No forbearance on the part of any of the parties shall constitute a waiver of any item requiring performance by another of the parties hereunder. A waiver by one of the Parties of any other of the Parties performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of all Parties.
- L. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
- M. **VENUE AND CHOICE OF LAW.** This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit or other proceeding arising out of or relating to this Agreement shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for state actions and exclusively in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.
- N. **ELECTRONIC SIGNATURE.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten Signature.
- O. **NO THIRD-PARTY BENEFICIARY.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, nor shall it be construed as enforceable by any third parties.
- P. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one .and the same instrument.
- Q. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Subrecipient on behalf of the City, Subrecipient shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs 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 term of this Agreement and following completion or termination of this Agreement, if Subrecipient does not transfer the records to either of the Cities in accordance with (d) below; and (d) upon completion or termination of this Agreement; (i) if either of the Cities, in its sole and absolute discretion, requests that all Public Records in possession of Subrecipient be transferred to the City,

Subrecipient shall transfer, at no cost, to the Cities, all Public Records in possession of Subrecipient within thirty (30) days of such request or (ii) if no such request is made by the City, Subrecipient shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Subrecipient transfers all Public Records to the Cities pursuant to (d)(i) above, Subrecipient shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within-thirty (30) days of transferring the Public Records to the Cities and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Subrecipient keeps and maintains Public Records pursuant to (d)(ii) above; Subrecipient shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from City's custodian of public records, in a format that is compatible with the information technology of the City. If Subrecipient does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Subrecipient is acting on behalf of the City.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

The City of Treasure Island

City Manager

ATTEST:

City Clerk

CONTRACTOR

By:

As its: _____

Attachment A Scope of Services

The Subrecipient shall provide a part-time Street Outreach & Engagement Specialist who will work in partnership with the City's staff. The target population for Services under the Agreement includes any homeless person living on the street or other places not meant for human habitation within the City's boundaries (such as cars, parks, sidewalks, abandoned buildings, etc.). In addition, the target population includes vulnerable and at-risk City residents who need increased access to programs, services, and housing through cooperative partnerships between the City and community.

The primary objectives of the Agreement are as follows:

1. To relieve stress of the poor, distressed, and underprivileged
2. To advance the availability and access to social services
3. To increase access to emergency or sustainable housing to residents and the homeless in need.

Target Population

The target population includes street homeless individuals with priority toward chronically homeless individuals. In addition, the target population includes vulnerable and at-risk City residents who need increased access to programs, services, and housing through cooperative partnerships between the City and community. Subrecipient shall ensure that services are equitable to underserved, socially disadvantaged, and ethnically diverse groups which include services that are culturally and linguistically appropriate.

Transportation

The Subrecipient has agreed that the Street Outreach & Engagement Specialist will use their personal vehicle to travel to the City and perform all related tasks under this Agreement. Transporting individuals in the Street Outreach & Engagement Specialist personal vehicle is the exception. The Street Outreach & Engagement Specialist will work in partnership with other City employees to arrange transportation for individuals served under this Agreement, as needed.

Street Outreach & Engagement Specialist

One part-time or part-time equivalent (minimum 20 hours per week) Street Outreach & Engagement specialist position will be assigned to perform the work under this Scope of Services. This is a professional position that will provide street outreach and engagement to individuals and families who are homeless or at risk of becoming homeless. Additionally, support may be provided to at-risk and vulnerable members of the City. The Street Outreach & Engagement Specialist is responsible for developing professional and supportive relationships with homeless and vulnerable persons, providing ongoing engagement and contact to develop rapport and trust with clients to encourage a commitment from them to work towards creating an effective housing and self-sufficiency plan for long-term housing, establishing, and maintaining effective rapport with community partners and the City; and utilizing flexible and trauma-centered approaches to most effectively respond to acute and chronic concerns.

Services and support offered will include:

1. Making basic contact with homeless individuals and families;
2. Conducting assessments such as a coordinated prioritization assessment;

3. Addressing basic needs such as food, clothing, supplies and obtaining a valid ID;
4. Providing linkage to crisis stabilization, healthcare, and substance abuse and mental health treatment;
5. Providing connection or referrals and advocacy to case management and other long-term services, as determined in coordination with the City;
6. Follow up with homeless individuals and their families to find shelter for them;
7. Assist homeless individuals and families with completing applications for the Pinellas County Health-Program;
8. Assist homeless individuals and families with completing the VI-SPDAT to ensure that such individuals and families are on the list for RRH (HUD's Rapid Re-Housing Program); and
9. Making contact with vulnerable or at-risk members of the community and working with them receive accesses to relevant services and support.

This position will work closely with designated staff members from the City and collaborate with other community service providers externally to provide complete comprehensive services. This position will be primarily field based. The Street Outreach & Engagement Specialist will be experienced working with at least one of the priority populations, such as persons with substance abuse addition and/or mental illness. Hours will be flexible, to include evening and weekends. Work will be required at the discretion of the designated staff members of the City.

The Street Outreach & Engagement Specialist must be willing and able to provide vital support and essential services to the residents of the City in the event of an emergency, pandemic or other disaster situation. Essential employees may be required to work in the field, be "on call" and/or be available and able to work remotely providing telehealth services depending on the needs of the individual being served. In such an emergency, the Street Outreach & Engagement Specialist must notify the designated staff member of the City before traveling to the City so necessary arrangements can be made.

Access to Protected Health Information

The Subrecipient will be knowledgeable in and practice all policies and procedures related to privacy and security practices cited in the health insurance Portability and Privacy Act (HIPAA) applicable to this Scope of Service and position.

Staffing Vacancies

Subrecipient shall notify the City immediately upon any change or departure in the Street Outreach & Engagement Specialist position. Subrecipient will work to fill any vacancy in the Street Outreach & Engagement Specialist position within 30 days of staff departure. During any Vacancy in the Street Outreach & Engagement Specialist position that exceeds 30 consecutive days, the payments under the Agreement shall be suspended until the vacancy is filled.

CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this _____ day of _____, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 2026 (“Agreement”) and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. “Employment Eligibility,” as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for “Foreign Countries of Concern”. If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to Section 268.101(7), Fla. Stat.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without

reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide

professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Treasure Island

City Clerk



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

- DATE:** May 19, 2026
- SUBMITTED BY:** Cathy Hayduke, Parks & Recreation
- ITEM TYPE:** Contracts
- AGENDA SECTION:** CONSENT AGENDA
- SUBJECT:** Non-Exclusive License Agreement Renewal with SVH Beach Rentals, Inc
- BACKGROUND:** In September 2022, the City of Treasure Island entered into a Non-Exclusive License with SVH Beach Rentals, Inc. to provide a beach concessions operation including cabanas, lounges, chairs, umbrellas, kayaks and paddleboards to the general public. The permitted use area is from 99th Avenue to 102nd Avenue behind the Island Inn Beach Resort and the Provident Oceana Beachfront Suites.
- POLICY/PURPOSE:** Commission Approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with SVH Beach Rentals, Inc for beach concessions.
- STRATEGIC PLAN RELEVANCE:** COMMUNITY
GOAL 1: Create a vibrant, active, walkable, engaging, and thriving community that welcomes local families, visitors and tourists.
- ANALYSIS/DISCUSSION:** The Permitted Use Area is located on the public beach from 99th Avenue to 102nd Avenue behind the Island Inn Beach Resort and the Provident Oceana Beachfront Suites. The Permitted Uses include cabanas, lounges, chairs, umbrellas, kayaks and paddle boards.

SVH Beach Rentals, LLC is permitted three (3) storage boxes no larger than 4'x4'x8' to be stored on the public beach within the Permitted Use Area as long as the Florida

Department of Environmental Protection issues any required permits or exemptions for the installation of such storage units on the public beach and the City approves the location.

Signage advertising the beach concessions is limited within the Permitted Use Area only and only as provided in the License. Sandwich boards in the Permitted Use Area or hang tags within the cabanas are permitted signage during business hours only. The concessionaire shall not erect, construct or maintain any signage on the public beach or construct any exposed signage adjacent to the public beach, unless consent to such signage has first been given, in writing, by the City as approved within the City's Sign Ordinance.

SVH Beach Rental's equipment must be kept in a safe and good working condition. The City will assume no liability for loss or damage to any of SVH Beach Rental's equipment. All equipment must be kept a minimum of 150 feet from the approximate high tide line and approximately 8 yards apart. No equipment may be setup or stored within 20 feet from any dune system.

The hours of operation will be permitted from 8:00 AM until sunset daily. However, during Turtle Season from May 1st through October 31st, no equipment shall be setup until the Public Beach has been inspected for turtle nests each morning. The vendor shall not setup equipment next to or within 10 feet of a roped off turtle nest.

The City prohibits the use of all vehicles whatsoever on the Public Beach in connection with the activities authorized under this License. However, in the interest of public safety, SVH Beach Rental's is permitted to use one (1) vehicle for the setup, tear down and to provide maintenance and the replacement of equipment as approved by the City as provided below.

- May through October, 5 PM to 7 PM daily, as needed
- November through April, 4 PM to 6 PM daily, as needed
- All vehicles on the beach must be clearly and visibly

marked with the company's name so as to be easily identified by City staff.

SVH Beach Rentals, Inc. agrees that it will be solely responsible, financially and otherwise, for the installation, operation, maintenance, and repair of the beach concessions equipment that it installs in the Permitted Use Areas.

In the event a severe thunderstorm warning or tornado warning is issued for the Treasure Island area, the vendor must secure beach equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, SVH Beach Rentals shall remove all beach concessions equipment and associated equipment from the Permitted Use Areas and store same outside of the Treasure Island.

SVH Beach Rental's Inc. is required to obtain and keep current a Local Business Tax License with the City and to maintain the insurance coverages defined in the Non-Exclusive License Agreement in accordance with the laws of the State of Florida. The amount of insurance required in the License Agreement may be amended from time to time by the City, upon reasonable notice to the vendor.

SVH Beach Rentals, Inc. staff shall be easily identified by wearing a business shirt or identification badge.

FUNDING:

SVH Beach Rentals, Inc. pays a yearly fee of \$7,725 plus applicable sales tax to the City paid in monthly increments and invoiced by the Finance Department. The license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year. SVH Rentals, Inc. shall remit payment to the City within ten (10) days after the end of each calendar month, along with a copy of the monthly financial report. Payments not received after the tenth day of the month will be assessed a late fee of 10% (percent) of total invoiced amount due to City.

MOTION:

I move to approve and authorize the City Manager to enter into a Non-Exclusive License Agreement with SVH Beach Rentals, Inc. for beach concessions on the public beach between 99th Avenue and 102nd Avenue for a term of five (5) years effective upon approval by the Commission with an automatic renewal twice for a period of one (1) year each.

ATTACHMENTS:

[Non-Exclusive License Agreement 2026_SVH Beach Rentals, Inc.pdf](#)
[Division of Corporations.pdf](#)

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF TREASURE ISLAND, FLORIDA
AND SVH BEACH RENTALS, INC.**

THIS NON-EXCLUSIVE LICENSE TO USE AGREEMENT (hereinafter referred to as “License”) is made this ____ day of _____, 2026, by and between the CITY OF TREASURE ISLAND (“the City”), a municipal corporation of the State of Florida, having its principal place of business at 10451 Gulf Boulevard, Treasure Island, Florida 33706, and SVH Beach Rentals, Inc. (“Licensee”), a Florida corporation, having its principal place of business at 11563 116th Street North, Largo, FL 33778 (collectively, the “Parties”).

WITNESSETH

WHEREAS, the City holds certain publicly owned and controlled lands in trust for the public located within the City of Treasure Island, hereafter referred to as the Public Beach located between 99th Avenue to 102nd Avenue, Treasure Island, FL 33706; and

WHEREAS, Licensee is the owner and operator of SVH Beach Rentals, Inc. and is granted permission to provide a beach concessions operation including cabanas, lounges, chairs, umbrellas, kayaks, paddleboards to the general public; and

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

WHEREAS, the City has determined that there will be a public benefit by granting this License to Licensee for the limited purpose of providing beach concessions at the above locations for use by the residents, tourist and visitors to the City of Treasure Island; and

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

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

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

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated in this License by reference.
2. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsement enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.

3. **Purposes, Scope, Uses, Equipment, Safety.** The principal purpose of the City granting the privileges under this License is to permit the Licensee to provide equipment rentals, to the to the general public in specified areas on the public beach, and is strictly limited to the following conditions:

- a. **Permitted Use Areas.** The Permitted Use Area, which consist of 99th Avenue to 102nd Avenue behind the Island Inn Beach Resort and the Provident Oceana Beachfront Suites, must be kept in a neat, clean and orderly fashion and free from trash at all times. The Public Beach is open to the public and the public shall not be prohibited from utilizing the Public Beach or setting up within the permitted use area as long as the public does not interfere with the beach Licensee's beach concessionaries operations or safety of its patrons. Sufficient space shall be maintained on the Public Beach so that the public safety, cleanup, and repair vehicles can pass safely through the Permitted Use Area. Licensee recognizes that this is a non-exclusive license agreement that the City may grant licenses to other vendors for the Permitted Use Area as well, and that Licensee will not interfere with any other licensee of the City.
- b. **Permitted Uses.** The Licensee is permitted to provide beach concessions including cabanas, lounges, chairs, umbrellas, kayaks and paddle boards on the Public Beach between 102nd Avenue south to 99th Avenue behind the Island Inn Beach Resort and the Provident Oceana Beachfront Suites. Additional equipment may be provided for rent or sale upon approval by the City at a mutually agreed upon fee. The kayaks and paddle boards are not permitted to leave the swim zone area by renters and should not be rented during inclement weather. The Licensee is required to prepare, keep current and submit to the City a rescue/recovery plan in case a kayak or paddle board exits the swim zone area or needs assistance. The Licensee shall comply with all boating laws including but not limited to law pertaining to personal flotation devices or life jackets and hours of operations. No kayaks and paddle boards shall be rented from dusk to twilight. The Licensee may offer lessons for kayak and paddle board rentals.
- c. **Storage Boxes.** Three (3) storage boxes no larger than 4'x4'x8' may be stored on the public beach within the Permitted Use Area behind the Island Inn Beach Resort and Provident Oceana Beachfront Suites so long as the Florida Department of Environmental Protection issues any required permits or exemptions for the installation of such storage units on the Public Beach and the City approves the location. Storage boxes must be kept in a safe and defect free condition. Storage units must be locked at all times. No signage is permitted on the storage units. Licensee's insurance as provided in the paragraph entitled "Insurance" must also cover incidences related to person walking, sitting, laying, jumping, etc. from or on the boxes. Storage units must not interfere with or obstruct vehicles utilized for repair, cleanup or public safety on the Public Beach.
- d. **Signs.** Signage advertising the beach concessions is limited within the Permitted Use Area only and only as provided in this License. Sandwich boards in the Permitted Use Area or hang tags within the cabanas are permitted signage during

business hours only. The Licensee shall not erect, construct or maintain any signage on the Public Beach or construct any exposed signage adjacent to the Public Beach, unless consent to such signage has first been given, in writing, by the City as approved within the City's Sign Ordinance.

- e. **Rental Equipment.** Licensee's equipment must be kept in a safe and good working condition. The City will assume no liability for loss or damage to any of Licensee's equipment. Licensee will be responsible for the ongoing maintenance and any associated costs to replace or repair its equipment. All equipment must be kept a minimum of 150 feet from the approximate high tide line and approximately 8 yards apart. No equipment may be setup or stored within 20 feet from any dune system. The City may make periodic inspections of the equipment and, if necessary, inform the Licensee of any unsafe or unacceptable equipment. However, this does not release the Licensee from his/her duty to inspect the equipment daily for any defects or hazards. Maintenance of equipment may be performed by an outside vendor, but the vendor may not drive on the Public Beach or Permitted Use Area.
- f. **Hours of Operation.** The hours of operation will be permitted from 8:00 AM until sunset daily. However, during Turtle Season from May 1st through October 31st, no equipment shall be setup until the Public Beach has been inspected for turtle nests each morning. The Licensee shall not setup equipment next to or within 10 feet of a roped off turtle nest.
- g. **Vehicles.** The City prohibits the use of all vehicles whatsoever on the Public Beach in connection with the activities authorized under this License. However, in the interest of public safety, the Licensee is permitted to use one (1) vehicle for the setup, tear down and to provide maintenance and the replacement of equipment as approved by the City as provided below. The Licensee must adhere to the use of the specified beach accesses located at Treasure Island Gulf Front Park located at 10400 Gulf Boulevard, Treasure Island, FL 33706. Licensee is permitted to use one (1) vehicle in the Permitted Use Area for the maintenance of equipment, on an as needed basis during the following times:
 - May through October, 5 PM to 7 PM daily, as needed
 - November through April, 4 PM to 6 PM daily, as needed
 - All vehicles on the beach must be clearly and visibly marked with the company's name so as to be easily identified by City staff.

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

- h. **Installation, Operation, Maintenance, Repairs.** Licensee agrees that it will be

solely responsible, financially and otherwise, for the installation, operation, maintenance, and repair of the beach concessions equipment that it installs in the Permitted Use Areas. Licensee shall keep all beach concessions, storage units and associated equipment in good working condition.

- i. **Severe Thunderstorm, Tornado, Tropical Storm or Hurricane Warning.** In the event a severe thunderstorm warning or tornado warning is issued for the Treasure Island area, Licensee must secure beach equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee shall remove all beach concessions equipment and associated equipment from the Permitted Use Areas and store same outside of the City.

4. **Term of Agreement.** The initial term (“Term”) of this License shall be for a term of five (5) years, beginning on the effective date of this License and terminating five (5) years thereafter unless otherwise extended. Upon expiration of the initial term, this License may be automatically renewed twice for a period of one (1) year each (“Renewal Term”), unless at least thirty (30) days prior to the renewal date either party gives written notice of its intent not to continue the License.

5. **Fees and Payments: Business Tax Receipt.**

- (a) Licensee shall pay the City a yearly fee of \$7,725 plus applicable sales tax in monthly increments to the City and as invoiced by the Finance Department. The License fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year. Licensee shall remit payment to the City within ten (10) days after the end of each calendar month, along with a copy of the monthly financial report. Payments not received by the tenth day of the month will be assessed a late fee of 10% (ten percent) of total invoiced amount due to City.
- (b) The Licensee shall be required to obtain and keep current a Local Business Tax License with the City.
- (c) Licensee is required to keep current a permit or exemption from the Florida Department of Environmental Protection for the storage boxes placed on the Public Beach.
- (d) The Licensee shall charge a rental fee based upon local competitive rates. This rental fee shall be set at the sole discretion of the Licensee. The Licensee will notify the City of any change in rental fees. The Licensee shall provide an annual Net Income Statement relative to the rental service on or before each September 30th to the City.

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

designated Permitted Use Areas only for the purposes stated and no unlawful uses will occur whatsoever.

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

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

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

proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Licensee is required to have all users of License's equipment (including but not limited to paddleboards or kayaks rentals or storage) sign a waiver with an indemnification clause to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, and nonperformance of the duties of the Licensee under this License, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys.. If 911 is called, Licensee must notify the Recreation Department at 727-547-4575, Ext. 237, the same day of the injury. Licensee shall ensure that all participants using its equipment have a signed release and that signed release must include the following provision:

“I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE

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

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

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

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN SVH BEACH RENTAL, LLC. AND THE CITY OF TREASURE ISLAND (“City”) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS

INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the License activities and Licensee's equipment. The City, in its sole discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License. This indemnification provision will survive five (4) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

- a. **Comprehensive General Liability Insurance:** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Areas and the operations to be conducted on the Permitted Use Areas including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operation aggregate.
- b. **Workers Compensation Insurance:** Licensee will maintain adequate workman's compensation insurance in the amounts as required by law for employees. The limits will be statutory for Worker's Compensation.

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

status.

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

12. **Assignment.** Licensee shall not assign or transfer voluntarily or involuntarily any of its rights, duties or obligations under this License without the express written consent of City.

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

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

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

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

15. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: **SVH BEACH RENTAL, INC. and/or any agent or employee at 11563 116th Street North, Largo, Florida 33778, (937)974-7798** and/or delivered to the Licensee's Registered Agent. The time of rendition of such notice or communication is the time when the notice is mailed, or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or

given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **City Manager, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, FL 33706**, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, and the change of address notice is effective upon receipt.

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and
- b. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law; and
- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

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

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

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

CITY OF TREASURE ISLAND, FLORIDA

Attest:

By: _____
Charles VanZant, City Manager

Lisa-Marie Kennedy, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

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

PADL, LLC

WITNESSES:

By: _____

Printed Name: Scott A. Hudson

Printed Name:

As its: Owner, SVH Beach Rental, Inc

Printed Name:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SVH BEACH RENTALS, INC.

Filing Information

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State FL
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Principal Address

11563 116TH STREET NORTH
 PINELLAS COUNTY
 LARGO, FL 33778

Mailing Address

11563 116TH STREET NORTH
 PINELLAS COUNTY
 LARGO, FL 33778

Registered Agent Name & Address

SCOTT A. HUDSON
 11563 116TH STREET NORTH
 PINELLAS COUNTY
 LARGO, FL 33778

Officer/Director Detail

Name & Address

Title D

SCOTT A. HUDSON
 11563 116TH STREET NORTH
 LARGO, FL 33778

Title D

VIKKI L. HUDSON
 11563 116TH STREET NORTH
 LARGO, FL 33778

Annual Reports

Report Year	Filed Date
2024	02/09/2024
2025	01/08/2025
2026	01/16/2026

Document Images

01/16/2026 – ANNUAL REPORT	View image in PDF format
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02/09/2024 – ANNUAL REPORT	View image in PDF format
03/13/2023 – ANNUAL REPORT	View image in PDF format
07/07/2022 – Domestic Profit	View image in PDF format



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Non-Exclusive License Agreement Renewal with Surf Rentals, LLC.

BACKGROUND: In May 2016, the City of Treasure Island entered into a Non-Exclusive License with Surf Rentals, LLC. to provide a beach concessions operation including cabanas, lounges, chairs, umbrellas, kayaks and up to four (4) non-motorized paddleboats to the general public. The permitted use area is from 120th Avenue to 121st Avenue.

POLICY/PURPOSE: Commission Approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with Surf Rentals, LLC. for beach concessions.

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

ANALYSIS/DISCUSSION: The Permitted Use Area is located on the public beach from 120th Avenue to 121st Avenue. The Permitted Uses include cabanas, lounges, chairs, umbrellas, kayaks and up to four (4) non-motorized paddleboats.

Signage advertising the beach concessions is limited within the Permitted Use Area only and only as provided in the License. Sandwich boards in the Permitted Use Area or hang tags within the cabanas are permitted signage during business hours only. The concessionaire shall not erect,

construct or maintain any signage on the public beach or construct any exposed signage adjacent to the public beach, unless consent to such signage has first been given, in writing, by the City as approved within the City's Sign Ordinance.

Surf Rentals, LLC. equipment must be kept in a safe and good working condition. The City will assume no liability for loss or damage to any of the concessionaire's equipment. All equipment must be kept a minimum of 150 feet from the approximate high tide line and approximately 8 yards apart. No equipment may be setup or stored within 20 feet from any dune system.

The hours of operation will be permitted from 8:00 AM until sunset daily. However, during Turtle Season from May 1st through October 31st, no equipment shall be setup until the Public Beach has been inspected for turtle nests each morning. The vendor shall not setup equipment next to or within 10 feet of a roped off turtle nest.

The City prohibits the use of all vehicles whatsoever on the Public Beach in connection with the activities authorized under this License. However, in the interest of public safety, Surf Rentals, LLC. is permitted to use one (1) vehicle for the setup, tear down and to provide maintenance and the replacement of equipment as approved by the City as provided below.

- May through October, 5 PM to 7 PM daily, as needed
- November through April, 4 PM to 6 PM daily, as needed
- All vehicles on the beach must be clearly and visibly marked with the company's name so as to be easily identified by City staff.

Surf Rental, LLC. agrees that it will be solely responsible, financially and otherwise, for the installation, operation, maintenance, and repair of the beach concessions equipment that it installs in the Permitted Use Areas.

In the event a severe thunderstorm warning or tornado warning is issued for the Treasure Island area, the concessionaire must secure beach equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, Surf Rentals shall remove all beach concessions equipment and associated equipment from the Permitted Use Areas and store same outside of the Treasure Island.

Surf Rentals, LLC. is required to obtain and keep current a Local Business Tax License with the City and to maintain the insurance coverages defined in the Non-Exclusive License Agreement in accordance with the laws of the State of Florida. The amount of insurance required in the License Agreement may be amended from time to time by the City, upon reasonable notice to the vendor.

Surf Rental's staff shall be easily identified by wearing a business shirt or identification badge.

FUNDING:

Surf Rentals, LLC. pays a yearly fee of \$6,556 plus applicable sales tax to the City paid in monthly increments and invoiced by the Finance Department. The license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year. Surf Rentals, LLC. shall remit payment to the City within ten (10) days after the end of each calendar month, along with a copy of the monthly financial report. Payments not received by the tenth day of the month will be assessed a late fee of 10% (percent) of total invoiced amount due to City.

MOTION:

I move to approve and authorize the City Manager to enter into a Non-Exclusive License Agreement with Surf Rentals, LLC. for beach concessions on the public beach between 120th and 12st Avenue for a term of five (5) years effective upon approval by the Commission with an automatic renewal twice for a period of one (1) year each.

ATTACHMENTS:

[Non-Exclusive License Agreement 2026_SurfRentals, LLC.pdf](#)
[Sunbiz Detail by Entity Name.pdf](#)

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF TREASURE ISLAND, FLORIDA
AND SURF RENTALS, LLC.**

THIS NON-EXCLUSIVE LICENSE TO USE AGREEMENT (hereinafter referred to as “License”) is made this ____ day of _____, 2026, by and between the CITY OF TREASURE ISLAND (“the City”), a municipal corporation of the State of Florida, having its principal place of business at 10451 Gulf Boulevard, Treasure Island, Florida 33706, and Surf Rentals, LLC. (“Licensee”), a Florida corporation, having its principal place of business at 5584 92ND Terrace North, Pinellas Park, FL 33782 (collectively, the “Parties”).

WITNESSETH

WHEREAS, the City holds certain publicly owned and controlled lands in trust for the public located within the City of Treasure Island, hereafter referred to as the Public Beach; and

WHEREAS, Licensee is the owner and operator of Surf Rentals, LLC. and is granted permission to operate beach concession services on the publicly owned and controlled beaches within the City of Treasure Island; and

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

WHEREAS, the City has determined that there will be a public benefit by granting this License to Licensee for the limited purpose of providing recreational amenities and beach concessions for use by the residents, tourist and visitors to the City of Treasure Island; and

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

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

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

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

2. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsement enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.

3. **Purposes, Scope, Uses, Equipment, Safety.** The principal purpose of the City granting the privileges under this License is to permit the Licensee to operate beach concession services, to the to the general public in specified areas on the public beach, and is strictly limited to the following conditions:

- a. **Permitted Use Areas:** The Licensee is permitted to provide beach concessions services from 120th Avenue to 121st Avenue as allowed by law (hereinafter the “Permitted Use Area”. The equipment and Permitted Use Area must be kept in a neat, clean and orderly fashion and free from trash at all times. The Public Beach is open to the public and the public shall not be prohibited from utilizing the Public Beach or setting up within the permitted use area as long as the public does not interfere with the beach Licensee’s beach concessionaries operations or safety of its patrons. Sufficient space shall be maintained on the Public Beach so that the public safety, cleanup, and repair vehicles can pass safely through the Permitted Use Area. Licensee recognizes that this is a non-exclusive license agreement that the City may grant licenses to other vendors for the Permitted Use Area as well, and that Licensee will not interfere with any other licensee of the City.
- b. **Permitted Uses:** The Licensee is permitted to provide beach concessions including cabanas, lounges, chairs, umbrellas, kayaks and up to four (4) non-motorized paddleboats on the Public Beach between 120th Avenue to 121st Avenue. Additional equipment may be provided for rent or sale upon approval by the City at a mutually agreed upon fee. The kayaks and paddleboats are not permitted to leave the swim zone area by renters and should not be rented during inclement weather. The Licensee is required to prepare, keep current and submit to the City a rescue/recovery plan in case a kayak or paddleboat exits the swim zone area or needs assistance. The Licensee shall comply with all boating laws including but not limited to law pertaining to personal flotation devices or life jackets and hours of operations. No kayaks and paddleboats shall be rented from dusk to twilight. The Licensee may offer lessons for kayak rentals.
- c. **Signs.** Signage advertising the beach concessions is limited within the Permitted Use Area only and only as provided in this License. Sandwich boards in the Permitted Use Area or hang tags within the cabanas are permitted signage during business hours only. The Licensee shall not erect, construct or maintain any signage on the Public Beach or construct any exposed signage adjacent to the Public Beach, unless consent to such signage has first been given, in writing, by the City as approved within the City’s Sign Ordinance.
- d. **Rental Equipment.** Licensee's equipment must be kept in a safe and good working condition. The City will assume no liability for loss or damage to any of Licensee's equipment. Licensee will be responsible for the ongoing maintenance and any associated costs to replace or repair its equipment. All equipment must be kept a minimum of 150 feet from the approximate high tide line and approximately 8 yards apart. No equipment may be setup or stored within 20 feet from any dune system. Equipment will be stored at 120th Avenue, when not in use or during no-business

hours. The City may make periodic inspections of the equipment and, if necessary, inform the Licensee of any unsafe or unacceptable equipment. However, this does not release the Licensee from his/her duty to inspect the equipment daily for any defects or hazards. Maintenance of equipment may be performed by an outside vendor, but the vendor may not drive on the Public Beach or Permitted Use Area.

- e. **Hours of Operation.** The hours of operation will be permitted from 8:00 AM until sunset daily. However, during Turtle Season from May 1st through October 31st, no equipment shall be setup until the Public Beach has been inspected for turtle nests each morning. The Licensee shall not setup equipment next to or within 10 feet of a roped off turtle nest.
- f. **Vehicles.** The City prohibits the use of all vehicles whatsoever on the Public Beach in connection with the activities authorized under this License. However, in the interest of public safety, the Licensee is permitted to use one (1) vehicle for the setup, tear down and to provide maintenance and the replacement of equipment as approved by the City as provided below. The Licensee must adhere to the use of the specified beach accesses located at Treasure Island Gulf Front Park located at 10400 Gulf Boulevard, Treasure Island, FL 33706. Licensee is permitted to use one (1) vehicle in the Permitted Use Area for the maintenance of equipment, on an as needed basis during the following times:
- May through October, 5 PM to 7 PM daily, as needed
 - November through April, 4 PM to 6 PM daily, as needed
 - All vehicles on the beach must be clearly and visibly marked with the company's name so as to be easily identified by City staff.

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

- g. **Installation, Operation, Maintenance, Repairs.** Licensee agrees that it will be solely responsible, financially and otherwise, for the installation, operation, maintenance, and repair of the beach concessions equipment that it installs in the Permitted Use Areas. Licensee shall keep all beach concessions, storage units and associated equipment in good working condition.
- h. **Severe Thunderstorm, Tornado, Tropical Storm or Hurricane Warning.** In the event a severe thunderstorm warning or tornado warning is issued for the Treasure Island area, Licensee must secure beach equipment. In the event a tropical storm or hurricane warning is declared for the City of Treasure Island, the Licensee shall remove all beach concessions equipment and associated equipment from the Permitted Use Areas and store same outside of the City.

4. **Term of Agreement.** The initial term (“Term”) of this License shall be for a term of five (5) years, beginning on the effective date of this License and terminating five (5) years thereafter unless otherwise extended. Upon expiration of the initial term, this License may be automatically renewed twice for a period of one (1) year each (“Renewal Term”), unless at least thirty (30) days prior to the renewal date either party gives written notice of its intent not to continue the License.

5. **Fees and Payments: Business Tax Receipt.**

- (a) Licensee shall pay the City a yearly fee of \$6,556 plus applicable sales tax in monthly increments to the City and as invoiced by the Finance Department. The License fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 3% maximum per year. Licensee shall remit payment to the City within ten (10) days after the end of each calendar month, along with a copy of the monthly financial report. Payments not received by the tenth day of the month will be assessed a late fee of 10% (ten percent) of total invoiced amount due to City.
- (b) The Licensee shall be required to obtain and keep current a Local Business Tax License with the City.
- (c) The Licensee shall charge a rental fee based upon local competitive rates. This rental fee shall be set at the sole discretion of the Licensee. The Licensee will notify the City of any change in rental fees. The Licensee shall provide an annual Net Income Statement relative to the rental service on or before each September 30th to the City.

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

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

8. **Hold Harmless, Indemnity, and Release.** The Parties recognize that Licenses is an independent contractor. Licensee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, and nonperformance of the duties of the Licensee under this License, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its

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

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

Licensee is required to have all users of License's equipment (including but not limited to paddleboards or kayaks rentals or storage) sign a waiver with an indemnification clause to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, and nonperformance of the duties of the Licensee under this License, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys.. If 911 is called, Licensee must notify the Recreation Department at 727-547-4575, Ext. 237, the same day of the injury. Licensee shall ensure that all participants using its equipment have a signed release and that signed release must include the following provision:

“I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE

assume liability for and indemnify, hold harmless the City of Treasure Island, its commissioners,

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

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

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

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

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the License activities and Licensee's equipment. The City, in its sole discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License. This indemnification provision will survive five (4) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9. **Insurance.** Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License

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

- a. **Comprehensive General Liability Insurance:** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property damage, acceptable to and approved by the City, covering the Permitted Use Areas and the operations to be conducted on the Permitted Use Areas including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operation aggregate.
- b. **Workers Compensation Insurance:** Licensee will maintain adequate workman's compensation insurance in the amounts as required by law for employees. The limits will be statutory for Worker's Compensation.

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

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

12. **Assignment.** Licensee shall not assign or transfer voluntarily or involuntarily any of its rights, duties or obligations under this License without the express written consent of City.

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

drafted by the City.

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

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

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

15. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: **Frank Taylor and Joseph Taylor and/or any agent or employee at 5584 92nd Terrace North, Pinellas Park, FL 33782** and/or delivered to the Licensee's Registered Agent. The time of rendition of such notice or communication is the time when the notice is mailed or personally delivered. Any notice or communication which Licensee may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: **City Manager, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, FL 33706**, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, and the change of address notice is effective upon receipt.

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and
- b. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law; and
- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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

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

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

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

CITY OF TREASURE ISLAND, FLORIDA

Attest:

By: _____
Charles VanZant, City Manager

Lisa-Marie Kennedy, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

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

PADL, LLC

WITNESSES:

By: _____

Printed Name: Frank Taylor

Printed Name:

As its: Owner, Surf Rentals, LLC

Printed Name:

By: _____

Printed Name: Joseph Taylor

Printed Name:

As its: Owner, Surf Rentals, LLC

Printed Name:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SURF RENTALS LLC

Filing Information

Document Number	L15000064862
FEI/EIN Number	47-3718577
Date Filed	04/14/2015
Effective Date	04/13/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/05/2025

Principal Address

5584 92ND TERRACE N
PINELLAS PARK, FL 33782

Mailing Address

5584 92ND TERRACE N
PINELLAS PARK, FL 33782

Registered Agent Name & Address

TAYLOR, FRANK
5584 92ND TERRACE N
PINELLAS PARK, FL 33782

Name Changed: 10/05/2025

Authorized Person(s) Detail

Name & Address

Title AMBR

TAYLOR, FRANK
5584 92ND TERRACE N
PINELLAS PARK, FL 33782

Title AMBR

TAYLOR, JOESPH
8014 29TH AVE NORTH
ST. PETERSBURG, FL 33710

Annual Reports

Report Year	Filed Date
2024	04/25/2024
2025	10/05/2025
2026	04/28/2026

Document Images

04/28/2026 -- ANNUAL REPORT	View image in PDF format
10/05/2025 -- REINSTATEMENT	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
04/29/2023 -- ANNUAL REPORT	View image in PDF format
04/26/2022 -- ANNUAL REPORT	View image in PDF format
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04/30/2016 -- ANNUAL REPORT	View image in PDF format
04/14/2015 -- Florida Limited Liability	View image in PDF format



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2026-11, Budget Amendment Commercial Redevelopment Master Plan

BACKGROUND:

The City issued RFQ 26-009 to solicit firms to provide planning services for the development of a Commercial Redevelopment Master Plan. On April 7, 2026, the contract for RFQ 26-009 was awarded by the City Commission to Raftelis Financial Consultants for an amount not to exceed \$197,504.

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 an additional \$198,000 for the expense of completing the Treasure Island Commercial Redevelopment Master Plan.

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. The project will be phased, and each task area has a defined scope, schedule, and fees, allowing the City to maintain oversight, budget control, and flexibility as the project progresses.

FUNDING: General Fund Set Aside Reserves

MOTION: I move to approve Ordinance No. 2026-11 at this second and final public hearing.

ATTACHMENTS:

[Budget Amendment 2026-11.xlsx](#)

[ORDINANCE_2026-11-Master Plan.docx](#)

[CITY-OF-TREASURE-ISLAND-87016-1-SIGNED-AFFIDAVIT.pdf](#)



BUDGET AMENDMENT

DATE: 2026-05-19

FY
2026

TO: City of Treasure Island City Manager

Ord. #
2026-11

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

<i>Fund</i>	<i>Acct.</i>	<i>Name</i>	<i>Proceeds for:</i>	<i>TOTAL</i>
Total				\$ -

EXPENSE:

<i>Fund</i>	<i>Prog.</i>	<i>Acct.</i>	<i>Name</i>	<i>TOTAL</i>
001	5120	XXXX	Commercial Redevelopment Master Plan	'FY 2026 budget amendment, General Fund Expense
				\$ 198,000.00
Total				\$ 198,000.00

EXPLANATION:

City of Treasure Island shall budget \$198K for performance of a Commercial Redevelopment Master Plan estimated to be spent in FY2026.

<p>Chief Financial Officer: _____</p> <p>City Manager: _____</p> <p>Completed by Finance: _____</p>	<p>DATE</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF \$198,000 FOR EXPENSE OF COMPLETING A COMMERCIAL REDEVELOPMENT MASTER PLAN 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 \$198,000 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 \$198,000 in General Fund toward the expense of completing a City Commercial Master Plan.

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 \$198,000 in General Fund toward the expense of completing a City Commercial Master Plan.

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

<u>General Fund - Expenses</u>		
Commercial Redevelopment Master Plan	001-5210-XXXX	\$198,000

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 21st day of April, 2026.

SECOND READING and PUBLIC HEARING on the 19th day of May, 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

87016

Tampa Bay Times

Published Daily

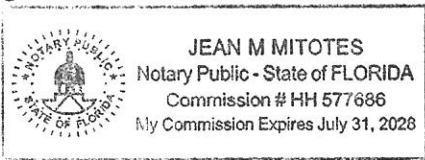

STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison 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 NO. 2026-11 was published in said newspaper by print in the issues of 04/29/26 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 
Sworn to and subscribed before me this **04/29/2026**

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



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 a first reading and public hearing on the following ordinance:

ORDINANCE 2026-11

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF \$198,000 FOR EXPENSE OF COMPLETING A COMMERCIAL REDEVELOPMENT MASTER PLAN PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE

This ordinance will be considered on first reading and public hearing on Tuesday, May 19, 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, C **172** rk



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading and Public Hearing, Ordinance 2026-12 - Unsafe Structures

BACKGROUND:

The City of Treasure Island experienced significant impacts from two consecutive hurricane events, resulting in widespread damage to residential and non-residential structures throughout the city. These storm events may have exacerbated existing structural vulnerabilities and/or created new hazards, including compromised building systems, flood damage, structural instability, and unsafe living conditions.

Within the City, certain properties, buildings, and structures may contain defects that increase the risk of fire, accident or collapse. In some cases, these conditions render structures unsafe, unsanitary, dangerous, or otherwise detrimental to the health, safety, and general welfare of residents.

POLICY/PURPOSE:

The purpose of the proposed ordinance is to protect the public health, safety and welfare by identifying, regulating and when necessary, condemning and removing unsafe structures.

STRATEGIC PLAN RELEVANCE:

Bold Action 1: Perform a review of local ordinances and Land Development Regulations

Bold Action 2: Update the City's Comprehensive Plan, local ordinances and Land Development Regulations

ANALYSIS/DISCUSSION: Establishing an unsafe structures/condemnation ordinance provides the City with the necessary authority and procedures to identify, evaluate, and remediate structures that pose a threat to public health and safety. This includes the ability to require repair or demolition, as appropriate.

The adoption of this ordinance is in the public interest and is necessary to eliminate dangerous conditions, prevent blight, and promote the health, safety, and general welfare of the residents of the City of Treasure Island. This action will support the City's ongoing recovery efforts while ensuring that redevelopment and rebuilding occur in a safe, orderly, and resilient manner.

FUNDING: No funding is requested at this time.

MOTION: I move to approve Ordinance 2026-12 and schedule a second and final public hearing.

ATTACHMENTS:

[Ordinance 2026-12 Attorney Reviewed.pdf](#)

[Business Impact Estimate - Ordinance 2026-12.pdf](#)

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO PUBLIC HEALTH, SAFETY AND GENERAL WELFARE OF THE CITY OF TREASURE ISLAND, FLORIDA; AMENDING THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, BY AMENDING CHAPTER 8 "BUILDING REGULATIONS AND FIRE CODE" BY ESTABLISHING ARTICLE V "DANGEROUS OR UNSAFE STRUCTURES" WHICH INCLUDES DIVISION 1 "GENERALLY", SECTION 8-91 "DEFINITIONS", SECTION 8-92 "CERTAIN STRUCTURES DECLARED TO BE A NUISANCE; COSTS TO BE ASSESSED AS A LIEN", SECTION 8-93 "PERIODIC INSPECTION OF BUILDINGS; NOTICE OF CONDEMNATION; HEARING", SECTION 8-94 "APPEARANCE OF INTERESTED PARTIES BEFORE CITY COMMISSION", SECTION 8-95 "ALTERNATIVE PROCEDURE FOR ABATING NUISANCE", SECTION 8-96 "IMPLEMENTING ADMINISTRATIVE ACTIONS", DIVISION 2 "EMERGENCY PROCEDURES", SECTION 8-97 "PURPOSE", SECTION 8-98 "AUTHORITY TO CONDEMN HAZARDOUS STRUCTURES IN EMERGENCY CONDITIONS; REPORTING; REFERRAL TO SPECIAL MAGISTRATE; NOTICE", SECTION 8-99 "EMERGENCY HEARING PROCEDURE; CONTENTS OF ORDER; NOTICE TO PARTIES IN INTEREST", SECTION 8-100 "MANNER OF ABATEMENT", DIVISION 3 "NONEMERGENCY PROCEDURE", SECTION 8-101 "PURPOSE", SECTION 8-102 "DETERMINATION OF UNFIT OR UNSAFE STRUCTURE; NOTICE TO PARTIES IN INTEREST", SECTION 8-103 "HEARING PROCEDURE; CONTENTS OF ORDER; NOTICE TO PARTIES IN INTEREST", SECTION 8-104 "EXTENSION OF TIME TO COMPLY", SECTION 8-105 "MANNER OF ABATEMENT; ACTION BY CITY ON FAILURE TO COMPLY", DIVISION 4 "ASSESSMENT OF COSTS; IMPOSITION OF LIEN ON PROPERTY", SECTION 8-106 "HEARING ON COSTS; NOTICE OF HEARING", SECTION 8-107 "HEARING PROCEDURE; IMPOSITION OF LIEN", SECTION 8-108 "SATISFACTION OF ASSESSMENT, PROVIDING FOR SEVERABILITY; CONFLICT; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of the City's Charter and its home rule powers, the City Commission of the City of Treasure Island, Florida possesses the power to amend the Code of Ordinances for the City of Treasure Island, Florida; and

WHEREAS, within the City boundaries, property, buildings and structures may contain defects which increase the hazards of fire, accident or other calamities, or other conditions which render such property, buildings, and structures unsafe, unsanitary, dangerous or detrimental to the health, safety and general welfare of the residents of the City of Treasure Island, Florida; and

WHEREAS, the City finds that these defects or other conditions can be relieved, prevented or eliminated through the regulation of dangerous or unsafe structures to which is of preeminent importance for the overall enhancement of the health, safety and general welfare of the citizens of the City of Treasure Island, Florida; and

WHEREAS, the City has determined that it is in the public interest to eliminate dangerous or unsafe structures as public nuisances and to protect City neighborhoods from decline and devaluation; and

WHEREAS, the City has determined that it is necessary to preserve and promote the health, safety and general welfare of the residents of the City by eliminating the dangers, blight and unsafe conditions caused by dangerous or unsafe structures; and

WHEREAS, after careful consideration, the City has determined that in order to preserve and promote the health, safety and general welfare of the citizens of the City of Treasure Island, Florida, it is necessary to amend Chapter 8 “Building Regulations and Fire Code” by establishing a new Article V “Dangerous or Unsafe Structures” in the Code of Ordinances of the City of Treasure Island, Florida; and

WHEREAS, adoption of a new Article V “Dangerous or Unsafe Structures” in the Code of Ordinances of the City of Treasure Island, Florida is in the best interest of the residents of the City of Treasure Island, Florida.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN

SECTION 1. That 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 for the adoption of this Ordinance.

SECTION 2. That Chapter 8 “BUILDING REGULATIONS AND FIRE CODE” of the Code of Ordinances of the City of Treasure Island, Florida is hereby amended by adding an Article to be numbered V and titled “DANGEROUS OR UNSAFE STRUCTURES, which said Article reads as follows:

CHAPTER 8 – BUILDING REGULATIONS AND FIRE CODE

ARTICLE V. – Dangerous or Unsafe Structures

DIVISION 1. - GENERALLY

Sec. 8-91. - Definitions.

The following definitions will apply throughout this article:

Abandoned refers to any structure left vacant and unsecured by the owner of such structure with no overt indication of intent of the owner to resume the intended use of such structure.

Abate means to take any or all measures necessary to remedy any condition(s) that exists which renders a structure unfit or unsafe as defined by this section.

Administrative Fee means a fee established by the City Commission by Resolution reflecting a reasonable estimate of the value of the expenditure of the City's staff's time and other resources.

Costs shall include any and all costs and expenses to abate the nuisance, including but not limited to the collection of demolition or repair expenses, recording fees, title work etc., which requires the expenditure of City funds as well as an administrative fee.

Dilapidated, deteriorated or decayed structure refers to any structure which, by reason of inadequate maintenance, obsolescence or abandonment, is unfit or unsafe, constitutes a fire hazard or other danger to life or property, or is inadequate for the purpose for which such structure was intended.

Emergency Conditions refers to a clear, present and immediate hazard to the safety of people or property.

Parties in Interest refers to any individual(s) who has a property right in the property where the public nuisance is located, as well as adjacent neighbors and others who may be affected parties as defined by Florida law.

Structure includes any dwelling, edifice, building, dock, deck or other improvement which is intended or used for habitation, recreation, storage, or occupation.

Substantial structural deterioration means substantial structural distress or substantial structural weakness that negatively affects a structure's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the building official, licensed engineer or architect performing an inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Unfit or unsafe refers to any structure that is:

- a. Determined by the building official to have substantial structural deterioration or otherwise be structurally unsound, uninhabitable or unstable; or

- b. A structure, or a portion thereof, that has been extensively damaged by fire, flood, wind, or other natural phenomena such that the structure is substantially destroyed or poses an immediate and manifest danger to the life, health, or safety of the general public or any occupant; or
- c. The remains, debris, wall, chimney, or floors of a building or structure that has partially or completely collapsed, fallen, significantly damaged, or torn down; or
- d. Has inadequate exits or entrance facilities, or lacks a permanent means of securing all openings against the weather or unauthorized entry; or
- e. A fire hazard or otherwise hazardous to health or safety of the public because of inadequate maintenance, dilapidation, obsolescence or abandonment.

Sec. 8-92. - Certain structures declared to be a nuisance; costs to be assessed as a lien.

Unfit or unsafe structures as defined in Section 8-91 are declared a public nuisance and unlawful. In those instances where the City is authorized and proceeds with abatement or the demolition of a public nuisance, the associated costs may be assessed as a lien on the property following notice to the property owner, a hearing and order by a special magistrate. The City may collect the lien by foreclosure, the uniform method of collection of non-ad valorem special assessments, or other collection methods authorized by Florida law.

Sec. 8-93. Periodic inspection of structures.

The building official, the fire chief, or their designees are authorized to periodically inspect or have inspected structures within the City, with the consent of the owner of the property where the structures are located, and if such official finds any structure to be in a dilapidated, unsanitary, unsafe or uninhabitable condition, the City may seek a determination by a special magistrate that a public nuisance exists and authorization for abatement or demolition of the structure consistent with the provisions herein. The building official, the fire chief, and their designees are authorized to request an administrative search or inspection warrant from the special magistrate if denied access to the property where the nuisance exists.

The authority granted herein is supplementary to all powers and authority granted the building official, the fire chief, and their designees under the building code, fire code, and any additional statutory authority.

Sec. 8-94. - Appearance of interested parties before special magistrate.

Any parties in interest may appear before the special magistrate in person, by counsel or by an agent. A party in interest shall be allotted time to present

evidence regarding the matter after announcing for the record the reason for their status as a party in interest.

Sec. 8-95. - Alternative procedure for abating nuisance.

Nothing contained in this division shall prohibit the City Commission from authorizing, at any time, the filing of a circuit court action in the circuit court pursuant to F.S. § 823.05 or F.S. § 60.05 for the abatement of a nuisance as defined therein, or injunctive relief.

Sec. 8-96. Implementing administrative actions.

The City Manager or designee is hereby authorized to take any or all necessary administrative actions to implement this Article, including but not limited to, the adoption of administrative rules.

DIVISION 2. - EMERGENCY PROCEDURES

Sec. 8-97. - Purpose.

This division provides procedures for the expedited abatement of certain nuisances, comprised of unfit or unsafe structures, which are found to constitute nuisances, which require emergency action due to the presence of unfit or unsafe conditions.

Sec. 8-98. - Authority to condemn hazardous structures in emergency conditions; reporting; referral to special magistrate; vacation; notice.

Whenever the building official, the fire chief, or their designees, determines that a nuisance exists which creates emergency conditions due to an unfit or unsafe structures constituting a hazard to the safety of persons or property, the building official, the fire chief, or their designees may issue an order of condemnation prohibiting habitation or occupation of the structure, which order will be conspicuously posted on the structure or property. It will be unlawful to alter, deface, or remove any such order during the pendency thereof. Such order will require the structure or portion thereof to be vacated forthwith and not be reoccupied until the specified repairs and improvements are completed, inspected, and approved by the building official.

Any occupied structure condemned by the building official shall be vacated as ordered by the building official's order of condemnation. When a structure is condemned as a result of the negligent or intentional act or failure to act by the owner, the owner shall, within eight hours from the time of the order to vacate, make, or cause to be made, all necessary arrangements to relocate the displaced residents into housing that is safe, sanitary, and secure until such time that the building, unit, or units are made safe for re-occupation, or for at least a three-month period, and the owner shall pay or cause to be paid all of the reasonable expenses involved in such relocation. Any person who owns a condemned structure and fails

to have the structure vacated in accordance with this paragraph shall be in violation of this section.

The building official, the fire chief, or their designees will prepare a report specifying in detail the condition of the unfit or unsafe structure, why an emergency condition(s) exists, and the actions necessary to abate or remedy the emergency condition(s).

The City Manager or designee will schedule a hearing at the earliest possible time before the special magistrate seeking a declaration that the structure is a public nuisance, that emergency conditions exist, and ordering the immediate abatement or demolition of the structure as necessary. The City Manager shall cause to be placed upon such structure or property a notice of the hearing. The City Manager will direct to be delivered to the owner or owners, either in person or by certified or registered mail to the last known address as shown by the tax assessment rolls of Pinellas County, a notice to the owner of the property involved, that the building or structure thereon has been found by officials of the City to be unfit or unsafe, and that the City intends to conduct a hearing before the special magistrate. Such notice shall further provide information to the owner of his or her rights to attend the hearing and present any and all relevant information to the special magistrate.

At the time, date, and place scheduled for the hearing, the special magistrate shall hear evidence pertaining to whether the structure is unfit or unsafe and whether emergency conditions exist upon the property, including any testimony or evidence which the owner of the property or any interested person may desire to tender. Upon a proper showing and considering of all the evidence, if a determination is made by the special magistrate that the condition of the structure at issue presents a clear, present and immediate hazard to the safety of persons or property, the special magistrate will issue an emergency order declaring the same to be a nuisance and authorizing the immediate abatement or demolition of such nuisance.

Sec. 8-99. – Emergency hearing procedure; contents of order; notice to parties in interest.

The emergency order authorizing the abatement of any building declared a nuisance shall set forth a description of the property, the name and the address of the owner thereof as listed on the most recent tax roll, a recitation of facts in support of the order and the method and the manner and by whom the abatement measure is to be performed. The City shall give notice to the owner and any parties in of the order issued by the special magistrate. Notice of the order shall be served upon the owner of record and all other persons having a legal interest in the property, by certified or registered mail to the last known address as shown by the

tax assessment rolls of Pinellas County, and shall be posted on the property and at city hall.

If the owner can make arrangements for the abatement of such nuisance within the same time period as contemplated by the special magistrate, the order shall be issued but shall be held in abeyance for a stated time in order to allow the owner to proceed with the abatement or removal of the nuisance; provided, however, that if the owner does not proceed with the abatement in such manner, the nuisance shall be abated or removed in accordance with the provisions of the order without further hearing.

Sec. 8-100. - Manner of abatement.

The abatement or demolition of any structure declared a nuisance may be performed by city employees or by an independent contractor who shall dismantle, demolish, abate or remove such a nuisance as ordered. If an independent contractor is employed for such purpose, in the interest of expediting such abatement for the protection and security of the public welfare and safety, unless otherwise prohibited by Florida law, it shall not be necessary to invite bids for the performance of such abatement work but instead the City Manager shall secure price quotations with all due dispatch and award the abatement job to the most qualified independent contractor who is capable of performing such work on an emergency basis; provided, however, that the abatement job shall be awarded to the contractor making the lowest price quotation so long as such independent contractor is certified and licensed to perform such an abatement job in accordance with the method of abatement or removal as ordered.

DIVISION 3. - NONEMERGENCY PROCEDURE

Sec. 8-101. - Purpose.

This division provides procedures for the abatement of certain nuisances, comprised of unfit structures which are not found to constitute emergency conditions.

Sec. 8-102. - Determination of unfit or unsafe structure; notice to parties in interest.

Whenever the building official, the fire chief, or their designees, determines a property contains unfit or unsafe structures, they may prepare a report to the city manager specifying in detail the condition of the building or structure and the actions necessary to abate or remedy the condition.

When the building official, the fire chief, or their designees verifies the existence of an unfit or unsafe structure, a hearing before the special magistrate shall be scheduled. Notice of the hearing shall be posted at the property and at city hall and served upon the owner of record and all other persons having a known

legal interest in the property, by certified or registered mail to the last known address as shown by the tax assessment rolls of Pinellas County. If the owner cannot be located for personal delivery or receipt of certified or registered mail of the notice, after reasonable inquiry, then the notice shall be published once a week for four (4) consecutive weeks in a newspaper of general circulation within the County, and such service shall be deemed sufficient to show that the notice requirements of this Section have been met without regard to whether or not the property owner actually received such notice.

The notice to the owner of the property involved must state that the building or structure thereon has been found by officials of the City to be in unfit or unsafe condition, and that the City intends to conduct a hearing before the special magistrate seeking a declaration that the structure is a public nuisance and ordering the abatement or demolition of the structure as necessary. Such notice must further provide information to the owner of their rights to attend the hearing and present any and all relevant information to the special magistrate. The notice must also state that the decision of the special magistrate may be appealed to the Circuit Court within 30 days following the execution of the special magistrate's order.

The hearing pursuant to the notice must be held no less than thirty (30) days nor more than sixty (60) days following the date of the issuance of the notice.

Sec. 8-103. - Hearing procedure; contents of order; notice to parties in interest.

At the time, date and place scheduled for the hearing, the special magistrate will hear evidence pertaining to whether the structure is unfit or unsafe, including any testimony or evidence which the owner of the property or any interested person may desire to tender. Upon a proper showing and considering of all the evidence, the special magistrate may enter an order to declare the structure to be a nuisance and authorize the building official to take appropriate, specific action at a time certain but in no case sooner than thirty (30) days from the date of such order. If the owner or a party in interest can make arrangements for the abatement of the nuisance within the same time period as contemplated by the special magistrate, the order shall be issued but shall be suspended for a stated time in order to allow the owner or such party in interest, forthwith, to proceed with the abatement or removal of the nuisance; provided, however, that if the owner or any party in interest does not proceed with the abatement in such manner, the nuisance shall be abated or removed in accordance with the provisions of the order without further hearing.

Sec. 8-104. - Extension of time to comply.

If the owner or any parties in interest shall have obtained a building or demolition permit within the specified period and in good faith promptly begin work

to comply and/or abate the nuisance but it appears that they will not be able to complete the work by the date specified, they may file a written request to the city manager or his designee stating the reasons they have been unable to fully comply. If reasonable grounds are shown therefore, the city manager is authorized to issue extensions not to exceed sixty (60) days in which to fully complete the abatement.

Sec. 8-105. – Manner of abatement; action by city on failure to comply.

If the owner shall fail to comply with any order within the time set by the order, the City may abate or remove the nuisance using city employees or an independent contractor who shall dismantle, demolish, abate, or remove such nuisance as ordered. If an independent contractor is employed for such purpose, in the interest of expediting such abatement for the protection and security of the public welfare and safety, unless otherwise prohibited by Florida law, it shall not be necessary to invite bids for the performance of such abatement work but instead the City Manager shall secure price quotations with all due dispatch and award the abatement job to the most qualified independent contractor who is capable of performing such work on an emergency basis; provided, however, that the abatement job shall be awarded to the contractor making the lowest price quotation so long as such independent contractor is certified and licensed to perform such an abatement job in accordance with the method of removal and abatement thereof as prescribed by city council.

DIVISION 4. – ASSESSMENT OF COSTS, IMPOSITION OF LIEN ON PROPERTY

Sec. 8-106. - Hearing on costs; notice of hearing.

When any structure declared a nuisance has been abated or removed by the City pursuant to an order of the special magistrate and upon the owner's failure to demolish or abate as directed, the City Manager shall schedule a hearing before the special magistrate for the purpose of assessing the costs of the abatement or demolition. Notice of the hearing shall be provided to the owner of the property, as verified by an ownership and encumbrance report from a licensed title company doing business within the county. Notice shall be served upon the owner of record and all other persons having a legal interest in the property, by certified or registered mail to the last known address as shown by the tax assessment rolls of Pinellas County. The hearing pursuant to the notice shall be held no less than thirty (30) days nor more than sixty (60) days following the date of the issuance of the notice. The notice shall be set forth on a form addressed to the party in interest, setting forth the legal description of the real property, reciting the reasons and purposes of the hearing and stating that the special magistrate will at such hearing determine the costs and expenses that were incurred by the City in the abatement or demolition of the structure. The notice shall advise the party in interest that they

have the right to attend the hearing, to be represented by counsel at the hearing and to present evidence or to show cause why such costs should not be imposed or assessed against the subject real property. The notice shall further state that if the special magistrate shall determine that such costs should be imposed and assessed against the subject real property, then the special magistrate will issue an order to that effect which will be recorded on the public records of the county for the purpose of imposing a lien or encumbrance against the real property for the full amount of the abatement or demolition costs. In addition, a copy of the notice shall be posted at the property and in city hall at least ten (10) days prior to the hearing.

Sec. 8-107. - Hearing procedure; imposition of lien.

At the time, date, and place scheduled for the hearing, the special magistrate shall hear evidence pertaining to the costs incurred by the City for the abatement or demolition of the structure declared a nuisance, shall hear any testimony or evidence which the owner of the subject property or any person interested therein may desire to tender as to the costs incurred, and after hearing all of the facts and evidence, the special magistrate shall decide whether or not the cost of the abatement or demolition should be assessed against the subject real property and, if so, the amount of such costs. Should the special magistrate decide that such costs should be assessed against the subject real property, the special magistrate shall issue an order setting forth its findings of facts and specifying the amount that it finds to be properly imposed and assessed against the subject real property. Such amount may include the entire cost of abatement or demolition, including all administrative costs to enforce the abatement or demolition. When assessed by the special magistrate, such amount shall constitute a lien upon such property superior to all others except taxes. The city shall file such lien in the county's official record book showing the nature of such lien, the amount thereof, the legal description of the property and the name of the owner of the property. The lien shall date from the date of filing and shall accrue interest at the rate then prescribed for judgments in accordance with F.S. chapter 55. The city commission may authorize the city attorney to enforce any such lien in the manner prescribed by Florida law.

Sec. 8-108. - Satisfaction of assessment.

Whenever the assessment lien levied pursuant to this division is paid in full, the city commission shall adopt a resolution or declaration in recordable form for the purpose of declaring that the assessment has been satisfied and is discharged as a lien against the subject real property.

SECTION 3. 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 4. CONFLICT. This action supersedes all codes and ordinances of the City or parts of, in conflict with this ordinance, to the extent of the conflict.

SECTION 5. CODIFICATION. That 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 provisions 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 to accomplish such intention.

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

FIRST READING AND PUBLIC HEARING on ___ day of _____ 2026.

SECOND READING AND PUBLIC HEARING on ___ day of _____ 2026.

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

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

YEAS: ____

NAYS: ____

ABSENT OR ABSTAINING: ____

John Doctor, Mayor

ATTEST:

Lisa-Marie V. Kennedy, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Vose Law Firm, City Attorney



City of Treasure Island **Business Impact Estimate**

Proposed ordinance's title/reference:

ORDINANCE 2026-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO PUBLIC HEALTH, SAFETY AND GENERAL WELFARE OF THE CITY OF TREASURE ISLAND, FLORIDA; AMENDING THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, BY AMENDING CHAPTER 8 "BUILDING REGULATIONS AND FIRE CODE" BY ESTABLISHING ARTICLE V "DANGEROUS OR UNSAFE STRUCTURES" WHICH INCLUDES DIVISION 1 "GENERALLY", SECTION 8-91 "DEFINITIONS", SECTION 8-92 "CERTAIN STRUCTURES DECLARED TO BE A NUISANCE; COSTS TO BE ASSESSED AS A LIEN", SECTION 8-93 "PERIODIC INSPECTION OF BUILDINGS; NOTICE OF CONDEMNATION; HEARING", SECTION 8-94 "APPEARANCE OF INTERESTED PARTIES BEFORE CITY COMMISSION", SECTION 8-95 "ALTERNATIVE PROCEDURE FOR ABATING NUISANCE", SECTION 8-96 "IMPLEMENTING ADMINISTRATIVE ACTIONS", DIVISION 2 "EMERGENCY PROCEDURES", SECTION 8-97 "PURPOSE", SECTION 8-98 "AUTHORITY TO CONDEMN HAZARDOUS STRUCTURES IN EMERGENCY CONDITIONS; REPORTING; REFERRAL TO SPECIAL MAGISTRATE; NOTICE", SECTION 8-99 "EMERGENCY HEARING PROCEDURE; CONTENTS OF ORDER; NOTICE TO PARTIES IN INTEREST", SECTION 8-100 "MANNER OF ABATEMENT", DIVISION 3 "NONEMERGENCY PROCEDURE", SECTION 8-101 "PURPOSE", SECTION 8-102 "DETERMINATION OF UNFIT OR UNSAFE STRUCTURE; NOTICE TO PARTIES IN INTEREST", SECTION 8-103 "HEARING PROCEDURE; CONTENTS OF ORDER; NOTICE TO PARTIES IN INTEREST", SECTION 8-104 "EXTENSION OF TIME TO COMPLY", SECTION 8-105 "MANNER OF ABATEMENT; ACTION BY CITY ON FAILURE TO COMPLY", DIVISION 4 "ASSESSMENT OF COSTS; IMPOSITION OF LIEN ON PROPERTY", SECTION 8-106 "HEARING ON COSTS; NOTICE OF HEARING", SECTION 8-107 "HEARING PROCEDURE; IMPOSITION OF LIEN", SECTION 8-108 "SATISFACTION OF ASSESSMENT, PROVIDING FOR SEVERABILITY; CONFLICT; CODIFICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or

more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s). N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance:

Following two major storm events, property, buildings and structures across the island may contain defects which increase the hazards of fire, accident, or other conditions which may render such property, buildings, and structures unsafe, unsanitary, dangerous or detrimental to the health, safety and general welfare of the residents of the City of Treasure Island. The city has determined that these defects or other conditions can be prevented or eliminated through the regulation of dangerous or unsafe structures.

Therefore, this ordinance is necessary to preserve and promote the health, safety and general welfare of the residents of the City by eliminating the dangers, blight and unsafe conditions caused by dangerous or unsafe structures.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; The ordinance is intended to address structures that are unsafe or hazardous to the public. Most businesses will not be affected. However, if a business property is determined to be unsafe under the ordinance, the property owner may incur costs associated with repairing, securing, or demolishing the structure to correct the unsafe condition.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; The ordinance does not create any new business tax or recurring fee. However, property owners may be responsible for costs incurred by the City if the City must take action to repair, secure, or demolish an unsafe structure after the owner fails to do so.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. The ordinance is expected to be administered using existing City staff and procedures. Any costs to the City would primarily relate to inspections, notices, hearings, and enforcement activities involving unsafe structures.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: At this time, many businesses have begun to repair or reconstruct. It is estimated that less than 10 businesses could be directly impacted by this ordinance. The ordinance may have a positive impact by helping address unsafe and deteriorated structures, improving public safety, reducing blight, and supporting continued recovery and redevelopment within the City. No other direct economic impacts to businesses have been identified at this time.

D. Additional information the governing body deems useful (if any): N/A



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: James Dixon, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading and Public Hearing, Ordinance 2026-13
Amendments to Chapter 2 Administration (Code Enforcement)

BACKGROUND:

In 2024, Hurricanes Helene and Milton caused widespread damage to residences and businesses throughout Treasure Island, resulting in a significant increase in code enforcement complaints—particularly regarding unpermitted construction and repairs performed during the recovery period.

Recognizing the need to update and strengthen its existing code enforcement framework, the City Commission directed a comprehensive review of Chapter 2, Article III.

Ordinance 2026-13 delivers a full modernization of the article, including:

- A new definition of “irreparable and irreversible” violations to allow faster action on serious safety or structural issues;
- Clarified membership, qualifications, ex parte disclosure requirements, and conflict-of-interest rules for Code Enforcement Board members;
- Updated qualifications and procedures for the Special Magistrate;
- Clearer enforcement and hearing procedures;
- Authorization for legal counsel to the Board;

- Administrative fee authority and criteria for reduction or elimination of fines;
- A provision that each party pays its own costs and attorney fees in lien foreclosure actions; and
- Correct of outdated or ambiguous language throughout the article.

These changes are designed to make code enforcement more efficient, equitable, and legally robust while supporting the City’s post-hurricane recovery efforts.

POLICY/PURPOSE:

Ordinance 2026-13 updates the City’s code enforcement procedures in Chapter 2, Article III in response to the surge in complaints following Hurricanes Helene and Milton.

The ordinance establishes clear policy to protect public health and safety by defining “irreparable and irreversible” violations, ensuring fairness and transparency through updated board and special magistrate qualifications and conflict rules, improving cost recovery, and correcting outdated language.

STRATEGIC PLAN RELEVANCE:

This ordinance strongly supports the City’s 2020–2025 Strategic Plan and core values. It advances Goal 2: Maintain a safe community by modernizing enforcement procedures to address the surge in unpermitted construction and repairs following Hurricanes Helene and Milton, protecting residents from safety hazards during recovery.

ANALYSIS/DISCUSSION:

Ordinance 2026-13 represents a comprehensive, long-overdue update to the City’s code enforcement article. The changes respond directly to the operational challenges exposed by the 2024 hurricane recovery, when staff experienced a sharp rise in complaints about unpermitted work.

Key benefits include:

- Faster, clearer handling of serious (“irreparable and irreversible”) violations that pose immediate safety risks.
- Greater transparency and impartiality through strengthened conflict-of-interest and ex parte rules for the Code Enforcement Board and Special Magistrate.

- Improved cost recovery for the City via administrative fees, refined fine-reduction criteria, and clarification that parties bear their own attorney fees in lien foreclosure actions.
- Modernized procedures and corrected language that reduce ambiguity, minimize legal risk, and improve readability for staff, board members, and the public.
- Alignment with current Florida Statutes and best practices for local code enforcement.

Potential impacts: It maintains strong due-process protections while giving the City better tools to protect public safety and neighborhood standards during recovery and beyond.

FUNDING:

No funding is requested at this time.

MOTION:

I move to approve Ordinance 2026-13 and schedule a second and final public hearing.

ATTACHMENTS:

[Ordinance 2026-13 Attorney Reviewed.docx](#)

[Business Impact Estimate - Ordinance 2026-13.docx](#)

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, UPDATING AND AMENDING ARTICLE III ENTITLED “CODE ENFORCEMENT” IN CHAPTER 2 OF THE CODE OF ORDINANCES; PROVIDING FOR A DEFINITION OF “IRREPARABLE AND IRREVERSIBLE” VIOLATIONS; PROVIDING FOR CLARIFYING LANGUAGE REGARDING MEMBERSHIP, QUALIFICATIONS, EX PARTE DISCLOSURES AND CONFLICTS OF INTEREST OF CODE ENFORCEMENT BOARD MEMBERS, QUALIFICATIONS OF A SPECIAL MAGISTRATE, ENFORCEMENT AND HEARING PROCEDURES, LEGAL COUNCIL TO THE CODE ENFORCEMENT BOARD, AUTHORIZATION FOR ADMINISTRATIVE FEES, CRITERIA FOR REDUCTION AND ELIMINATION OF FINES, EACH PARTY TO PAY FOR THEIR OWN COSTS AND ATTORNEY FEES IN AN ACTION TO FORECLOSE A LIEN; CORRECTING SCRIVENOR ERRORS AND AMBIGUOUS AND OUTDATED LANGUAGE THROUGHOUT THE ARTICLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2024, Hurricanes Helene and Milton caused damage to residences and businesses throughout the City of Treasure Island; and

WHEREAS, in view of the increase in code enforcement complaints and resulting cases, the City Commission recognized the need to update and amend its existing code enforcement procedures in order to more efficiently address uncorrected violations endangering the health, safety and welfare of its residents.

WHEREAS, the City Commission has reviewed the proposed changes and based on input from the public and City staff has determined that adoption is in the best interest of the City and its residents.

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

SECTION 1. That the above “WHEREAS” clauses are incorporated herein by reference as legislative findings and that Article III – Code Enforcement is amended to read as follows:

DIVISION 1. – GENERALLY

Sec. 2-106. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code enforcement board means the City of Treasure Island Municipal Code Enforcement Board.

Code inspector means any employee or authorized agent of the city whose assigned responsibilities include inspecting for or enforcing, or both, violations of this Code, including but not limited to occupational license, fire, building, land development and sign codes of the city.

Irreparable and Irreversible shall mean violations that constitute a threat to the public health, safety, and welfare or cause or threaten irreparable harm to the public or to protected resources, including but not limited to alteration, or neglect of a designated historic resource, the unauthorized removal of protected or mature canopy trees, destruction or alteration of wetlands, native habitat, or environmentally sensitive lands, because such harm cannot be adequately compensated through monetary damages.

Repeat violation means a violation of a provision of this Code by a person who has previously been found to have violated the same provision within five years prior to the violation.

Sec. 2-107. - Intent.

The intent of this article is to create a local government code enforcement board in order to promote, protect and improve the health, safety and welfare of the citizens of the city by providing for an equitable, expeditious, effective and inexpensive method of enforcing the codes, including but not limited to occupational licenses, fire, building, land development and sign codes in force in the city.

Sec. 2-108. - Optional enforcement.

The provisions of this article shall in no way be construed to limit the power of the city to proceed in any other civil or criminal proceeding or in any other forum to obtain enforcement of its code provisions. The city may, by ordinance, adopt an alternate code enforcement system which gives special masters designated by the city commission the authority to hold hearings and assess fines against violations in addition to or in lieu of the code enforcement board.

Sec. 2-109. - Conflict of interest and Ex Parte Communications.

(a) No person who is or may become a party or a witness to a hearing before the code enforcement board shall communicate with any member of the code enforcement board concerning that violation except at the hearings provided for in this article. This restriction shall extend to any person appearing or interceding on

behalf of a party, whether or not such person may have a direct, personal or financial interest in the property that is the subject of the alleged violation.

(b) No member of the code enforcement board shall communicate with any party, witness, representative of a party, or interceding person concerning any alleged violation except at the hearings provided for in this article.

(c) Any member of the code enforcement board that has a prohibited conflict of interest in the matter before the board shall make that disclosure at the beginning of the hearing, refrain from participation in that case, and file a Form 8b as required by Florida law.

(d) Failure on the part of a member of the code enforcement board to comply with the provisions of this section shall constitute grounds for removal of such member from the code enforcement board by the City Commission.

Sec. 2-110. - Public records searches relating to code enforcement board liens.

(a) The city manager or his designee is authorized to pay for and obtain a public records search for the purpose of determining whether to request authorization to institute a lien foreclosure proceeding without the necessity of any action by the city commission whenever the unpaid amount of a lien assessed by the code enforcement board exceeds \$100.00.

(b) No public records search for the purpose of determining whether to request authorization to institute a lien foreclosure proceeding shall be obtained where the unpaid amount of the lien is less than \$100.00.

DIVISION 2. - CODE ENFORCEMENT BOARD; SPECIAL MAGISTRATES

Sec. 2-131. - Membership.

(a) The code enforcement board shall consist of seven members, each to be appointed by a majority of the city commission by resolution for a term of three years.

(b) Any code enforcement board member may be reappointed upon approval by a majority of the city commission, except that no appointed member shall serve longer than six consecutive years, unless, upon the sixth year of expiration there is no available and qualified candidate to replace said expiring member, in which case, the appointment may be renewed beyond six consecutive years for an additional term. Partial terms shall not be counted toward the six-year term limitation.

(c) Appointments to fill vacancies shall be for the unexpired term of office.

(d) Members of the code enforcement board shall be residents of the city at the time of their appointment and throughout the term of office. Any member who is no longer a resident of the city shall be automatically removed, and that vacancy filled as provided in

this section. Residency shall be determined by the City Commission at the time of appointment or removal.

(e) The city commission may appoint up to two alternate members to the code enforcement board to serve on the board in the absence of board members.

(f) In the event vacancies occur by virtue of the term limits imposed herein, and no replacement candidates are available and qualified to fill said vacancies, then, and in that event, the Commission may allow the expired Board or Committee member to serve an additional term beyond the six (6) year term limit. The purpose of this Section is to preserve the continued viability of all Boards and Committees.

Sec. 2-132. - Removal of members.

(a) If any member of the code enforcement board fails to attend two of three successive hearings, without cause and without prior approval of the chairman

of the code enforcement board, the board shall declare the member's office vacant, and the vacancy shall be filled as provided in [section 2-131](#).

(b) Board members may be removed with or without ~~for~~ cause by the city commission after discussion at a public meeting hearing. Vacancies by such removal shall be filled as provided in [section 2-131](#).

Sec. 2-133. - Categories of members.

Appointments to the code enforcement board shall be made, consistent with the Charter, on the basis of demonstrated experience or interest in the subject matter jurisdiction of the board in the sole discretion of the city commission. The membership of the board shall, whenever possible, consist of an architect, business person, engineer, general contractor, subcontractor and a realtor.

Sec. 2-134. - Oath of office.

Upon appointment, each member of the code enforcement board shall, before entering upon discharge of his duties of office, take an oath of office.

Sec. 2-135. - Organization.

(a) The members of the code enforcement board shall elect a chairman ~~man~~ from among its members, who shall be a voting member.

(b) The presence of four or more members shall constitute a quorum. A simple majority vote of members present and voting is required for official action by the code enforcement board.

(c) Board members shall serve without compensation but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the city commission or as otherwise provided by law.

Sec. 2-136. - Powers.

The code enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department or by other individuals authorized to serve process.
- (3) Subpoena evidence to a hearing.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance as provided in this Article.
- (6) Authorize the abatement of first time violations or repeat violations as provided herein.

Sec. 2-137. - Special magistrate.

In addition to the code enforcement board established hereunder, ~~all~~ code enforcement violations, at the option of the city manager or designee attorney, may be prosecuted before a special magistrate, appointed by the city commission. The special magistrate shall be a licensed Florida attorney in good standing ~~serve in addition to the code enforcement board~~, or individuals who have sufficient knowledge, training, experience or education to perform the duties and responsibilities as provided herein, and upon appointment shall be vested with all of the duties, authorities and obligations imposed upon the code enforcement board herein or as otherwise provided in the Code of Ordinances.

DIVISION 3. - ENFORCEMENT PROCEDURE

Sec. 2-161. - Hearings.

- (a) The code enforcement board shall adopt rules for governing the conduct of its affairs not inconsistent with the provisions of this section.
- (b) The chairman may call hearings of the code enforcement board. ~~Hearings may also be called by written notice signed by at least three members of the code enforcement board.~~ The code enforcement board may, at any properly noticed hearing, set a future hearing date.

(c) Minutes shall be kept of all hearings, specifically including the vote of each member upon each question, by the code enforcement board. All hearings and proceedings shall be open to the public. All testimony shall be under oath and mechanically recorded.

(d) The city shall provide a hearing room and such clerical and administrative personnel as may be reasonably required by the code enforcement board for the proper performance of its duties.

(e) Each case before the code enforcement board shall be presented by one or more code inspectors who are charged with the responsibility for inspection and/or enforcement of the specific code section alleged to have been violated.

(f) The code enforcement board shall proceed to hear the cases on the agenda for that day; however, the code enforcement board may, in its discretion, continue any case until the next agenda upon a showing of good cause at the time of or prior to the scheduled hearing. The code enforcement board shall take the testimony from the code inspector, the alleged violator, and any other witnesses. Both sides shall have a right to give testimony, present witnesses and to cross examine adverse witnesses, in person or through their attorney. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(g) After conclusion of the hearing, the code enforcement board shall issue findings of fact based upon the evidence or record, and conclusions of law. The board shall issue an order affording the proper relief consistent with the powers granted in this division. The finding shall be by motion approved by a majority of those present and voting, except that at least four of those members of the code enforcement board must vote for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and administrative fee may be imposed, under the conditions specified in [section 2-164](#), the cost of repairs may be included along with the fine, if the order is not complied with by that date. The Order shall advise any aggrieved party, including the city of the right to appeal an order of the special magistrate or code enforcement board to the circuit court. An appeal shall be filed within 30 days of the execution of the order to be appealed. Possibly include in notice section. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property; and the findings in the order shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the code enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required for the issuance of an order acknowledging compliance.

(h) All hearings and deliberations before the code enforcement board shall be open to the public.

(i) If the owner of property which is subject to a code enforcement proceeding transfers ownership of such property between the time the notice of violation was served and the time of the hearing, such owner shall:

a. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

b. Deliver to the prospective transferee a copy of the notices and other materials relating to the code enforcement proceeding received by the transferor.

c. Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

d. File a notice with the special magistrate administrative division of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections a., b. and c. before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the hearing shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

Sec. 2-162. - Legal counsel to the code enforcement board.

The City ~~attorney~~ shall provide legal counsel to the code enforcement board as needed. ~~The city manager is authorized to retain legal counsel to~~ The city attorney shall assist code officers in their preparation of cases and serve as prosecutor for those cases deemed appropriate.

Sec. 2-163. - Enforcement procedure.

(a) It shall be the duty of the code inspectors to initiate enforcement proceedings of the city's Code of Ordinances. No member of the code enforcement board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsections (c) and (d) of this section, if a violation of the Code of Ordinances is found, except in the case of a repeat violation, the code inspector shall provide a Notice of Violation to ~~notify~~ the violator and give him a reasonable time to correct the violation. The Notice of Violation shall include:

(c) Should the violation continue beyond the time specified for correction in the Notice of Violation, the code inspector shall ~~notify the code enforcement board and request schedule a hearing before the code enforcement board or special magistrate.~~ The code enforcement board, through its clerical staff, shall provide public notice of the schedule a hearing, and ~~written~~ notice of such hearing shall be ~~hand delivered or mailed~~

as provided in accordance with [section 2-161](#) to the violator by the code enforcement officer. ~~At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in [section 2-161](#).~~ If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector in the Notice of Violation, the case may be presented to the code enforcement board even if the violation has been corrected prior to the hearing; and the notice shall so state. The notice shall also state that if the alleged violator fails to appear, that the hearing will still take place. ~~in his absence.~~

(d) If an alleged repeat violation is found, the code inspector shall notify the violator of same, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify the code enforcement board and request schedule a hearing. The code enforcement board, through its clerical staff, shall ~~schedule a~~ notice the public hearing and the code enforcement officer shall provide notice pursuant to [section 2-161](#). The case may be presented to the code enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the alleged violator has been properly noticed and fails to appear before the code enforcement board, the code enforcement board may proceed with the hearing.

(e) If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the alleged violator of the violation and of the hearing and may immediately schedule a hearing with notice to ~~notify~~ the code enforcement board and request a hearing. The code enforcement board shall conduct a hearing to determine if a violation exists and may enter appropriate orders.

Sec. 2-164. - Administrative fines; costs of repair; liens.

(a) The code enforcement board and special magistrate, upon notification by the code inspector that an order of the code enforcement board has not been complied with by the set time or, upon finding that a repeat violation has been committed, may order the violator to (1) pay a fine in an amount specified in this section for each day the violation continues past the date set by the code enforcement board or special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector; and (2) an administrative fee to be established by the City Commission to defray the costs of prosecution before the code enforcement board or special magistrate. Any order imposing a fine or administrative fee shall include notice to the violator that the fine or administrative fee may be reduced or eliminated in accordance with Section 2-166.

In addition, if the violation is a violation described in [section 2-163](#)(d)(e) or appeal of a nuisance as provided in Section 18-38, the code enforcement board or special magistrate

shall notify the city commission, which shall be authorized to may abate the violation by making make all reasonable repairs or actions required to mitigate bring the property into compliance or safe for the public and charge the violator with the reasonable cost of the repairs along with the fine and administrative fee imposed pursuant to this Section. If a finding of a violation or a repeat violation has been made as provided in this section, a hearing shall be necessary for issuance of the order imposing the fine and administrative fee. If after due notice and hearing the code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine and administrative fee as specified in this section. ~~subsection (b) of this section.~~

(b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a) and administrative fees. ~~However, if~~ If the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.

Sec. 2-165. - Factors determining amount of fine.

In determining the amount of fine authorized by section 2-164, if any, the code enforcement board shall consider the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

Sec. 2-166. - Reduction, elimination of fine.

(a) The code enforcement board may reduce or eliminate a fine and administrative fees imposed by it pursuant to section 2-164. based on the factors set forth in subsection (b). The request to reduce or eliminate a fine shall be made within 60 days of correcting the violation for which the fine was assessed. ~~If the violator fails to appear before the code enforcement board because of a lack of~~ he did not receive actual notice of the hearing of the on his violation, and so long as the lack of actual notice was not the result of the violator's own act or omission, the code enforcement board may consider a request to reduce or eliminate a fine or administrative fee notwithstanding the request is untimely made. Any requests for a reduction of a lien and adminstartive fees shall be requested from the city commission after 60 days of recording of the lien.

A purchaser of the property from the violator may request a reduction or elimination of the fine from the City Commission within 60 days of acquiring title to the property encumbered by the lien.

(b) Factors for consideration for reduction or elimination of a fine or administrative costs shall include following:

(1) The gravity of the violation.

(2) Any actions taken by the violator to correct the violation, including the responsiveness and cooperation of the violator.

(3) Any previous violations committed by the violator, or any legal entity directly or indirectly under the control of the violator.

(4) The administrative and out-of-pocket costs incurred by the city in investigating, prosecuting, and abating the violation, including but not limited to:

a. Cost of staff time associated with investigating and noticing a violation, including but not limited to site visits, office time to research case, meetings with the violator, complainants, witnesses, and others, phone calls, and preparation of all notices.

b. Cost of staff time associated with preparing a case to be presented before the code enforcement board, including but not limited to office time to research case, meetings with violators, witnesses and others, phone calls, and preparation of all notices.

c. Cost of staff time associated with presenting a case before the special magistrate, including but not limited to office time to research case, meetings with violators, witnesses, and others, phone calls, and preparation of all notices.

d. Cost of staff time associated with filing lien foreclosure or other litigation, including but not limited to office time to research case, meetings with property owners and others, phone calls, and preparation of all notices.

e. Fully loaded cost of all special magistrate time relating to the violation.

f. Costs of postage for required mailings, including but not limited to certified mailings.

g. Costs of recording.

h. All costs of abatement.

i. Attorney fees for legal services related to all of the above-listed activities, or otherwise relating to the investigation, prosecution, or abatement of the violation, the foreclosure of a lien, or other related litigation, calculated at an hourly rate specified by the city attorney.

In no event shall a reduction to an amount less than the total costs specified in factor (4) be authorized.

Sec. 2-167. - Fine constitutes lien.

A certified copy of an order imposing a fine shall be recorded in the public records of the county and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property; but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this division shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this division, whichever first occurs. A lien arising from a fine imposed pursuant to this division runs in favor of the city commission, and the city commission may execute a satisfaction or release of lien entered pursuant to this section. Upon filing and recording of such a lien, ~~the lien shall be and constitute a lien superior in dignity to all other liens and encumbrances of whatever kind and character save and except ad valorem taxes levied and assessed by the city, county or state, and shall remain a lien against each such~~ any real or personal property owned by the violator until paid.

After three months from the filing of any such lien remaining unpaid, the code enforcement board or special magistrate may authorize the city attorney to foreclose on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is homestead under Fla. Const., art. X, [§ 4](#).

Sec. 2-168. - Duration of lien.

No lien provided under [section 2-167](#) shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, each party shall pay for their own costs or attorney fees incurred in the litigation. ~~In the event of mediation, the parties shall divide the cost of a mediation. the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure.~~ The city commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. ~~The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice unless a notice of lis pendens is recorded.~~

Sec. 2-169. - Appeal.

An aggrieved party, including the city commission, may appeal a final administrative order of the code enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the code enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 2-170. - Notices.

(a) All notices required pursuant to this article shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by a law enforcement officer or code inspector; or by leaving the notice at the alleged violator's usual place of residence with any person residing there who is above 15 years of age and informing such person of the contents of the notice.

(b) In addition to providing notices as set forth in subsection (a) of this section, ~~at the option of the code enforcement board~~, notice may also be served by publication as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) In lieu of publication as described in subsection (b)(1) of this subsection, such notice may be posted for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice of publication may run concurrently with or may follow an attempt or attempts to provide notice by hand delivery or by mail. Evidence that an attempt has been made to hand deliver or mail notice in compliance with this section, together with proof of publication as required in this subsection, shall be sufficient to show that notice requirements of this division have been met without regard to whether or not the alleged violator actually received such notice.

SECTION 3. Conflict. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

FIRST READING AND PUBLIC HEARING on ___ day of _____ 2026.

SECOND READING AND PUBLIC HEARING on ___ day of _____ 2026.

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

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

YEAS:

NAYS:

ABSENT OR ABSTAINING:

John Doctor, Mayor

ATTEST:

Lisa-Marie V. Kennedy, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Vose Law Firm, City Attorney



City of Treasure Island **Business Impact Estimate**

Proposed ordinance's title/reference:

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, UPDATING AND AMENDING ARTICLE III ENTITLED "CODE ENFORCEMENT" IN CHAPTER 2 OF THE CODE OF ORDINANCES; PROVIDING FOR A DEFINITION OF "IRREPARABLE AND IRREVERSIBLE" VIOLATIONS; PROVIDING FOR CLARIFYING LANGUAGE REGARDING MEMBERSHIP, QUALIFICATIONS, EX PARTE DISCLOSURES AND CONFLICTS OF INTEREST OF CODE ENFORCEMENT BOARD MEMBERS, QUALIFICATIONS OF A SPECIAL MAGISTRATE, ENFORCEMENT AND HEARING PROCEDURES, LEGAL COUNCIL TO THE CODE ENFORCEMENT BOARD, AUTHORIZATION FOR ADMINISTRATIVE FEES, CRITERIA FOR REDUCTION AND ELIMINATION OF FINES, EACH PARTY TO PAY FOR THEIR OWN COSTS AND ATTORNEY FEES IN AN ACTION TO FORECLOSE A LIEN; CORRECTING SCRIVENOR ERRORS AND AMBIGUOUS AND OUTDATED LANGUAGE THROUGHOUT THE ARTICLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The proposed ordinance updates the City’s code enforcement procedures and rules. It clarifies how code enforcement cases are handled by the Code Enforcement Board and Special Magistrate, including notices, hearings, fines, liens, and repeat violations. It also provides additional procedures for serious violations that may harm public safety, property, environmental resources, or neighborhood conditions.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; Businesses may incur costs only if they are found to be in violation of the City’s Code of Ordinances. These costs may include correcting violations, property cleanup or maintenance, or payment of fines and administrative costs related to unresolved or repeat violations. The ordinance does not create new general requirements for businesses that are already complying with City codes.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; The ordinance allows the City to recover administrative costs, fines, recording costs, and abatement costs related to code enforcement cases. These costs would apply only to businesses or property owners found responsible for violations. No new general business fee or tax is created by the ordinance.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. The ordinance may result in some additional administrative and legal costs for the City related to code enforcement activities and hearings. However, the ordinance also allows the City to recover many of those costs from violators through fines and administrative fees. Any revenue generated is expected to vary depending on the number of violations.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): The ordinance may have a positive effect on the community by encouraging property maintenance, reducing nuisance conditions, and helping protect property values and neighborhood appearance.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The ordinance could potentially affect any business or property owner that violates the City's Code of Ordinances. However, direct impacts are expected to be limited to businesses or property owners with code violations.

D. Additional information the governing body deems useful (if any): The ordinance is mainly intended to improve and clarify the City's existing code enforcement process. It also provides clearer procedures for notices, hearings, appeals, and enforcement actions while helping the City address repeat or serious violations that may affect public safety or community conditions.



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: James Dixon, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading and Public Hearing, Ordinance 2026-14
Amendments to Chapter 18 (Abatement of Nuisances)

BACKGROUND:

In December 2025, the City Commission adopted Ordinance 2025-33, which added excessive vegetative growth as a public nuisance under Chapter 18 of the Code of Ordinances. City staff successfully implemented the ordinance but identified several procedural and equity improvements during the first months of enforcement. Staff recommended amendments to:

- Clarify collection methods to align with all remedies available under Florida law (including placement on the tax bill as a non-ad valorem special assessment lien and foreclosure);
- Strengthen and clearly define appeal rights to the Special Magistrate (pre- and post-abatement);
- Update notice requirements and administrative fee provisions for transparency and consistency
- Ensure the process remains fair, efficient, and fully compliant with Chapter 162, Florida Statutes.

The proposed ordinance amendment also expands the existing litter regulations for vacant lots by requiring property owners to maintain disturbed or undeveloped properties in a stabilized condition. The ordinance provides flexibility by allowing a variety of approved stabilization methods, including sod, seeded vegetation, native landscaping, mulch in conjunction

with vegetation, gravel, shell, or other approved materials. The proposed regulations are intended to improve property maintenance, reduce environmental and public health impacts, and protect adjacent properties and public infrastructure while providing clear and enforceable standards for property owners.

POLICY/PURPOSE:

To clarify the method of collection to include any means of collection available under Florida Law including but not limited to foreclosure and collection on the tax bill as a non ad valorem special assessment lien and to provide for appeals to be presented to the special magistrate.

This ordinance also protects the public health, safety, and welfare requiring vacant, cleared, graded, or otherwise disturbed lots to be properly stabilized and maintained. These requirements are intended to prevent erosion, sedimentation, nuisance dust, stagnant water, uncontrolled stormwater runoff, mosquito breeding, and other conditions that may create public nuisances or adversely impact adjacent properties, public infrastructure, waterways, and the overall appearance and environmental quality of the city. This section is further intended to promote responsible property maintenance and reduce adverse impacts associated with undeveloped or disturbed lands.

STRATEGIC PLAN RELEVANCE:

This ordinance directly supports the City’s 2020–2025 Strategic Plan and core values. It advances Goal 2: Maintain a safe community and the overarching Vision of a “vibrant, unique and sustainable beach community” by strengthening enforcement tools that protect neighborhood appearance, public health, and property values.

The updates promote fairness, integrity, and responsiveness by clarifying due-process rights and ensuring consistent, equitable application of nuisance standards.

Improved collection mechanisms advance fiscal stewardship and the goal to “Maximize the utilization of the City’s resources,” helping protect taxpayer dollars while maintaining high-quality public services.

ANALYSIS/DISCUSSION:

Ordinance 2026-14 refines the City’s nuisance abatement procedures to address practical issues identified during implementation of Ordinance 2025-33.

Key improvements include:

- Expanded and clarified collection authority (tax-bill liens, foreclosure, etc.), which protects the City's ability to recover abatement costs.
- A transparent \$250 administrative fee and detailed notice requirements that give property owners clear information and reasonable timeframes.
- Formalized appeal process to the Special Magistrate, providing robust due process both before and after any City abatement.
- Alignment with Florida Statutes and best practices for code enforcement.

Benefits:

- Increases fairness and consistency for residents.
- Reduces ambiguity for staff and property owners.
- Strengthens the City's position to recover costs without creating new financial burdens.
- Supports the Code Compliance Division's preferred approach of education and voluntary compliance while maintaining strong enforcement tools when needed.

FUNDING:

No funding is requested at this time.

MOTION:

I move to approve Ordinance 2026-14 and schedule a second and final public hearing.

ATTACHMENTS:

[Ordinance 2026-14 Chapter 18 Lawn Maintenance.pdf](#)
[Business Impact Estimate - Ordinance 2026-14.pdf](#)

ORDINANCE 2026-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, “ENVIRONMENT” OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, BY AMENDING SECTION 18-37 “VACANT LOTS” TO INCORPORATE STABILIZATION METHODS AND AMENDING SECTION 18-38 “ABATEMENT” RELATING TO ABATEMENT OF NUISANCES; CLARIFYING THE METHOD OF COLLECTION TO INCLUDE ANY MEANS OF COLLECTION AVAILABLE UNDER FLORIDA LAW INCLUDING BUT NOT LIMITED TO FORECLOSURE AND COLLECTION ON THE TAX BILL AS A NON AD VALOREM SPECIAL ASSESSMENT LIEN; PROVIDING FOR APPEALS TO BE PRESENTED TO THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Section 18-37 of the Code of Ordinances of the City of Treasure Island (“Code”), Florida, prohibits unhealthful accumulations as public nuisances; and

WHEREAS, the City Commission of the City of Treasure Island adopted Ordinance 2025-33 to include excessive vegetative growth as a public nuisance in December 2025; and

WHEREAS, City staff has implemented the ordinance as adopted and has recommended additional changes to make the process more equitable and efficient; and

WHEREAS, the City Commission finds that this Ordinance is in the best interests of the citizens of the City of Treasure Island, Florida.

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

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. Chapter 18, Article II of the Code of Ordinances of the City of Treasure Island, Florida, relating to Nuisances, is hereby amended and shall read as follows:

(Underlined terms are additions; ~~stricken~~ terms are deletions from the original text)

Sec. 18-36. - ~~Litter on~~ Vvacant lots.

- (a) No person shall throw or deposit litter on any open or vacant private property within the city, whether owned by such person or not.
- (b) All vacant, cleared, graded, or otherwise disturbed lots shall be maintained in a stable condition so as to prevent erosion, sedimentation, nuisance dust, standing or stagnant water, uncontrolled stormwater runoff, and conditions conducive to mosquito breeding or other public health nuisances. Property owners shall be responsible for implementing and maintaining adequate stabilization measures at all times.

Stabilization of vacant or disturbed lots shall consist of one or more of the following approved ground cover methods:

Sod;

Seeded vegetation;

Native vegetation or landscaped ground cover;

Mulch used in conjunction with vegetative stabilization;

Gravel, crushed stone, shell, or similar permeable material; or

Other stabilization methods approved by the City Manager or designee.

All required stabilization measures shall be continuously maintained in good condition and shall remain effective until the property is fully developed, permanently improved, or otherwise stabilized in accordance with an approved development order or building permit.

The following conditions shall constitute a violation of this section:

Exposed soil areas causing or contributing to erosion or sediment transport onto adjacent properties, rights-of-way, drainage systems, or waterways;

Accumulation of stagnant water or conditions favorable to mosquito breeding;

Excessive dust or airborne particulates creating a nuisance to adjacent properties or public rights-of-way; or

Failure to maintain required stabilization measures in an effective condition.

Sec. 18-38. – Abatement.

(a) Whenever the city manager, his designee or any city code inspector shall find that any of the enumerated matters and things, conditions, nuisances or similar unsanitary conditions exist or have arisen or are being perpetrated, created, permitted, tolerated, maintained or allowed to arise, accumulate or exist in or upon any property or within any premises or the streets and public rights-of-way, easements and ways adjacent thereto within the city, he shall order that condition or nuisance immediately be abated by the owner or occupant of the property or premises. He shall give written notice to the owner and/or occupant of the premises or to such owner's and/or occupant's agent, at his last address as shown on the assessment roll or tax records or the voting records briefly stating the nature of the unsanitary condition, nuisance or violation of the terms and provisions of this article and requesting that they be remedied.

(b) If the written request required in subsection (a) of this section is not complied with within fourteen days from the date of notice, or within such additional time as may be specified in the notice, the city manager or other authorized official of the city shall cause the necessary work to be done to abate, remove or remedy such condition or nuisance or violation and to put such property or premises and the streets or public ways, rights-of-way or easements adjacent thereto in good sanitary condition and in compliance with the terms and provisions of this article and shall send to the owner or occupant, or to his agent a statement of the cost of the work; and if the cost is not paid to the city within ten days after mailing of such statement to the owner or occupant, or his agent, the cost of abating or remedying the condition or nuisance or violation, including the cost of mailing, clerical and filing or recording expenses, shall become a lien on such property or premises. The city clerk shall file notice of lien in the office of the clerk of the circuit court of the county. The lien shall continue in full force and effect until paid, and shall draw interest at the legal rate from the time of filing in the office of the clerk of the circuit court until paid in full; and the lien may be enforced and collected as authorized by Florida law, including but not limited to foreclosure or collection as a non ad valorem special assessment lien. ~~foreclosed and the property sold to satisfy the lien in the same manner as other municipal liens against real property are enforced, foreclosed and collected according to law or as provided by law in suits to foreclose mortgages.~~

(c) If the City abates a public nuisance in accordance with Paragraph (b) above, in addition to the costs of such abatement, the owner shall pay the City an administrative fee in the amount of two hundred and fifty dollars (\$250.00) and shall reimburse the City for the cost of preparing and recording a lien against the owner's property. An owner's failure to pay the invoiced costs incurred by the City, including the administrative fee and

the cost of preparing and recording a lien against the owner's property, shall constitute a violation of this Article.

(d) The notice to the owner provided for in Paragraph (a) above shall advise the owner of the specific violations with which the owner is charged, setting out the location of the property on which the violation occurs, describing the nature of the violation and identifying the provisions of the City code violated; advise the owner that, within fourteen days from the date of notice, or within such additional time as may be specified in the notice, the owner must remedy the violation or authorize the City to remedy at the owner's expense; advise the owner what the estimated direct costs shall be for the City to remedy the violation; advise the owner that the charge to the owner for the City to remedy the violation shall include an administrative fee in the amount of two hundred and fifty dollars (\$250.00); advise the owner that, if the owner takes no action and the City remedies the violation or if the owner authorizes the City to remedy the violation and fails to pay the charges within ten (10) days after the date of the billing invoice, such charges, along with the cost of preparing and recording a lien, shall become a lien against the property; and advise the owner that such failure to pay shall be deemed a violation of this Article.

(e) Any record owner may appeal to the City's ~~Code Enforcement Board~~/Special Magistrate ("~~Code Board~~") under ~~Ch. 162, F.S.~~, by submitting a request in writing to the City Clerk identifying the property address, parcel ID, contact information, and issues. Pre-abatement: Within 10 days after notice under Sec. 18-38(a), the owner may appeal the existence of a violation under Sec. 18-37; a timely appeal stays the City's abatement under Sec. 18-38(b) pending the Code Board or Special Magistrate's order, except the City Manager may authorize summary abatement upon a written finding of an imminent threat to health, safety, or welfare. Post-abatement: Within 15 days after an invoice under Sec. 18-38(b) The owner may appeal the existence of the violation (if no pre-abatement appeal occurred) and/or the necessity, scope, accuracy, or reasonableness of abatement costs or the administrative fee; a timely appeal stays lien recordation, and interest accrues as provided by law. The City shall provide at least 10 days' hearing notice by first-class mail to the owner's address on the property appraiser's roll and by posting, consistent with s. 162.12, F.S. Hearings are conducted pursuant to Ch. 162, F.S.

Section 3. All ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

Section 4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

Section 5. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Code of Ordinances of the City of Treasure Island, Florida, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon its passage.

FIRST READING AND PUBLIC HEARING on ___ day of _____ 2026.

SECOND READING AND PUBLIC HEARING on ___ day of _____ 2026.

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

CITY OF TREASURE ISLAND, FLORIDA

John Doctor, Mayor

Attest:

Lisa-Marie V. Kennedy, Clerk

Approved as to Form:

Vose Law Firm, City Attorney



City of Treasure Island **Business Impact Estimate**

Proposed ordinance's title/reference:

ORDINANCE 2026-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO ABATEMENT OF NUISANCES; CLARIFYING THE METHOD OF COLLECTION TO INCLUDE ANY MEANS OF COLLECTION AVAILABLE UNDER FLORIDA LAW INCLUDING BUT NOT LIMITED TO FORECLOSURE AND COLLECTION ON THE TAX BILL AS A NON AD VALOREM SPECIAL ASSESSMENT LIEN; PROVIDING FOR APPEALS TO BE PRESENTED TO THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the city is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

- a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of the proposed Ordinance is to establish a clear process for addressing public nuisances, unsanitary conditions, and property maintenance violations within the City. The Ordinance allows the City to require property owners or occupants to correct nuisance conditions and, if the violations are not corrected within the required timeframe, authorizes the City to complete the work and recover the associated costs.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any: The proposed Ordinance is not expected to have a significant direct economic impact on businesses operating in the city. The ordinance mainly affects property owners who fail to correct nuisance or property maintenance violations after receiving notice from the City.

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; Businesses that keep their properties in compliance with City codes are not expected to incur additional costs. Businesses that fail to correct violations may be responsible for the cost of corrective work performed by the city.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; If the City is required to perform nuisance abatement work, the property owner may be charged for the actual cost of the work, a \$250 administrative fee, and any costs related to preparing and recording a lien against the property.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. The proposed Ordinance may create some additional administrative costs related to code enforcement, notices, hearings, and lien processing. The administrative fee and cost recovery provisions are intended to help offset these expenses. Because the number of future violations is unknown, the exact costs and revenues cannot be estimated at this time.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): The proposed Ordinance may provide indirect benefits to businesses and property owners by helping maintain cleaner, safer, and more attractive properties throughout the City.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses likely to be directly impacted by the proposed Ordinance is expected to be limited and would generally involve only those businesses or property owners that fail to correct violations after receiving notice from the City. The exact number cannot be determined in advance.

D. Additional information the governing body deems useful (if any): N/A



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: May 19, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Review of City Manager Contract

BACKGROUND: The current City Manager was appointed July 15, 2026, by Resolution 2025-15 for a 1-year period.

POLICY/PURPOSE: Review of City Manager Contract

STRATEGIC PLAN RELEVANCE: Review of City Manager Contract

ANALYSIS/DISCUSSION: Review of City Manager Contract

FUNDING: Review of City Manager Contract

MOTION:

ATTACHMENTS:
[City Manager Contract_Van Zant.pdf](#)
[Resolution 2025-15.pdf](#)

CITY MANAGER AGREEMENT

THIS AGREEMENT, made and entered into on this 15 day of July, 2025 by and between the City of Treasure Island, a State of Florida municipal corporation (the "City") and Charles Van Zant, an individual (the "Employee"), collectively referred to herein as "the parties," pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the City conducted a national search to find a candidate qualified to serve as the City Manager of the City of Treasure Island and the Employee participated in such search; and

WHEREAS, the City desires to employ the services of the Employee as the City Manager of the City of Treasure Island as provided by in Article IV, Section 4.02 of the City of Treasure Island's City Charter ("City Charter"); and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

WHEREAS, Employee desires to accept employment as City Manager; and

WHEREAS, the parties acknowledge that the Employee is not a credentialed manager of the International City/County Management Association (ICMA), but agrees to obtain the IMCA Credentialed Manager designation within the first three years of employment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1: Duties.

The City appoints Employee as its City Manager to exercise the chief administrative responsibilities and duties as prescribed by the City Charter and City Code, and any applicable Resolutions, Ordinances, and policies established by the City of Treasure Island, to perform all other legally permissible and proper duties and functions as the City Commission may from time-to-time assign. Employee agrees to accept the appointment as City Manager and agrees to exercise his best efforts in performing said duties.

Section 2: Term.

A. Employee's appointment as City Manager shall begin on July 15, 2025, at 12:01 a.m.

B. In the event thirty (30) days' written notice is not given by either party to this Agreement to the other party prior to the expiration of the Initial Term, this Agreement shall be automatically extended on the same terms and conditions as herein provided for an additional period of one (1) year (each additional one-year period shall be referred to as a "Renewal Term"). Said Agreement shall continue hereafter for periods of one (1) year unless either party hereto gives written notice thirty (30) days prior to the expiration of the applicable Renewal Term that they wish to terminate

this Agreement. Upon mutual written consent of both parties, the length of the Renewal Term(s) may be modified.

C. Throughout this Employment, the Employee shall not engage in other employment or activity for which he is paid or is compensated, unless the City has given prior written approval. Any such approval rests entirely within the sole discretion of the City Commission.

Section 3: Termination and Severance Pay.

A. This Agreement may be terminated at any time without cause by the City. Employee recognizes and acknowledges that he is an employee at will, he has no property right in the position of City Manager, and that this Agreement provides any and all remedies available to Employee in the event the Employee is terminated.

B. In the event the City terminates Employee prior to the expiration of the Initial Term and any Renewal Term thereafter for reasons other than those expressed in Section 3.G. below, and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to receive Severance Pay which is defined as his then current salary for twenty (20) weeks, provided that Employee executes the general and full release discussed in Section 3.D. below. Payment of the Severance Pay will be within ten (10) business days of the effective date of the general and full release. Employee will also be entitled to the payment of any accrued leave as of his date of termination in the manner and amounts as allowed for in the Personnel Manual as well as any retirement benefits in which he is vested. For purposes of this subsection, salary means the actual compensation for employment services but does not include earned and accrued annual, sick, compensatory, or administrative leave.

C. In the event City elects not to renew this Agreement at the end of the Initial Term, or any Renewal Term thereafter for reasons other than those expressed in Section 3.G. below, and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to Severance Pay, provided that Employee executes the general and full release discussed in Section 3.D. below. Employee will also be entitled to the payment of any accrued leave as of his date of termination in the manner and amounts as allowed for in the Personnel Manual as well as any retirement benefits in which he is vested.

D. If Employee is terminated by the City and Employee is entitled to Severance Pay under this Section 3, Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. The general and full release shall be in a form acceptable to the City. Said release shall not release the City from its obligations to indemnify Employee under Section 13. If Employee does not sign a general and full release, he will not be entitled to any Severance Pay.

E. If, at any time during this Agreement: 1) the City causes Employee's salary or other financial benefits to be reduced in a greater percentage than an applicable across-the-board reduction for all City employees, or 2) the City refuses, following written notice from Employee, to comply with any provision(s) of this Agreement that benefit(s) Employee, or 3) Employee resigns following a formal request for his resignation by a majority of the City Commission for

reasons other than those expressed in Section 3.G. below, then Employee may, at his option, notify the City Commission in writing within fifteen (15) days of such occurrence, that he has elected to consider his employment to have been terminated as of the date of the occurrence and shall be entitled to Severance Pay for twenty (20) weeks immediately following such occurrence.

F. Should the City Charter be amended to provide for an elected executive rather than the presently appointed City Manager, then Employee may, at his option, by written notice to the City Commission within fifteen (15) days of the effective date of such City Charter amendment, notify the City Commission that he has elected to consider his employment to have been terminated as of the date the elected executive takes office. Employee shall be entitled to Severance Pay for twenty (20) weeks immediately following the date the elected executive takes office.

G. The City Commission may terminate this Agreement for cause upon fifteen (15) days' notice to Employee. The Employee may be placed on administrative leave for the 15-day period with or without pay by a vote of the City Commission. "For cause" shall be defined to mean: (1) the breach of any material term or condition of this Agreement; (2) conviction of Employee of a felony or any crime involving moral turpitude or dishonesty; (3) a violation of any applicable conflict of interest or code of ethics laws; (4) gross misfeasance, gross malfeasance, gross misconduct, or conduct that constitutes willful or wanton disregard of the City's interests; (5) a deliberate violation or disregard of the standards of behavior to which the City has a right to expect of a City Manager; (6) carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of the City Manager's duties and obligations to the City; (7) willful neglect or failure to perform duties; (8) gross insubordination; (9) misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time; or (10) dishonesty. In the event this Agreement terminates because of this provision, Employee shall not be entitled to any Severance Pay as provided in this Section 3.

H. Upon termination of this Agreement by any means, Employee shall return all City property in his possession or control, including but not limited to keys, documents, computer, and any other property of the City within three (3) business days. Employee will also ensure that any and all public records including, but not limited to, emails and text messages in his possession are provided to the City Clerk.

Section 4: Resignation.

In the event Employee voluntarily resigns his position with the City, Employee shall give the City sixty (60) days' prior written notice, unless the parties agree otherwise. Employee shall not be entitled to any Severance Pay.

Section 5: Disability.

If Employee is unable to perform his duties for any reason excluding death, including, but not limited to, sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued leave, the City may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the City shall pay Employee all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of such termination.

Employee shall not be entitled to any Severance Pay. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

Section 6: Death.

This Agreement shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or her estate all accrued compensation and benefits due Employee under this Agreement or pursuant to the Personnel Manual within ten (10) working days of the Employee's death. No Severance Pay will be due. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

Section 7: Salary.

A. The City agrees to pay Employee for his services as City Manager an annual base salary of Two Hundred Thousand U.S. Dollars (\$200,000.00), which shall be paid on a pro rata basis, payable at the same payroll schedule as is applicable to all other City employees. Employee shall be entitled to an increase in compensation (including any merit or cost of living adjustment) as determined by the City Commission upon each yearly anniversary date of his original employment with the City (i.e., July 15) as a result of a performance evaluation administered by the City Commission, unless otherwise provided herein and cost of living according to budget cycle. Such evaluation shall be in accordance with criteria established between the City and Employee, and such criteria shall be based upon the City Manager's responsibilities in the City Charter, City Code, applicable Resolutions and policies, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance and determine Employee's increase, if any, no later than the last regular meeting of the Commission in June of each year during any Renewal Term. Any approved increase shall be effective as of the Employee's yearly anniversary date, July 15. The City Manager will not be eligible for another salary increase until his annual review in July 2026.

B. Employee's salary may be reduced to the same degree that other employees' salaries are reduced.

Section 8: Automobile and Transportation Allowance.


Employee's duties require that he have automobile transportation available to him and the Employee agrees to provide such transportation, including providing his own liability, property damage and other comprehensive insurance coverage as well as the purchase, operation, maintenance, repairs and replacement of such automobile transportation. The City agrees to provide the Employee an automobile and transportation allowance in the amount of Six Thousand U.S. Dollars (\$6,000.00) per year, payable in equal installments with the Employee's paychecks, to reimburse the Employee for transportation.

Section 9: Leave.

On , July 15, 2025, Employee shall receive 80 hours of vacation leave, and thereafter shall accrue vacation leave in the same manner as that which accrues for exempt City employees, totaling 160 hours/year (which includes the one-time provision of 80 hours of leave upon commencement of

employment). However, Employee shall not carry forward more than 320 hours from one calendar year to another calendar year. In addition, the Employee shall be entitled to sick leave and paid holidays in the same amount as exempt City employees and such sick leave shall be accrued in the same manner as that which accrues for exempt City employees. Upon termination of this Agreement, however terminated, Employee shall be entitled to the payment of accrued vacation leave and sick leave in accordance with the City's Personnel Manual.

Section 10: Benefits.

 A. ~~Employee shall be entitled to any benefits afforded to other employees of the City, including comprehensive medical insurance (medical, dental and vision care). The City will provide comprehensive medical insurance, including dental, and will pay all required premiums for said coverage of Employee. Employee shall be entitled to elect medical coverage, including dental and vision care for Employee's dependents, and Employee shall pay said premiums for dependents on the same basis as other City employees pay for dependent coverage. Said coverage to commence with the execution of this Agreement and as allowed under the City's agreement with its medical, dental, and vision insurance provider.~~ The City will provide long-term disability and life insurance in the same manner afforded to other employees of the City. Employee's benefits may only be reduced to the same degree that other employees' benefits are reduced.

B. Employee will be enrolled in the City's 401(a) plan and the City agrees to contribute eight (8%) percent of the Employee's base salary on an annual basis. Such amounts shall be contributed on a pay period basis. The Employee shall be vested in the 401(a) plan as provided by the 401(a) plan.

C. The City agrees to contribute an amount equal to seven (7%) percent of the Employee's base salary on an annual basis to a section 457 plan instituted by the City for the Employee. Such amounts shall be contributed on a pay period basis. Contributions provided to the Employee's section 457 plan shall be deemed 100% vested upon payment by the City.

Section 11: Professional Development.

A. Employee shall continue as a member in good standing of ICMA and maintain such standing at all times of employment. Within the first year of employment with the City, Employee shall apply for the ICMA-Credentialed Manager designation and within the Initial Term the Employee shall obtain the ICMA- Credentialed Manger designation. Upon receiving the designation of ICMA-Credentialed Manager, Employee shall receive a one-time payment of \$2,000. In support of this requirement and as may be budgeted annually by the City Commission, the City agrees to pay for the reasonable professional dues and subscriptions necessary for Employee's continuation in national, state and local professional organizations necessary and desirable for her continued professional participation and growth and for the good of the City. This shall include participation in the International City/County Management Association (ICMA) and the Florida City/County Management Association (FCCMA).

B. Also, as may be budgeted annually by the City Commission, the City hereby agrees to pay the travel and subsistence expenses of Employee, in accordance with Chapter 112 of the Florida Statutes, for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to pursue necessary official functions

of the City including, but not limited to, attendance at the annual conferences of ICMA, FCCMA, and other short courses and seminars.

Section 12: Residency Requirement and Relocation Expenses.

A. The Employee is specifically exempted by the City Commission from the requirement set forth in Section 4.02(b) of the City Charter, which requires the City Manager to reside within the boundaries of the City within six (6) months of appointment; however, the Employee shall reside within 15 miles of City Hall during the term of this Agreement, unless otherwise agreed to in writing by the Parties. The City agrees to reimburse Employee up to Twenty-five Hundred U.S. Dollars (\$2,500.00) per month for housing expenses for the first three months of employment (through ~~September~~ ^{October} 15, 2025).

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B. Within thirty (30) days of Employee's appointment, the City agrees that it will reimburse the Employee up to Ten Thousand U.S. Dollars (\$10,000.00) of relocation expenses, (including the cost of rental trucks, fuel, packing, shipping of household goods, but it does not include temporary lodging expenses) upon submission of invoices or receipts to the City. The Employee agrees that should the Employee resign from Employment in accordance with Section 4 prior to the conclusion of the Initial Term or be terminated by the City in accordance with Sections 3.B., 3.C., 3.E. or 3.G., then the Employee shall repay the City a prorated portion of the moving expenses that were reimbursed to the Employee. The proration of the expenses shall be by month over the Initial Term of this Agreement.

Section 13: Hours of Work.

It is recognized that the Employee will often be required to devote considerably more hours to his position than other employees, and that the Employee will devote a great deal of time outside the normal hours of business toward the business affairs of the City. Working hours will be flexible to accommodate the requirements and practices of the City Manager position, but generally Employee shall work during normal City business hours, excluding City recognized holidays, vacation leave or other leave in accordance with this Agreement or the applicable City policy. The Employee is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work necessary to fulfill the obligations of the position of City Manager. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon evening requirements or demanding projects. However, occasional time away from the office will be recognized as consistent with the nature of the professional position.

Section 14: Indemnification.

In addition to that required under State and local law, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in performance of Employee's duties as City Manager, unless the act or omission involved willful or wanton misconduct or performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City shall have the authority to settle, as it considers appropriate, any claim or suit filed against the Employee to which this

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indemnification applies. The requirements of this section shall survive termination of this Agreement, however terminated, for so long as such provision remains in the City Code.

Section 15: Bonding.

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: General Provisions.

- A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of the Employee.
- C. This Agreement shall be effective upon execution.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- E. Notice pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

CITY: Mayor and City Commission
City of Treasure Island 11450 Gulf Blvd.
Treasure Island, Florida 33706

EMPLOYEE: Charles Van ZANT
City Manager

- F. The City Commission, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.
- G. All provisions of the City Charter, and regulations and rules of the City relating to vacation and other leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.
- H. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

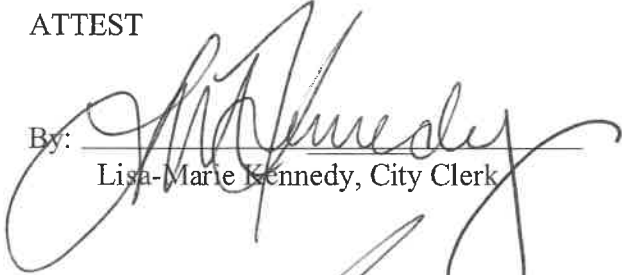
- I. Governing Law and Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and, where applicable, federal laws. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party.
- J. Severability. Should a court of competent jurisdiction declare illegal or unenforceable any provision or part of this Agreement (which provision cannot be modified to be enforceable), such provision or part thereof shall immediately become null and void leaving the remainder of this Agreement in full force and effect.
- K. Entire Agreement; Amendment; Signatures. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between the parties. This Agreement may not be amended except by a written agreement signed by the parties or signed by their respective administrators, trustees, personal representatives, or successors.
- L. Disputes. Any claim or dispute arising out of or related to this Agreement shall be subject to informal mediation as a condition present to the institution of legal or equitable proceedings by either party.


The mediator's fee and any filing fees shall be equally shared between the parties. If any party to this Agreement institutes legal proceedings arising from or related to this Agreement, it is stipulated and agreed that such a claim shall be heard and determined by a judge, and not by a jury, in Pinellas County, Florida. **EMPLOYEE AGREES AND UNDERSTANDS THAT HE IS WAIVING THE RIGHT TO A JURY TRIAL, IF ONE EXISTS, AS TO ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT.** Furthermore, if it becomes necessary for any party to this Agreement to institute legal action to enforce any of the terms and conditions or provisions contained herein, or for any breach thereof, the prevailing party shall be entitled to costs and reasonable attorney's fees, including fees and costs for any appeals.

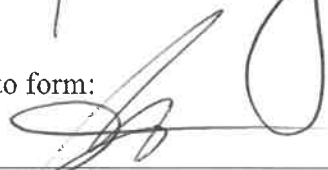
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF TREASURE ISLAND

ATTEST


By: 
Lisa-Marie Kennedy, City Clerk

By: 
John Doctor, Mayor

Approved as to form:
By: 
Anthony Sabatini, City Attorney

EMPLOYEE:

July 1, 2025
Date

By: 

Charles Van Zant


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RESOLUTION NO. 2025-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPOINTING CHARLES ANDERSON AS CITY MANAGER OF THE CITY OF TREASURE ISLAND, APPROVING A CONTRACT WITH CHARLES ANDERSON, AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Charles Anderson was placed on administrative leave May 6, 2025; and

WHEREAS, Mr. Anderson's employment with the City will be severed July 14, 2025; and

WHEREAS, a search for qualified candidates for City Manager was conducted by Human Resources; and

WHEREAS, the City Commission interviewed four candidates; and

WHEREAS, Charles Van Zant meets all the requirements set forth in the City Charter for the position of City Manager; and

WHEREAS, the City Commission desires to formally appoint Mr. Van Zant as City Manager; and

WHEREAS, both the City Commission and Mr. Van Zant desire to enter into a written contract regarding the terms and conditions of his employment; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that executing the written employment agreement and appointing Charles Van Zant as City Manager is in the best interest of the City of Treasure Island.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. Charles Van Zant is hereby formally appointed to be and serve as the City Manager of the City of Treasure Island, Florida, effective July 15, 2025.

Section 2. That the City Commission does hereby accept and approve the City Manager Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein, between the City of Treasure Island and Charles Van Zant.

Section 3. That the Mayor is hereby authorized to execute the City Manager Agreement on behalf of the City of Treasure Island.

Section 4. This Resolution is effective immediately upon adoption.


The foregoing Resolution was offered during Special Session of the City Commission of the City of Treasure Island, Florida, sitting on the 7th day of July, 2025, by Commissioner Vasquez who moved its adoption; was seconded by Commissioner Clark and upon roll call, the vote was:

YEAS: Commissioners Clark, Vasquez, Dickey, Doctor
NAYS: Commissioner Czyszczon
ABSENT OR ABSTAINING: None



John Doctor, Mayor

ATTEST:



Lisa-Marie Kennedy, City Clerk