**BOARD OF COMMISSIONERS REGULAR MEETING**
**TUESDAY, NOVEMBER 7, 2023 – 6:00 PM**
**120 108TH AVENUE**
**TREASURE ISLAND, FL 33706**

**MEETING NOTICE AND AGENDA**

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**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. COMMISSIONER REPORTS**

*Commissioner Toth*
*Commissioner Doctor*
*Commissioner Partridge*
*Commissioner Wetzel*
*Mayor Payne*

**G. APPROVAL OF MINUTES**

G.1 Approval of the Commission Regular Minutes of September 18, 2023
09 18 2023 board-of-commissioners_regular meeting minutes_summary.docx

**H. CONSENT AGENDA**

H.1 Consideration to enter into a Sponsorship Contract with Which Treasure Island Owner, LLC for Sanding Ovations
Sanding_Ovations_Sponsorship_Agreement__02573228-2_.pdf
Sanding Ovation Room Nights.pdf

H.2 Consideration to enter into an Operation Contract with CeeJay of Pinellas, Inc. for Sanding Ovations
Sanding Ovations Operation Agreement (02573088-5) SIGNATURE PAGE.pdf

Resolution 09-46.pdf

H.3 Director of Tennis Services Agreement Between the City of Treasure Island and Philip Girardi
Philip Girardi SIGNED AGREEMENT.pdf

H.4 Memorandum of Understanding for CPR Instruction by Firefighters
COTI CPR MOU Union Signed.pdf

H.5 Accept Firefighter Cancer Decontamination Equipment Grant
SFM CA GRANT.pdf

H.6 Authorize the City Manager for the Purchase Authority in the total amount of $100,000 for Hyfab Corp. and Tampa Body and Crane Inc. for Garbage Truck Repairs for Fiscal Year 2024

H.7 Authorize the City Manager Purchase Authority to Air Mechanical & Services Corp., and Industries, Inc (DBA ABM Building Solutions) for up to $105,000 in Fiscal Year 2024 for HVAC Repair, Replacement and Preventive Maintenance

H.8 Authorize the Purchase of As Needed Electrical Services from USA Voltage, LLC and Tamco Electric, Inc. for various electrical projects not to exceed $150,000 for FY 2024

## I. ITEMS OF BUSINESS

I.1 A Quasi-Judicial Proceeding - 9900 Gulf Blvd- An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner
1. Staff Report.pdf
2. Application.pdf
3. Affidavit to Authorize Agent.pdf
4. Warranty Deed.pdf
5. Variance Narrative.pdf
6. Pool Site Plan.pdf
7. Final Survey.pdf
8. P&Z Approved Site Plan.pdf

I.2 Review Ordinance 2023-07 clarifying the regulations for docks by revising Sec. 69-32 Definitions" and Sec. 69-71 "Docks, Davits" Boat Lifts and Boats" and Sec. 69-91 "Procedure" of the City's Land Development Regulations and adding new section 69-55 "Exemptions".
Ordinance 2023-07 Marine Dock Definitions.pdf
Ordinance 2023-07 City of Treasure Island Business Impact Statement.pdf
2023 0817 Resolution 2023-02 Dock Regulations Final Signed.pdf

I.3 First Reading of Ordinance 2023-19 Amending the Fiscal Year 2024 General Fund

Budget to appropriate $57,900 from the undesignated General Fund fund balance for the repair and improvements of Tennis Courts at Treasure Bay of which will be partially funded from a United States Tennis Association grant

ORDINANCE_2023-19 Tennis Court Repair and Improvement_Budget_Amendment__02613825_.docx
8-23-2023_City_of_Treasure_Island_Business_Impact_Statement__02572359-3_.docx
Hurricane Relief Commitment Letter Treasure Bay Golf and Tennis Facility 8.29.2023.pdf
Superior Fence Proposals revised.pdf

I.4 Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 15th annual Sanding Ovations presents *It's About Time*
FY24 Elite Event - 15th Annual Sanding Ovations Agreement.pdf

I.5 Authorize the Purchase of Engineering Design Services for the Kingfish Park Seawall and Abutment Repair in the amount of $120,000 to Hardesty and Hanover, Inc.
Kingfish Park Seawal and Abuteman Photosf 11 07 2023.docx
H&H Work Authorization.pdf

I.6 Authorize the City Manager for Spending Authority for FY24 As-Needed "Handyman Services" for Public Works Facilities in the amount of $200,000

## J. 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 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.*

**AGENDA ITEM NO. G.1**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Celine Kidwell, Administration |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | APPROVAL OF MINUTES |
| **SUBJECT:** | Approval of the Commission Regular Minutes of September 18, 2023 |
| **BACKGROUND:** | . |
| **POLICY/PURPOSE:** | . |
| **STRATEGIC PLAN RELEVANCE:** | . |
| **ANALYSIS/DISCUSSION:** | . |
| **FUNDING:** | . |
| **MOTION:** | I move to approve the Commission Regular Minutes for September 18, 2023 as written. |

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**ATTACHMENTS:**
09 18 2023 board-of-commissioners_regular meeting minutes_summary.docx

**City of Treasure Island**
**Meeting Minutes**
**City Commission Regular Meeting**

Monday, September 18, 2023 – 6:00 p.m.
City Hall Auditorium
120 108th Avenue
Treasure Island, FL 33706

## CALL TO ORDER

Mayor J. Tyler Payne called the meeting to order at 6:00 p.m.

## A. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Payne.

## B. ROLL CALL

**Present:** 5 – Mayor J. Tyler Payne, Commissioner Deb Toth, Commissioner John Doctor, Commissioner Saleene Partridge and Commissioner Beth Wetzel

## C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commissioner Deb Toth requested agenda item *I.5 Allowing for the ability of the City to create and impose special assessments for capital improvements or essential services* be moved to a future workshop. There was consensus to move I.5 item for a future workshop in November.

There was consensus to approve the regular and workshop agendas with the exception of Item 1.5 being pulled for a future workshop.

## D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

There were no proclamations, recognitions, or certificates of appreciation.

## E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

The following residents spoke to the agenda item I.5 Allowing for the ability of the City to create and impose special assessments for capital improvements or essential services.

- Kim Matthews expressed opposition to agenda item I.5.
- Buzzy Barnett expressed opposition to agenda item I.5.

Agenda Item I.5 was pulled from the regular agenda for a future workshop for further discussion.

## F. COMMISSIONER REPORTS

- Commissioner Toth spoke to upcoming Isle of Capri Civic Association and Gulf Beaches Public Library events.
- Commissioner Doctor spoke to upcoming Isle of Palms Civic Association events.
- Commissioner Partridge spoke to upcoming Paradise Island Civic Association events.
- Commissioner Wetzel spoke to upcoming Sunset Beach Civic Association events.
- Mayor Payne spoke to upcoming city-wide events and meetings.

## G. APPROVAL OF MINUTES

### G.1 Approval of the Commission Regular and Workshop Minutes of August 23, 2023, and Emergency Meeting Minutes of August 28, 2023.

Mayor Payne introduced the item and there was no public comment.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the Commission Regular and Workshop Minutes of August 23, 2023, and Emergency Meeting Minutes August 28, 2023, as written. **The motion carried on the following roll call vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 - 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

## H. CONSENT AGENDA

There were no consent agenda items.

## I. ITEMS OF BUSINESS

### I.1 Ordinance 2023-15, Adopting a Property Tax Rate for Fiscal Year 2024 – Second Reading and Public Reading

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Finance Director Mike Munger introduced the item.

Vice Mayor Saleene Partridge expressed her constituents concerns and opposition to the proposed property tax rate for fiscal year 2024.

There were no further Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to adopt Ordinance No. 2023-15, establishing the Fiscal Year 2024 Property Tax Rate for the City of Treasure Island, Florida at 3.8129 mills, which is greater than the rolled-back rate of 3.4541 mills by 10.38% at this second and final reading and public hearing. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Adopt.
**Motion Passed: 4 - 1**
Voting For: Tyler Payne, Deb Toth, Maribeth Wetzel, John Doctor
Voting Against: Saleene Partridge

Mayor Payne announced that the final property rate for FY2024 for the City of Treasure Island is established at 3.8129 mills, which is 10.38% higher than the rolled back rate of 3.4541 mills.

**I.2 Ordinance 2023-16, Budget for Fiscal Year 2024 - Second Reading and Public Hearing**

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Finance Director Mike Munger introduced the item.

Commissioner John Doctor expressed his concern and opposition to the proposed budget for fiscal year 2024.

There were no further Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to adopt Ordinance 2023-16 adopting the FY 2024 budget, with the budget document and prior year encumbrances as of September 30, 2023, at this second reading and final public

hearing on September 18, 2023. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Adopt.
**Motion Passed: 4 – 1**
Voting For: Saleene Partridge, Tyler Payne, Deb Toth and Maribeth Wetzel
Voting Against: John Doctor

**I.3 Ordinance 2023-17 - Establishing a New Stormwater Rate Structure - Second and Final Reading**

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Finance Director Mike Munger introduced the item.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to adopt Ordinance No. 2023-17 adopting the updated ERU Stormwater calculation modifying chapter 54 of the Code of Ordinances at this 2nd and final Public Hearing. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Adopt.
**Motion Passed: 5 - 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

**I.4 Ordinance No. 2023-18, Second and Final Reading, Adopting the FY24 City-wide Fee Schedule as Appendix A to the Code of Ordinances**

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Finance Director Mike Munger introduced the item.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to adopt Ordinance No. 2023-18 adopting the City-wide Fee Schedule as Appendix A to the Code of Ordinances to be effective October 1, 2023, at this 2nd Reading and Final Public Hearing. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Adopt.
**Motion Passed: 5 - 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

**I.5 Second and Final Reading of Ordinance No. 2023-11, Allowing for the ability of the City to create and impose special assessments for capital improvements or essential services**

Item I.5 moved to a future workshop on November 7, 2023.

**I.6 Ordinance No. 2023-14, Second and Final Reading, Amending the City Code regulating prohibition of alcohol at public facilities and parks**

Mayor Payne announced the item and called on the City Attorney Jennifer Cowan to read by title only.

Police Chief John Barkley introduced the item.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne closed the public hearing and requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to adopt Ordinance No. 2023-14 at Second and Final Reading, Amending the City Code regulating prohibition of alcohol at public facilities and parks. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 - 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

**I.7 Approval of the Pinellas County Sheriff's Office FY 2024 Contract**

Mayor Payne announced the item.

Police Chief John Barkley introduced the item.

Police Chief Barkley spoke to the annual contract with Pinellas County Sheriff's Office providing critical communication services (911 services) allowing access to data and information from surrounding communities for the Treasure Island Police Department.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the execution of the agreement for communication services providing for computer-aided dispatch from the Pinellas County Sheriff's Office effective October 1, 2023, through September 30, 2024. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 - 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

## I.8 2022 Sanding Ovations Net Proceeds from the Sale of Alcoholic Beverages Donation

Mayor Payne announced the item.

Parks & Recreation Director Cathy Hayduke introduced the item.

Parks & Recreation Director Hayduke reported that expenses from the 2022 Sanding Ovations event were $238,005.60. The total revenue for the event was $253,220.62, which included the sale of alcohol, merchandise, parking, vendors, and sponsorships. The net profit from the event was $15,215.02 of which 49% or $7,455.36 of the revenue was contributed to alcohol sales.

Florida Statutes, Section 561.422, requires that all net proceeds from sales of alcoholic beverages collected during the permit period of a municipality or county must be donated to a non-profit civic or charitable organization. The City obtained a 3-day Special Event Permits for the sale of alcoholic beverages during the annual Sanding Ovations event.

Staff recommended that the net profit of $7,455.36 comes from the sale of alcoholic beverages. be split equally between the Life Intervention Focus Group (L.I.F.T.), Treasure Island Fire Association (TIFA) and Treasure Island Police Association (TIPA) in the amount of $2,485.12 each.

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne requested a motion.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve that the $7,455.36 net proceeds from sales of alcoholic beverages collected during the 2022 Sanding Ovations event be split equally between the Life Intervention Focus Group (L.I.F.T.), Treasure Island Fire Association (TIFA) and Treasure Island Police Association (TIPA) in the amount of $2,485.12 each. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 - 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

**I.9 Approve a Work Authorization and Spending Authority for Halff Associates, Inc. in the Amount of $76,668.38 for Landscape Architecture Services for Paradise Blvd and the West Causeway; Authorize Spending Authority up to $65,000 for the Re-landscaping of the 7th Street East median**

Mayor Payne announced the item.

Public Works Director/Sustainability Coordinator Stacy Boyles introduced the item.

Public Works Director Boyles provided an overview of the 7th Street East Median, West Causeway and Paradise Blvd median landscaping projects including background, funding allocation, potential plant species list, and staff's recommendations.

If awarded, Halff Associates, Inc., landscape architect, planned to facilitate a meeting with interested residents to share a list of potential plant species and layout considerations for Paradise Blvd median landscaping project.

Halff Associates, Inc., would provide a rendering of the design(s) for final community input, prior to bringing the conceptual design forward for Commission's consideration and approval.

Mayor Payne spoke to the need for landscaping along the 7th Street medians. There were no further Commission questions or discussion.

There was no public comment.

Mayor Payne requested a motion.

**Motion 1:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve the execution of the work authorization, and authorize the associated spending authority for Halff Associates, Inc.

up to the amount of $76,668.38 to include a contingency for landscape architecture services for the Paradise Blvd. medians and a portion of the West Causeway. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 – 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

Halff Associates would provide additional services as outlined in Attachment A - Work Authorization.

There were no Commission questions or discussion.

Mayor Payne called for Public Comment.

Public Comment:

- Ray Chewning spoke about the effects to the area due to Hurricane Idalia. Mr. Chewning asked the Commission to consider saltwater intrusion and flooding in that area as the area likely would remain vulnerable.

Mayor stated he had the same concerns and contacted staff that recommended landscaping with salt tolerant plants.

There were no further Commission questions or discussion.

Mayor Payne requested a motion.

**Motion 2:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to the authorization of the City Manager's spending authority up to $65,000 for the re-landscaping of 7th Street East to be performed with in-house ground maintenance staff for plants, trees, and supplies. **The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 – 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

**I.10 Easements for Emergency Dune Restoration Project**

Mayor Payne announced the item.

Community Development Director Kathyrn Younkin introduced the item.

Hurricane Idalia affected Pinellas County on August 29, 2023, and August 30, 2023, and caused significant damage to the dune system in the southern end of Treasure Island and particularly in the Sunset Beach area of Treasure Island.

To restore the dunes and reduce the vulnerability of the properties post hurricane, Pinellas County has agreed to conduct an emergency dune restoration. As a part of that emergency dune restoration the county requires temporary construction easements from each property owner for land that is located 20-feet landward of the Coastal Construction Control Line (CCCL).

The area proposed for dune restoration runs approximately from 76th Avenue on the south end of Sunset Beach and potentially as far north as 100th Avenue on Gulf Boulevard.

The city owns several properties within this dune restoration area and will need to provide the nine attached temporary construction easements. These temporary construction easements for the city allow:

“an easement for a period of up just under (3) years to the benefit of County, their employees, agents, successors, and assigns, over, under, upon, and across that portion of the owners property lying seaward of a line 20ft landward of the Coastal Construction Control Line (CCCL) as recorded in Official Record Book 19805 Pages 338 thru 344, Public Records of Pinellas County, Florida, to access, remove and/or plant vegetation and debris, design, permit, install, monitor, as necessary, sand dunes and/or other sand containment erosion control devices (hereafter, the “Temporary Armoring”), reserving the right to remove Temporary Armoring if damaged or required by permit.”

- Parcel 25-31-15-00000-330-0500
- Parcel 26-31-15-09630-000-0070
- Parcel 26-31-15-78804-008-0010
- Parcel 36-31-15-87408-001-0081
- 8000 W Gulf Blvd
- 8150 W Gulf Blvd
- 8750 W Gulf Blvd
- 9700 Gulf Blvd
- 10010 Gulf Blvd

There were no Commission questions or discussion.

There was no public comment.

Mayor Payne requested a motion for the Works Authorization.

**Motion:** A motion was made by Vice Mayor Partridge, seconded by Commissioner Toth to approve, and authorize the Mayor to execute the nine temporary construction easements for these properties:

- Parcel 25-31-15-00000-330-0500
- Parcel 26-31-15-09630-000-0070
- Parcel 26-31-15-78804-008-0010
- Parcel 36-31-15-87408-001-0081
- 8000 W Gulf Blvd
- 8150 W Gulf Blvd
- 8750 W Gulf Blvd
- 9700 Gulf Blvd
- 10010 Gulf Blvd

**The motion carried on the following vote:**

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
**Motion Passed: 5 – 0**
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

Moved by Saleene Partridge; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: Tyler Payne, Deb Toth, Saleene Partridge, Maribeth Wetzel, John Doctor
Voting Against: None

## J. ADJOURNMENT

Mayor Payne adjourned the meeting at 7:27 p.m.

City of Treasure Island, Florida

By: _____
Tyler Payne, Mayor

Attest: _____
Celine Kidwell, CMC, City Clerk

Minutes approved at the City Commission Regular Meeting this ____ day of _____, 2023.

**AGENDA ITEM NO. H.1**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** November 7, 2023

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

**ITEM TYPE:** Contracts

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Consideration to enter into a Sponsorship Contract with Which Treasure Island Owner, LLC for Sanding Ovations

**BACKGROUND:** In 2014, beer trucks were not authorized on the beach due to an on-going lawsuit and as outlined in the Florida Department of Environmental Protections permit for the annual event, which created operational and logistical issues for the event. Staff worked with the Bilmar Beach Resort and Sloppy Joes to setup a bar on the beach for the annual Sanding Ovations event.

In 2015, the City entered into a License Agreement with the Division of State Lands to authorize the annual Sanding Ovations event on the beach; however, beer trucks and other motorized vehicles were not permitted to remain on the beach overnight. Since that time, Sloppy Joes has managed the bar operations for the annual Sanding Ovations event.

Sloppy Joe's personnel setup and breakdown the bars; order the alcoholic and non-alcoholic beverages for the bars including the mixers and ice; and provide the staff for the bars including the bartenders, bar backs and managers. Sloppy Joes also assists in obtaining beverage sponsors for the event.

**POLICY/PURPOSE:** Commission approval is required to authorize the City Manager to enter into a Sponsorship Contract with Which Treasure Island Owner, LLC for the general obligations associated with the sponsorship and bar operations for the annual Sanding Ovations event.

**STRATEGIC PLAN** Community Road Map. GOAL 1, Promote a socially connected

**RELEVANCE:** community through implementation of the Master Park Plan; OBJECTIVE 3: Expand programming opportunities and unique community events; BOLD ACTION 2: Highlight family friendly and sustainability-focused events.

Financial and Economic Development Road Map: Goal 1, Foster a vibrant business community.

**ANALYSIS/DISCUSSION:** Which Treasure Island Owner, LLC owns the Bilmar Beach Resort and Sloppy Joes Restaurant. Clyde Smith, General Manager is the Registered Agent for the Foreign Limited Liability Company.

Sanding Ovations, now in its 15th year has grown to be the City of Treasure Island's signature event. Destination Analysts reported that the 2021 event generated $6.3 million in direct spending, $502,000 in taxes generated throughout Pinellas County and over 50,000 attendees annually. Sanding Ovations receives the Elite Funding Grant from Visit St Pete Clearwater as a major driver of tourism in Pinellas County.

Two full-service bars are setup for the Sanding Ovations main weekend, with one full-service bar setup for the Encore Weekend. The city hires licensed bartenders through Sloppy Joe's. The Bilmar Beach Resort provides the Host Liquor Liability naming the City of Treasure Island as an additional insured entity for the bar operations.

Sloppy Joes personnel setup and breakdown the bars, which includes four days prior to the event and two days after the event. Sloppy Joe managers order the alcoholic and non-alcoholic beverages, mixers and ice for the bars and provide oversight at the bars throughout the event. In past years, the City has reimbursed Sloppy Joes for all expenses and personal costs. Additionally, the City pays Sloppy Joe's a fee equal to an amount of 30% of the alcohol sales less expenses for the management, operations and oversight of the bars. The City obtains the liquor licenses and retains all the net profits from the sale of alcoholic beverages collected during the event in accordance with Section 561.422, Florida Statutes. Sloppy Joe's also works with the city in obtaining beverage sponsors for the event. The City shall receive and retain all profits generated by the alcohol sales.

In order to standardize the event operations, the City is entering into contracts with its longtime partners/vendors. The Bilmar Beach Resort has been a sponsor of the Sanding Ovations event since its inception in 2009. The Bilmar and Sloppy Joe's currently provide the hotel rooms and meals for the sculptors and tech crew, which equates to an annual

sponsorship of over $50,000. Additionally, for the Bilmar Beach Resort to continue to provide the Host Liquor Liability Insurance for the bar operations, their insurance company requires a contract between the City and Which Treasure Island Owner, LLC (Bilmar Beach Resort).

The obligations of the Bilmar Beach Resort as outlined in the Sponsorship Contract include the following:

- Provide representation on the Sanding Ovations committee.
- Provide an in-kind sponsorship of up to $50,000 annually. The services shall include the provision of hotel and food for sculptors and tech crew participating in the event.
- The provision of bar operations and services, including but not limited to the sale of alcohol at the bars and all permitting, insurance and licensing requirements to legally do so. Sloppy Joe's is responsible for all employees and supplies necessary to host and operate the bars in the event area; and for the setup and tear down of any venue locations that will host bar services.
- The Bilmar Beach Resort will provide 100 room nights for the sculptors and tech crews working the annual event. Additional room nights utilized will be provided at a discounted rate of $109 per night.
- The Bilmar shall provide an additional 10 room nights for city staff (Parks & Recreation Director, Fire Chief and Deputy Fire Chief) at a discounted rate of $79 per night so long as no more than four room nights at the discounted rate are used on Friday and Saturday nights of the main weekend.
- The daily amenity fee of $35 is waived for all of the room nights identified above.
- The Bilmar Beach Resort and Sloppy Joe's will continue to provide all meals for the sculptors and tech crew including breakfast, lunch and dinner.
- The City of Treasure Island will provide its Tax-Exempt Certificate for all comped and paid room nights and meals.

The City of Treasure Island will continue to have complete and overall decision making, management and oversight authority over the annual Sanding Ovations event. The City will provide the full financial support for the event as budgeted by the City Commission and shall retain all receipts and profits from the event.

**FUNDING:** At the conclusion of the event, the City shall pay Which

Treasure Island Owner, LLC. up to $30,000 to operate and manage the bars. The City shall reimburse the Sloppy Joes/Bilmar for the alcohol, non-alcohol and mixers purchased for the event. The Bilmar Beach Resort and Sloppy Joe's Restaurant agrees to assist the city in obtaining bar sponsorships and donations. As an incentive to continue to grow the event, the City shall pay to Sloppy Joe's twenty-five percent of each $10,000 of net alcohol proceeds received over $100,000.

In 2021, the revenue generated from the bars was $127,690.79, with expenses totaling $43,549.38. Payment to Sloppy Joe's for the reimbursement of expenditures and thirty percent of the net profits from the sale of alcohol was $35.891.64.

In 2022, the revenue from the bar operations was $114,110.87, with expenses totaling $37,061.98. Payment to Sloppy Joe's for the reimbursement of expenditures and thirty percent of the net profits from the sale of alcohol was $32,360.22. Gross revenue from the bars were approximately 10.5% less than in 2021 due to cancelation of the event on Sunday, November 20, 2022, due to inclement weather.

Funds for the Sanding Ovations event are budgeted in the Parks and Recreation Administration budget in account 001-5720-49900 (Community Events). Payment for the operations of the bars and additional room nights is an expense of the event and offset by revenues generated by the event.

**MOTION:**

I move to approve and authorize the City Manager to execute the Sanding Ovations Sponsorship Agreement between the City and Which Treasure Island Owner, LLC for the general obligations associated with the sponsorship and bar operations for the annual Sanding Ovations event with an initial term of three (3) years and an option to renew for two additional one-year terms.

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**ATTACHMENTS:**

Sanding_Ovations_Sponsorship_Agreement__02573228-2_.pdf
Sanding Ovation Room Nights.pdf

## SANDING OVATIONS SPONSORSHIP CONTRACT

This SANDING OVATIONS SPONSORSHIP CONTRACT ("Contract"), by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 120 108th Avenue, Treasure Island, FL 33706 (the "City") and _Which Treasure Island Owner, LLC, a foreign limited liability company authorized to do business in the state of Florida, with a principal address of 3501 Jamboree Road, Suite 550, Newport Beach. CA 92660, (the "Contractor")(collectively, the "Parties"), is made and entered into on the ____ day of _____, 2023 (the "Effective Date").

**WHEREAS**, annually, the City hosts the Sanding Ovations Master Cup Sand Sculpting Competition and Music Festival (the "Event"); and

**WHEREAS**, the Event is a four-day invitational competition and exhibition of sand sculpting masters, who create works of art using sand, water, and imagination; and

**WHEREAS**, the Event draws large crowds and revenues to the City and greatly benefits local businesses, with the 2021 Event having generated $6.3 million in direct spending and $502 thousand in taxes generated throughout Pinellas County, and the 2022 Event drawing approximately 50,000 attendees; and

**WHEREAS**, the Contractor has previously sponsored the Event and provided bar services for the Event, including the provision and licensing of bar operations; and

**WHEREAS**, the Contractor has received significant marketing benefits from sponsoring the Event in the past, including exposure from websites, sand sculptures, television and radio commercials, and onsite media presence; and

**WHEREAS**, the Parties desire that the Contractor's respective duties and responsibilities associated with the Event be set forth in a written agreement; and

**WHEREAS**, the City has determined that there exists the need for the Contractor's services; and

**WHEREAS**, both Parties agree that the services to be provided by the Contractor are in the best interest of the public; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Contract, the Parties agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and are incorporated in this Contract.

2. **Scope of Contract**. The City has been authorized by the City Commission of the City of Treasure Island (the "Commission") to contract with the Contractor for the general obligations specified below associated with the bar operations of the Event.

3. **Term**. This Contract is for a term of three (3) years, beginning on the Effective Date. The Contract will govern the operation of the Event for each of these years. The Contract may be renewed by the mutual written agreement of the Parties for two (2) additional one (1) year renewal terms. This Contract will govern the Contractor's rights and obligations in connection with the Event. The Event area will be limited to the area specified in the FDEP permit.

4. **Obligations of the City**.

    a. The City has complete and overall decision making, management, and oversight authority over the Event.

    b. The City is responsible for coordinating the logistics and details of the Event.

    c. The City will provide the full financial support for the Event as budgeted by the City Commission.

    d. The City is responsible for managing and collecting any and all revenues generated by the Event.

    e. The City is responsible for providing the Contractor with the Event's annual site plan, dates of the Event and permitted times for any setup and breakdown before, during and after the Event. The Event has been traditionally held the weekend before and after Thanksgiving and the site plan is contingent on FDEP approval.

5. **Obligations of Contractor**.

    a. The Contractor shall provide an in-kind sponsorship for the Event by providing up to $50,000 in services for the Event.

    b. The Contractor's services shall include the provision of hotel and food for sculptors participating in the Event..

        i. The Contractor shall provide 100 room nights for the sculptors and tech crew working on the Event.

ii. The Contract shall provide an additional 10 room nights at the discounted rate of $79 per night so long as no more than 4 room nights at this discounted rate are used on the Friday and Saturday nights of the main Event.
iii. The Contractor shall provide any additional rooms utilized will be charges at the reduced rate of $109 per night.
iv. The Contractor agrees that the daily amenity fee of $35 is waived for all of the room nights identified above.

c. The Contractor shall provide bar operations and services, including but not limited to the sale of alcohol at the bars and any and all permitting, insurance and licensing requirements to legally do so, all employees and supplies necessary to host and operate the bars in the Event's annual site plan; and the set-up and tear-down of any venue locations that will host bar services.

6. **Revenue**. The City shall receive and retain all profits generated by the alcohol sales provided for under this Contract.

7. **Compensation**. At the conclusion of the Event, City shall pay the Contractor $30,000 to operate and manage the bar operations and services. The City shall reimburse the Contractor for the alcohol purchased for the Event as supported by receipts. The City may also obtain donations of alcohol for the Event and the Contractor agrees to cooperate with the City in obtaining those donations. The City shall pay the Contractor 25% of each $10,000 of net alcohol proceeds received over $100,000.

8. **Injury or Damage to Persons or Property**. If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, must be given to the other party within a reasonable amount of time not exceeding twenty-one (21) days after the first observance. This notice must provide sufficient detail to enable the other party to investigate the matter.

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

10. **Indemnification**. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the

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

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

11. **Insurance**. The Contractor must furnish the City with proof of insurance coverage, as follows:

**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 Subcontractor(s), if utilized, to acquire and maintain the same.**

1. The Contractor 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: Parks and Recreation Department
   120 108th Avenue
   Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers' Compensation policy, for both Contractor and Subcontractor(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 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
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3. Host Liquor Liability Insurance: The Contractor shall provide coverage for all bodily injury and/or property damage arising out of the serving or distribution of alcoholic beverages.

   $1,000,000 Per Occurrence
   $2,000,000 General Aggregate

4. 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

5. 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 Subcontractor(s).

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 Subcontractor will relieve the Contractor or Subcontractor from responsibility to prove insurance as required.

12. **Termination**. For and in additional consideration of $10.00 which the Parties acknowledge has been received by the Contractor, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause, and without penalty or expense to the City, upon 5 days' written notice to Contractor. Upon expiration of such time period, this Agreement shall be deemed terminated, all obligations under this Agreement shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination.

13. **Relationship of Parties**. Nothing contained in this Contract shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Contract, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Contractor shall employee personnel as necessary and

proper to carry out the terms and conditions of this Contract. Contractor acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

14. **Amendment**. This Contract may not be amended or modified except in writing, executed by the Parties.

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

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

17. **Attorneys' Fees and Costs**. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

18. **Assignment and Construction of Contract**. Any assignment of this Contract, without the City's written consent, is void. This agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns. The parties agree that in any event of litigation concerning the construction of this Contract or interpretation of any language used in this Contract, that this Contract and any of its provisions will not be construed against the City by virtue of this Contract having been drafted by the City. The validity, interpretation, construction, and effect of this Contract will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Contract will be reformed to replace such stricken provision or part of a provision with a valid and enforceable provision, which comes as close as possible to expressing the original intention of the stricken provision. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

19. **No Third-Party Beneficiaries**. This Contract is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

20. **Force Majeure**. Each Party will be excused from the performance of its obligations under this Contract to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse will be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Contract, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, hurricane, storm or like catastrophe. The payment of invoices due and owing under this Contract shall in no event be delayed by the payer because of a force majeure affecting the payer.

21. **Entire Agreement**. This Contract embodies the entire Contract of the City and the Contractor. There are no promises, terms, conditions or allegations other than those contained in this Contract, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Contract.

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

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

| If to the City: | If to Contractor: |
|---|---|
| City of Treasure Island | Which Treasure Island Owner, LLC |
| 120 108th Avenue | 10650 Gulf Blvd. |
| Treasure Island, FL 33706 | Treasure Island, FL 33706 |
| Attn: Amy Davis, City Manager | Attn: Clyde Smith |

With required copy to:
Jennifer R. Cowan, City Attorney
Bryant Miller Olive P.A.
One Tampa City Center, Suite2700

Tampa, Florida 33602

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

24. **Severability**. If any one or more provisions of this Contract shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Contract shall be treated as though the invalidated portion(s) had never been a part hereof.

25. **Right to Suspend**. The City reserves the right to suspend the rights granted to the Contractor under this Contract immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

26. **Non-appropriation**. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Contract, the City shall notify Contractor of such occurrence and this Contract shall terminate on the last day of the current fiscal period without any penalty or expense to the Govt.

27. **Non-Discrimination**. Contractor shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

28. **Scrutinized Companies**. By executing this Contract, pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel, and that all such certifications were true as of the effective date of any this Contract. Notwithstanding anything contained in this Contract to the contrary, the City may terminate this Contract immediately if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

29. **No Affiliation with Foreign Countries of Concern**. To the extent that this Contract would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes Contractor certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Contractor certifies, represents, and warrants that: (a) Contractor is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of or has its principal place of business in a foreign country of concern.

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

31. **No Issuance of Identification Documents**. Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

32. **Electronic Signatures**. This Contract may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Contract and shall be treated in all respects as an original handwritten signature.

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

34. **Computation of Time**. Any reference in this Contract to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Contract and shall not apply to any deadlines for which a date certain is provided.

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

36. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor 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 Contract; (b) upon request from the City's custodian of public records, provide 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 Contract and following completion or termination of this Contract, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Contract. If Contractor

transfers all Public Records to the City pursuant to (d)(i) above, Contractor 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 City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor 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 Contractor is acting on behalf of the City.

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

**City Clerk, City of Treasure Island**
**120 108th Avenue**
**Treasure Island, FL 33706**
**Tel: (727) 547-4575**
**Fax: (727) 547-4582**
**cityclerk@mytreasureisland.org**

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

CITY: The City of Treasure Island

_____

Amy Davis, City Manager

ATTEST:

_____

Celine Kidwell, City Clerk

CONTRACTOR: Clyde Smith

Clyde Smith - GM

_____

WITNESS:

Judy Muckebee

Name: Judy Muckebee

WITNESS:

Sarah Salw

Name: Sarah Salw

**From:** Clyde Smith
**To:** Hayduke, Cathy
**Cc:** Roger Jones; Kim Laskey
**Subject:** Sanding Ovation Room Nights
**Date:** Thursday, October 5, 2023 4:20:27 PM
**Attachments:** image001.png

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Hi Cathy, sorry I missed the meeting yesterday but I am sure Roger represented us well. He asked us to send you a recommendation for room nights Comp and at a Rate. The history of comp nights since 2013 is listed below. As seen it has grown 185% since 2013. Meal consumption has also followed this trend.

We propose the maximium Comp Nights be 100 total room nights. Additional 10 cumlative nights for City Staff at $79 with no more than 4 at this rate Friday & Saturday of the main event. Any additional rooms utilized charged at a rate of $109.00. The daily amenity fee (currenly $35) would be waived for all Sanding Ovations room nights. Let me know when you want to discuss this. Thank you, Clyde

2013 - 57 room nights
2014 - 62 room nights
2015 - 70 room nights
2016 - 79 room nights
2017 - 88 room nights
2018 - 87 room nights
2019 - 81 room nights
2020 - 158 room nights
2021 - 117 room nights
2022 - 137 room nights
2023 - 162 room nights

**Clyde Smith**
General Manager

**BILMAR BEACH RESORT**
10650 Gulf Blvd.
Treasure Island, FL 33706
T 727.360.5531 | EXT. 776

WEBSITE | FACEBOOK | INSTAGRAM | TRIPADVISOR


BILMAR
BEACH RESORT

**AGENDA ITEM NO. H.2**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Cathy Hayduke, Parks & Recreation |
| **ITEM TYPE:** | Contracts |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | Consideration to enter into an Operation Contract with CeeJay of Pinellas, Inc. for Sanding Ovations |
| **BACKGROUND:** | Resolution 09-46 approved the location and use of the Treasure Island Beach for the Sanding Ovations Master Sand Classic and for a temporary public parking area for the event on Thursday, November 19 through Sunday. November 22, 2009. Annual approval of the event was completed through the budget process.<br><br>The Commission approved the partnership between the City of Treasure Island, the Treasure Island Chamber of Commerce and CeeJay of Pinellas, Inc. to host and sponsor the Sanding Ovations event and to split the net profits with the exception of the parking from the event and after all personnel and operating expenses had been paid. |
| **POLICY/PURPOSE:** | Commission approval is required to authorize the City Manager to enter into an Operation Contract with CeeJay of Pinellas, Inc. for Sanding Ovations |
| **STRATEGIC PLAN RELEVANCE:** | Community Road Map. GOAL 1, Promote a socially connected community through implementation of the Master Park Plan; OBJECTIVE 3: Expand programming opportunities and unique community events; BOLD ACTION 2: Highlight family friendly and sustainability-focused events. |

**ANALYSIS/DISCUSSION:** CeeJay of Pinellas, Inc. is a Florida for profit company owned and operated by Meredith Corson-Doubleday.

Meredith Corson-Doubleday of CeeJay of Pinellas, Inc. has partnered with the City of Treasure Island since the inception of the Sanding Ovations event in 2009 and has been an integral part of the events growth.

Resolution 09-46 approved the sand sculpting event and partnership with CeeJay of Pinellas, Inc (Sanding Ovations). CeeJay of Pinellas, Inc. loaned its company name to the annual event.

Sanding Ovations, now in its 15th year has grown to be the City of Treasure Island's signature event. Destination Analysts reported that the 2021 event generated $6.3 million in direct spending, $502,000 in taxes generated throughout Pinellas County and with 50,000 attendees. Sanding Ovations receives the Elite Funding Grant from Visit St Pete Clearwater as a major driver of tourism in Pinellas County.

In order to standardize the event operations, the City is entering into contracts with its longtime partners/vendors. Staff is requesting that the City enter into an Operations Contract with CeeJay of Pinellas, Inc. for the "sand aspect" of the event referring to the management and operation of the sand sculpting exhibition and competition portion of the event.

The obligations of CeeJay of Pinellas, Inc. will include the following:

1. Provide all content and information for the sand sculpting competition and exhibition for marketing and publicity purposes.
2. Responsible for all logistics and coordination of the sand sculpting competition and exhibition
3. Oversight and coordination of the ordering and delivery of the sand. Also, provide recommendations and samples of compatible sand for the Florida Department of Environmental Protection permit
4. Coordinate with City staff on the setup and breakdown tasks for the sand sculptures. CeeJay of Pinellas, Inc. will provide a tech crew of appropriate size and skill to assist City staff with setup and breakdown of competition/exhibition area.
5. Coordinate site plan with Sanding Ovations committee members
6. CeeJay of Pinellas, Inc. is responsible for picking the annual theme and designing the logo for t-shirt and other promotional materials
7. Create and complete the sponsorship sculptures prior to

the start of the event

8. Maintain the sculpture area during, between and after the main and encore weekends as well as 45-days following the event as permitted by the Department of Environmental Protection.
9. Invite sand sculptors, coordinate travel arrangements and accommodations for sculptors and tech crew
10. Coordinate meals for sand sculptors and tech crew
11. Provide representation on the Sanding Ovations committee

CeeJay will continue to assist with obtaining in-kind and monetary sponsorships for Sanding Ovations to offset the cost of the event.

The term of the contract is for a term of three (3) years with two (2) additional one (1) year renewal terms.

The City of Treasure Island will continue to have complete and overall decision making, management and oversight authority over the annual Sanding Ovations event. The City will provide the full financial support for the event as budgeted by the City Commission and shall retain all receipts and profits from the event.

**FUNDING:**

Per the Operations Contract, the City of Treasure Island shall pay $12,000 to CeeJay of Pinellas, Inc for services as outlined in the contract. CeeJay of Pinellas, Inc. is required to provide an annual budget for the sand sculpture operations to include sculptors and tech crew fees, sand, and related equipment. The City will pay all costs within the budget and supported by a receipt. The City shall further pay CeeJay of Pinellas, Inc. twenty-five percent (25%) of the net profits generated from the event over $25,001, less the net profits from alcohol sales which must be paid to a charity pursuant to the requirement of section 561.422 Florida Statutes.

Funds for the annual Sanding Ovations event are budgeted in the Parks and Recreation Administration budget in account 001-5720-49900 Community Events. Payment to CeeJay of Pinellas, Inc. in the amount of $12,000 is also budgeted in the Administration budget account 001-5720-34000 Contractual Services. Additional payment for the operations of the sand sculptures is an expense of the event and offset by revenues generated by the event.

**MOTION:**

I move to approve and authorize the City Manager to execute the Sanding Ovations Operations Agreement between the City of Treasure Island and CeeJay of Pinellas, Inc. for the management and operations of the sand aspect of the annual

Sanding Ovations event with an initial term of three (3) years and an option to renew for two additional one-year terms.

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**ATTACHMENTS:**
Sanding Ovations Operation Agreement (02573088-5) SIGNATURE PAGE.pdf
Resolution 09-46.pdf

**SANDING OVATIONS OPERATION CONTRACT**

This SANDING OVATIONS OPERATION CONTRACT ("**Contrac**t")**,** by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 120 108th Avenue, Treasure Island, FL 33706 (the "**City**") and CEEJAY OF PINELLAS INC a Florida Profit Corporation with a principal address of 225 115th Avenue, Treasure Island, FL 33706 (the "**Contractor**")(collectively, the "**Parties**"), is made and entered into on the 11th day of October, 2023 (the **"Effective Date**")**.**

**WHEREAS**, annually, the City hosts the Sanding Ovations Master Cup Sand Sculpting Competition and Music Festival (the "**Event**"); and

**WHEREAS**, the Event is a four-day invitational competition of sand sculpting masters, who create works of art using sand, water, and imagination; and

**WHEREAS**, the Event draws large crowds and revenues to the City and greatly benefits local businesses, with the 2021 Event having generated $6.3 million in direct spending, $502 thousand in taxes generated throughout Pinellas County, and approximately 50,000 attendees; and

**WHEREAS**, the Parties have worked collaboratively in the past to perform duties associated with hosting and operating the Event; and

**WHEREAS**, the Contractor has significant experience assisting the City with operation of the Event; and

**WHEREAS**, the Parties desire that the Contractor's respective duties and responsibilities associated with the Event be set forth in a written agreement; and

**WHEREAS**, the City has determined that there exists the need for the Contractor's services; and

**WHEREAS**, both parties agree that the services to be provided by the Contractor are in the best interest of the public; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Contract, the Parties agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and are incorporated in this Contract.

2. **Scope of Contract**. The City has been authorized by the City Commission of the City of Treasure Island (the "Commission") to contract with the Contractor for the general obligations specified below associated with the "Sand Aspect" of the Event. "Sand Aspect" refers to the management of the Sand Sculpting Competition portion of the Event and sand sculpting competitors both at the Event and prior to the Event. Additionally, the Sand

Aspect includes designing the Event t-shirt. At all times, the City retains sole decision-making authority for all aspects of the Event, including the Sand Aspect.

3. **Term**. This Contract is for a term of three (3) years, starting on the Effective Date. The Contract will govern the operation of the Event for each of these years. The Contract may be renewed by the mutual written agreement of the Parties for two (2) additional one (1) year renewal terms. This Contract will govern the Contractor's rights and obligations in connection with the Event, in particular the Sand Aspect. The Event area will be limited to the area specified in the FDEP permit.

4. **Obligations of the City**.

    a. The City has complete and overall decision making, management, and oversight authority over the Event including the Sand Aspect.

    b. The City is responsible for coordinating the logistics and details of the Event including but not limited to providing event security, port-o-lets, staff, volunteers, entertainment, vendors, publicity, and merchandise for the Event in collaboration with the City's contractors.

    c. The City will provide the full financial support for the Event as budgeted by the City Commission.

    d. The City is responsible for managing and collecting any and all revenues generated by the Event.

    e. The City will obtain any necessary FDEP and other state or local permits required for the Event, as applicable.

    f. The City will acquire the Event t-shirts after Contractor has designed them.

    g. The City will select the dates of the event and design the Event's annual site plan with specifications of permitted times for any setup and breakdown before, during and after the Event. The Event has been traditionally help the weekend before and after Thanksgiving and the site plan is contingent on FDEP approval.

5. **Obligations of Contractor**.

    a. The Contractor is required to provide all content and information regarding the Sand Sculpting Competition necessary for marketing and publicity purposes to the City sixty (60) days prior to the Event. This content includes but is not limited to photographs and biographies for each of the participating sand sculptors.

    b. The Contractor is responsible for all logistics and coordination of the Sand Sculpting Competition subject to the City's discretion and approval. This includes but is not limited to the following:

i. Overseeing and coordinating delivery of the sand for the Event at least fourteen (14) days prior to the Event.

ii. At least four (4) months prior to the Event, the Contractor shall provide the City with a recommendation for compatible sand for the Sand Sculpting Competition, including specification about the type of sand recommend and the contact information for the provider.

iii. Within five (5) days of the sand being delivered for the Event, the Contractor shall provide a sample of the sand to the City and must provide in writing to the City, the composite break down of the sand including the sand content and any other information that may be required for submission to FDEP, including but not limited to the product quality summary report.

iv. The Contractor shall assist City Staff with setup and breakdown of the Sand Sculpting Competition including coordinating setup and breakdown tasks with City Staff. This will include the Contractor meeting with the City Recreation Director or her designee to make staff assignments and to review duties associated with the Sand Aspect.

v. In addition, the Contractor will provide a tech crew of appropriate size and skill as determined by the Contractor to fully assist City Staff with the Sand Sculpting Competition including providing technical support before and during the event and to assist City Staff with the setup and breakdown of the Sand Sculpting Competition, including the setting up and breakdown of lights.

vi. Prior to the Event, the Contractor shall assist City Staff with site plan review for the Event in order to best coordinate the Sand Sculpting Competition location with the City, vendor coordinator and beverage coordinator.

c. The Contractor is responsible for picking the theme for all sand sculptures, picking sculptors to invite to the Event, providing tools and insurance for the Event, sculpting one sculpture itself, coordinating with media to promote the Event, and recruiting sponsors for the Event.

d. The Contractor is responsible for ensuring the "sponsor" sculpture are created prior to the Event. The "sponsor" sculpture must incorporate the City's logo and must be approved by the City before construction begins.

e. The Contractor shall maintain the Event sculptures, holiday photo op sculpture and sponsor sculpture, including all lighting, for forty-five (45) days following the Event or as permitted by the FDEP permit.

f. The Contractor shall coordinate travel arrangements and accommodations with Competing Sand Sculptors and participating Treasure Island hotels.

g. The Contractor shall coordinate the meal schedule for the Competing Sand Sculptors during the Event and make any and all necessary arrangements with participating Treasure Island restaurants to ensure that breakfast and lunch are provided for the Competing Sand Sculptors during the Event.

h. The Contractor shall send invitations to participate in the Event to potential sculptors ninety (90) days prior to the Event and shall notify the City in writing that the invitation have been sent out to potential sculptors.

i. The Contractor shall coordinate with Competing Sand Sculptors regarding the Sand Sculptors' attendance throughout the Event.

j. Within two (2) weeks following the Event, the Contractor shall provide all invoices to the City for sculptor payments including travel reimbursement, appearance fees, participation fees, and prize money winnings.

k. The Contractor is responsible for designing the Event t-shirt. Three months prior to the Event, the Contractor must provide the City with its design, for the City's approval. The City will be re responsible for acquiring the t-shirts.

l. The Contractor and any agents, volunteers, or employees must comply with all City Ordinances, local regulations, and state and federal law while undertaking the obligations set forth in this Contract. The Contractor is responsible for ensuring the provisions of this Contract are complied with and not violated by its employees, volunteers, and agents.

m. The Contractor shall not be responsible for any bar services, which have historically been provided for by a separate sponsor of the Event.

n. The Contractor shall be responsible for paying for all goods and services required to meet its obligations under this Contract, subject to reimbursement from the City in accordance with section 7 below.

6. **Revenue**. The City shall receive and retain all profits generated by the Event.

7. **Compensation**. The City shall pay $12,000 to the Contractor for the services specified in this Contract. The City shall reimburse the Contractor for all of its costs in operating the Event pursuant to the budget attached to this Contract as **Exhibit A**. This budget shall identify the sculptors selected by Contractor and their rates. Contractor is required to keep receipts for all of its costs. The City will only be responsible for paying costs within the budget and supported by a receipt. The City shall further pay the Contractor 25% of the net profits generated from the Event over $25,001, less the net profits from alcohol sales which must be paid to a charity pursuant to the requirements of section 561.422, Florida Statutes.

8. **Injury or Damage to Persons or Property**. If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, must be given to the other party within a reasonable amount of time not exceeding twenty-one (21) days after the first observance. This notice must provide sufficient detail to enable the other party to investigate the matter.

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

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

terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

11. **Insurance**. The Contractor must furnish the City with proof of insurance coverage, as follows:

**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 Subcontractor(s), if utilized, to acquire and maintain the same.**

1. The Contractor 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: Parks and Recreation Department
   120 108th Avenue

Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers' Compensation policy, for both Contractor and Subcontractor(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 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
   $1,000,000 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 Subcontractor(s).

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 Subcontractor will relieve the Contractor or Subcontractor from responsibility to prove insurance as required.

12. **Termination**. For and in additional consideration of $10.00 which the Parties acknowledge has been received by the Contractor, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause, and without penalty or expense to the City, upon 5 days' written notice to Contractor. Upon expiration of such time period, this Agreement shall be deemed terminated, all obligations under this Agreement shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination.

13. **Relationship of Parties**. Nothing contained in this Contract shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Contract, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Contractor shall employee personnel as necessary and proper to carry out the terms and conditions of this Contract. Contractor acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

14. **Amendment**. This Contract may not be amended or modified except in writing, executed by the Parties.

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

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

17. **Attorneys' Fees and Costs**. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

18. **Assignment and Construction of Contract**. Any assignment of this Contract, without the City's written consent, is void. This agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns. The parties agree that in any event of litigation concerning the construction of this Contract or interpretation of any language used in this Contract, that this Contract and any of its provisions will not be construed against the City by virtue of

this Contract having been drafted by the City. The validity, interpretation, construction, and effect of this Contract will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Contract will be reformed to replace such stricken provision or part of a provision with a valid and enforceable provision, which comes as close as possible to expressing the original intention of the stricken provision. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

19. **No Third-Party Beneficiaries**. This Contract is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

20. **Force Majeure**. Each Party will be excused from the performance of its obligations under this Contract to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse will be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Contract, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, hurricane, storm or like catastrophe. The payment of invoices due and owing under this Contract shall in no event be delayed by the payer because of a force majeure affecting the payer.

21. **Entire Agreement**. This Contract embodies the entire Contract of the City and the Contractor. There are no promises, terms, conditions or allegations other than those contained in this Contract, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Contract.

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

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

If to the City:
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706
Attn: Amy Davis, City Manager

If to Contractor:
CeeJays of Pinellas, Inc.
225 115th Avenue
Treasure Island, FL 33706
Attn: Meredith Doubleday

With required copy to:
Jennifer R. Cowan, City Attorney
Bryant Miller Olive P.A.
One Tampa City Center, Suite2700
Tampa, Florida 33602

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

24. **Severability**. If any one or more provisions of this Contract shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Contract shall be treated as though the invalidated portion(s) had never been a part hereof.

25. **Right to Suspend**. The City reserves the right to suspend the rights granted to the Contractor under this Contract immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

26. **Non-appropriation**. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Contract, the City shall notify Contractor of such occurrence and this Contract shall terminate on the last day of the current fiscal period without any penalty or expense to the Govt.

27. **Non-Discrimination**. Contractor shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

28. **Scrutinized Companies**. By executing this Contract, pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel, and that all such certifications were true as of the effective date of any this Contract. Notwithstanding anything contained in this Contract to the contrary, the City may terminate

this Contract immediately if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

29. **No Affiliation with Foreign Countries of Concern**. To the extent that this Contract would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes Contractor certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Contractor certifies, represents, and warrants that: (a) Contractor is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of or has its principal place of business in a foreign country of concern.

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

31. **No Issuance of Identification Documents**. Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

32. **Electronic Signatures**. This Contract may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Contract and shall be treated in all respects as an original handwritten signature.

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

34. **Computation of Time**. Any reference in this Contract to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Contract and shall not apply to any deadlines for which a date certain is provided.

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

36. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor 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 Contract; (b) upon request from the City's custodian of public records, provide 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 Contract and following completion or termination of this Contract, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Contract. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor 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 City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor 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 Contractor is acting on behalf of the City.

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

**City Clerk, City of Treasure Island**
**120 108th Avenue**
**Treasure Island, FL 33706**
**Tel: (727) 547-4575**
**Fax: (727) 547-4582**
**cityclerk@mytreasureisland.org**

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

CITY: The City of Treasure Island

_____
Amy Davis, City Manager

ATTEST:

_____
Celine Kidwell, City Clerk

CONTRACTOR: _____

Ceejay of Pinellas Incorporated

10/11/2023

WITNESS:

_____

Name: Kendall Messmer

WITNESS:

_____

Name: Mackenzie Messmer

# EXHIBIT A

## Estimate

225 115th Avenue
Treasure Island, Florida 33706
727 – 251 - 8052

| Date |
|---|
| 05/26/23 |

| Estimate |
|---|
| #2304 |
| Sanding Ovations |

| Prepared for: |
|---|
| Cathy Hayduke<br>City of Treasure Island |

| Terms |
|---|
| Estimate valid for 60 days |

| Description | Quantity | | Cost |
|---|---|---|---|
| Sculptor wages | 11 sculptors-10 days-@$440 per | | $48,400 |
| Tech Crew wages | 1 tech. 14 days @$300 per | | $4,200 |
| Airfare/Mileage | Travel. Includes 7 flights | | $4,000 |
| SAND. Delivered | 8 truck loads | | $8,000 |
| Misc. supplies | TBD | | $500 |
| Admin and Operations fee. Includes maintenance of sculptures for 2 months, insurance, lumber, hardware, power tools, hammers, crowbars, shovels, buckets, hose and sprayers. | 2 months | | $11,750 |
| | | Total | $76,850 |

Description: 300 tons of sand consisting of 12-18 individual vignettes plus 3 logo walls encompassing a footprint of over 4000' sq.ft.
Location: Treasure Island Beach.

Phone # 727 – 251 – 8052
Email MCorson1@Tampabay.rr.com
Website www.SandingOvations.com

*World Champion Sand Sculpting Team Since 1990*

**RESOLUTION NO. 09-46**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPROVING THE LOCATION AND USE OF THE TREASURE ISLAND BEACH FOR THE SANDING OVATIONS MASTER SAND CLASSIC; FOR A TEMPORARY PUBLIC PARKING AREA FOR THE EVENT ON THURSDAY, NOVEMBER 19 THROUGH SUNDAY, NOVEMBER 22, 2009; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Treasure Island, the Treasure Island Chamber of Commerce and Sanding Ovations would like to sponsor an event named SANDING OVATIONS Master Sand Classic within the City of Treasure Island; and

**WHEREAS**, the event will be held November 17 through 22, 2009 as outlined in the attached Agenda Cover Memorandum (Exhibit 1); and

**WHEREAS**, the City of Treasure Island Parks and Recreation Department will take the lead for all the planning of the event and the Chamber of Commerce will provide support and volunteers for the event; and

**WHEREAS,** the event activities will include a Sand Sculpturing Competition; Musical Entertainment, Children's Activities, Vendors and Food and Beverage Concessions; and

**WHEREAS,** a temporary parking lot on the beach immediately north of the event and audience site for vehicles be approved, and

**WHEREAS,** Bud Light Lime and Landshark will be the sponsors of the event providing for cash and in-kind donations.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:**

1. The Commission approves holding the event on November 17-22, 2009 with a festival scheduled from Friday, November 20 through Sunday, November 22, 2009 on the public beach.
2. The Commission approves the partnership of the City of Treasure Island, the Treasure Island Chamber of Commerce and Sanding Ovations to host and sponsor the event.
3. The City of Treasure Island, the Treasure Island Chamber of Commerce and Sanding Ovations will split the net profits with the exception of the parking on the beach from the event after all personnel and operating expenses including the cost for rental of tables and chairs by the chamber and civic groups have been paid.
4. The City of Treasure Island will provide the liability insurance for the event
5. The City of Treasure Island will be responsible for securing and obtaining the necessary permission or permits from the City of St. Petersburg and the Florida Department of Environmental Protection,

6. The sand used for the sculpting must be compatible with the beach sand and readily gradable at the end of the event. The permit from DEP must include authorization to spread the sand on the beach after the event.
7. The City of Treasure Island will coordinate and operate the parking of vehicles on the beach. The City will receive all the proceeds from the parking detail to assist in offsetting the cost of the parking attendants.
8. The Chamber will be responsible for obtaining the necessary permits and licenses for food and beverage concessions..
9. All entertainment and activities on the beach must conclude by 10:00 pm nightly.
10. A detailed site plan of the event area must be submitted to the Department of Environmental Protection for approval of the event on the beach.
11. Vendors wanting to rent tables and/or chairs from the City will be charged a fee of $5.00 plus tax per table, and chairs at a fee of $1.00 plus tax per chair.
12. The Chamber of Commerce will be responsible for the securing the firework's company and for funding the fireworks display for the event.
13. Food and beverage concessionaires and vendors be required to provide their own generators to operate their booths and concessions.
14. Security will be provided throughout the competition and festival to secure the sculptures, food and beverage concession areas.
15. No pets of any sort or glass containers or bottles will be permitted on the public beach.
16. The Chamber of Commerce and Sanding Ovations with the assistance of the City will be responsible for securing additional monetary and in-kind donations to defer the cost of the event.
17. This resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 21st day of July, 2009 by Commissioner Bildz who moved its adoption; was seconded by Commissioner Collins and upon roll call, the vote was:

**YEAS:** Commissioners Bildz, Collins, Gayton, Coward, Mayor Minning
**NAYS:** None
**ABSENT OR ABSTAINING:** None

Robert Minning
Robert Minning, Mayor

ATTEST:

Dawn Foss
Dawn Foss, City Clerk

**AGENDA ITEM NO. H.3**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** November 7, 2023

**SUBMITTED BY:** Celine Kidwell, Parks & Recreation

**ITEM TYPE:** Contracts

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Director of Tennis Services Agreement Between the City of Treasure Island and Philip Girardi

**BACKGROUND:** Philip Girardi has been the Director of Tennis for Treasure Bay since 1998. Additionally, he is the head coach for the St. Petersburg College Ladies Titans Tennis Team, which utilize Treasure Bay for practices and home matches. He is certified by the Professional Tennis Registry (PTR) and the United States Professional Tennis Association (USPTA). Phil has volunteered with USTA Florida for over twenty years and is currently the 2023-2024 USTA Florida Board of Directors President.

In January 2019, the City of Treasure Island entered into a Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi. The agreement was for an initial term of three years for a renewal period of two additional one-year terms. The period of the contract was from October 1, 2018, through September 30, 2021, with two one-year terms October 1, 2021, through September 2023. The original contract's annual compensation was $34,220.

On October 15, 2019, the City amended the contract with Philip Girardi to reduce the annual compensation to $24,000. In order to be more streamlined, staff recommended the contract be adjusted to reflect the average fiscal revenue for tennis lessons and programs.

**POLICY/PURPOSE:** Commission approval is required to authorize the City Manager to enter into a Director of Tennis Services agreement with

Philip Girardi

**STRATEGIC PLAN RELEVANCE:**

Community Road Map. GOAL 1, Promote a socially connected community through implementation of the Master Park Plan; OBJECTIVE 3: Expand programming opportunities and unique community events; BOLD ACTION 2: Highlight family friendly and sustainability-focused events.

**ANALYSIS/DISCUSSION:**

The Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi expired on September 30, 2023. Staff recommends the continued partnership and agreement with Philip Girardi to provide professional tennis services at Treasure Bay Golf and Tennis Facility. The term of the agreement is for a three-year term commencing on October 1, 2023, and expiring September 20, 2026. The Agreement may be renewed for two additional one-year terns upon written agreement of both parties.

The Director Tennis will be paid for his onsite supervision and support services at a monthly amount of $1,500 ($18,000 annually), which shall be invoiced at the end of each month and paid in accordance with Section 218.70, Florida Statutes Florida Prompt Payment Act.

Additionally, the Director of Tennis shall receive on a biweekly basis a percentage of the revenue received by the City from its various tennis activities such as clinics, lessons, junior camps, tournaments, mixers and leagues, merchandise, ball machine rentals and racquet sales and stringing services at Treasure Bay.

Tennis Activities such as lessons, mixers, camps, tournaments, leagues shall be paid as follows:

- The Director of Tennis shall be paid 70% of the first $20,000 of such revenue:
- The Director of Tennis shall be paid 75% of the revenue between $20,001 and $40,000; and
- The Director of Tennis shall be paid 80% of the revenue over $40,000.

The Director of Tennis will receive 85% of the revenues paid to the city for tennis-related merchandise and ball machine rentals and the city will retain the remaining 15% of the revenue.

The Director of Tennis will receive 85% of the revenue revenues paid to the city for all racquet sales and racquet stringing services and 15% of the revenues will be retained by the city.

The Director of Tennis will be responsible for paying the salary for all assistant tennis professionals providing tennis lessons or services at Treasure Bay.

The City of Treasure Island will reimburse the Director of Tennis the annual dues for memberships to the United States Tennis Association and the Professional Tennis Registry.

The Scope of Services for the Director of Tennis will include the following.

- The Director of Tennis will act in the capacity of the Head Tennis Professional as outlined in the Parks and Recreation Department organizational chart, as attached in Exhibit A
- The Director of Tennis will oversee and supervise all tennis activities and will abide by the rules and regulations governing the use of city facilities.
- The Director of Tennis shall conduct, initiate, develop and promote the City's tennis programs for all members and non-members of Treasure Bay
- The Director of Tennis agrees to be available to attend all regular and special meetings of the City Commission to discuss tennis duties and tennis programming.
- The Director of Tennis shall render professional advice, opinions, assistance and services.
- The Director of Tennis is responsible for inspecting the tennis facilities at Treasure Bay and notifying the Recreation Director immediately of any deficiencies in the facility or equipment.

The Director of Tennis shall assist the Recreation Director in identifying and applying for grants for equipment or facility improvements. In 2023, the City of Treasure Island received two grants from the United States Tennis Association for equipment for juniors' programs and repairs to courts 9-10 due to damage from Hurricane Ian.

The Director of Tennis and its employees will be independent contractors. The Director of Tennis will be required to provide Commercial General Liability Insurance, Workers Compensation Insurance and Business Automobile Insurance. The Director of Tennis shall ensure that any subcontractors hired as assistant professionals maintain the same insurance requirements as outlined in the agreement.

**FUNDING:**

Funds are appropriated in the annual budget for the Director of Tennis compensation in the Parks and Recreation Department Administration budget, account 001-5720-34000 Contractual

Services. Funds in the amount of $24,000 have been allocated in Fiscal Year 2024; however, staff is recommending an annual payment of $18,000.

The City's portion of the tennis lesson and merchandise revenues during the current contract term is as follows:

| Fiscal Year | 15% of Tennis Merchandise | 25% of Tennis Lesson |
|---|---|---|
| 2019 | $ 1,510.02 | $ 16,070.20 |
| 2020 | $ 1,515.70 | $ 18,959.46 |
| 2021 | $ 2,674.33 | $ 27,262.75 |
| 2022 | $ 8,329.42 | $ 31,795.13 |
| 2023 | $ 5,402.47 | $ 39,590.22 |

**MOTION:**

I move to approve and authorize the City Manager to execute the Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi for an initial term of three (3) years with an option to renew for two additional one-year terms effective upon approval by the Commission.

---

**ATTACHMENTS:**
Philip Girardi SIGNED AGREEMENT.pdf

**DIRECTOR OF TENNIS SERVICES AGREEMENT BETWEEN THE CITY OF TREASURE ISLAND AND PHILIP GIRARDI**

This Director of Tennis Services Agreement (the "Agreement") is made and entered into this ___ day of _____, 2023 by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: 120-108th Avenue, Treasure Island, Florida 33706, (the "City"), and Philip Girardi (the "Director of Tennis"), an individual authorized to do business in the State of Florida, collectively (the "Parties") who agree as follows:

**WITNESSETH**

**WHEREAS,** the City owns and operates a municipal golf and tennis facility with an address of 10315 Paradise Boulevard, Treasure Island, Florida 33706 known as Treasure Bay; and

**WHEREAS,** the City is desirous of engaging the services of the Director of Tennis related to its activities at Treasure Bay; and

**WHEREAS,** the Director of Tennis is desirous of providing services to the City as Head Tennis Professional for the City and other services defined below and the City is willing to accept those services, subject to the conditions contained in this Agreement.

**NOW, THEREFORE,** the Parties, in consideration of the mutual covenants and agreements contained in this Agreement, agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and are incorporated in this Agreement by reference.

**SECTION 2. TERM**

The City engages the services of the Director of Tennis for Treasure Bay for a three-year term commencing October 1, 2023, and ending September 30, 2026, which is the term of this Agreement (the "Term"). This Agreement may be renewed for two additional one-year terms upon written agreement of both Parties (each an "Extended Term"). If the Director of Tennis desires to renew this Agreement for an additional term, he must provide the City with written notice at least 30 days prior to the expiration of the Term or the Extended Term of this Agreement.

**SECTION 3. SCOPE OF SERVICES.**

During the Term or an Extended Term of this Agreement, the Director of Tennis shall provide the following:

A. The Director of Tennis will act in the capacity of the Head Tennis Professional as outlined in the City's Recreation Department organization chart, attached as Exhibit A to this Agreement.
B. The Director of Tennis shall oversee and supervise all tennis activities at Treasure Bay and will abide by and enforce all City rules and regulations governing use of the City's facilities, its equipment, and other property.
C. The Director of Tennis shall conduct, initiate, develop and promote the City's tennis program, for all members and non-members of Treasure Bay, in cooperation with the Recreation Director.
D. The Director of Tennis agrees to be available to attend the regular and special meetings of the City Commission to discuss the Director of Tennis' duties under this Agreement and the City's tennis program generally.
E. The Director of Tennis shall cooperate with the City and render professional advice, opinions, assistance, and services as required by this Agreement.
F. The Recreation Director or her designee will determine whether or not the Director of Tennis's services are acceptable and in compliance with this Agreement.

The City's Tennis Program and Fees

The Director of Tennis shall recommend to the City Manager or Recreation Director fees for tennis lessons and other activities associated with the City's tennis program. The City Commission approves the annual Adopted Fee Schedule, as may be amended from time to time by the City Commission.

Tennis Merchandise

The Director of Tennis may sell tennis related merchandise at Treasure Bay. Such tennis related merchandise includes, but is not limited to, tennis balls, racquets, and restringing materials. The Director of Tennis is obligated to maintain a proper stock of merchandise to adequately serve the members and non-members of Treasure Bay. All the tennis-related merchandise will be acquired and maintained at the Director of Tennis' sole expense. The City has the right to prohibit the sale of any merchandise the City deems inappropriate, in its sole discretion.

Ball Machine Rental

The Director of Tennis shall provide a properly functioning ball machine at Treasure Bay for the practice and enjoyment of participants in the City's tennis programs. Fees for participants' use of the ball machine will be set by the City Commission as described above and at Exhibit B. Any revenues realized from the ball machine's rental will be shared between the Director of Tennis and the City as described in Section 8 of this Agreement.

City Tennis Facilities

The Director of Tennis is responsible for inspecting the tennis facilities at Treasure Bay and notifying the Recreation Director immediately if there is any deficiency in the facilities and equipment. The City will repair or replace any deficiency in the facilities or equipment in accordance with the City's budget. If there is a deficiency that poses a danger to the health, safety, or welfare of the public, the Director of Tennis shall notify the Recreation Director immediately.

SECTION 4. OBLIGATIONS OF THE DIRECTOR OF TENNIS

Obligations of the Director of Tennis include, but are not limited to, the following:

a. At all times and in all matters, the Director of Tennis shall conduct himself in accordance with the standards accepted for tennis professionals and established by the U.S. Tennis Association, U.S. Professional Tennis Association or U.S. Professional Tennis Registry.

b. It is understood that the Director of Tennis shall provide and pay for all labor, tools, materials, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Agreement.

c. The Director of Tennis will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this Agreement, when providing services for the City in accordance with this Agreement.

d. The Director of Tennis must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida.

e. The Director of Tennis has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with others in the areas of practice required for the services to be provided. By executing this Agreement, the Director of Tennis agrees that the Director of Tennis will exercise that degree of care, knowledge, skill and the ability as any other similarly situated person possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Director of Tennis shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and industry standards.

f. The Director of Tennis covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

## SECTION 5. APPLICABLE LICENSING

The Director of Tennis, at its sole expense, unless otherwise provided for by this Agreement, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this Agreement.

The City will reimburse the Director of Tennis the annual dues for membership to the United States Tennis Association and United States Professional Tennis Registry, upon written notice from the Director of Tennis.

## SECTION 6. COMPLIANCE WITH ALL LAWS

The Director of Tennis, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

## SECTION 7. SUBCONTRACTOR/ASSIGNMENT

Upon City approval, the Director of Tennis may subcontract with other individuals or entities to provide the services identified in this Agreement; however, at all times the Director of Tennis remains responsible for the services described in this Agreement. The Director of Tennis agrees to provide the City with written notice of the desire to use a subcontractor, at least 10 business days prior to any subcontractor beginning to provide services to the City. The City shall notify the Director of Tennis, if it rejects the subcontractor, within 5 business days after receipt of the notice to use a subcontractor. If the City rejects any subcontractor, the Director of Tennis will immediately notify the subcontractor of the City's rejection and replace such subcontractor with a subcontractor that is acceptable to the City. Any sub-contractor will be considered an independent contractor of the City. The Director of Tennis agrees that any subcontract for the services identified in this Agreement will contain paragraphs equivalent to Sections 12, 13, 14, and 17 of this Agreement and the Director of Tennis must furnish proof of the same to the City.

## SECTION 8. COMPENSATION

The Director of Tennis will be paid for his onsite supervision and support services a monthly amount of $1,500.00 which shall be invoiced at the end of each month. Compensation for services completed by the Director of Tennis will be paid in accordance with Section 218.70, Florida
Statutes, Florida's Prompt Payment Act.

Additionally, the Director of Tennis shall receive on a biweekly basis a percentage of revenue received by the City from its various tennis activities, (such as clinics, lessons, camps, tournaments, mixers, leagues), merchandise sold, ball machine rentals, and racquet sales/services at Treasure Bay as defined below:

1. Tennis Activities. (such as lessons, tournaments, mixers, camps, leagues). The City shall retain tennis activities revenue, but shall pay the Director of Tennis a percentage of such revenue as follows:

    - The Director of Tennis shall be paid 70% of the first $20,000 of such revenue;
    - The Director of Tennis shall be paid 75% of the revenue between $20,000 and $40,000; and
    - The Director of Tennis shall be paid 80% of the revenue over $40,000.

2. Merchandise Sold/Ball Machine Rentals. The Director of Tennis will receive 85% of the revenues paid to the City for tennis-related merchandise sold and ball machine rentals and 15% of the revenues will remain with the City.

3. Racquet Sales/Services. The Director of Tennis will receive 85% of the revenues paid to the City for all racquet sales and services and 15% of the revenues will remain with the City.

All services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. The City, as 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 Agreement for each and every fiscal year following the fiscal year in which this Agreement is executed and entered into and for which this Agreement 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 Agreement, provide written notice to the Director of Tennis within thirty (30) days and, be thereafter released of all further obligations in any way related to this Agreement. In the event the City is not satisfied with the services provided by the Director of Tennis, the City will hold any amounts due until such time as the Director of Tennis has appropriately addressed the problem.

**SECTION 9. TERMINATION AND FORCE MAJEURE.**

a. Termination. The Director of Tennis will serve at the pleasure of the City Commission and may be removed from service at any time with or without cause by a majority vote of the City Commission present and voting. The Director of Tennis may terminate this Agreement with or without cause upon thirty (30) days' written notice to the City. In the event of termination of this Agreement by the City, and not due to the fault of the Director of Tennis, the City will compensate the Director of Tennis for all authorized services performed prior to the effective date of termination.

b. Force Majeure. Neither Party to this Agreement will be liable for its failure to perform under the Agreement due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Director of Tennis or City may suspend its performance under this Agreement as a result of Force Majeure without being in default of

the Agreement, but upon removal of such Force Majeure the Director of Tennis or City will resume its performance as soon as reasonably possible.

**SECTION 10. INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the parties. It is the Parties' intention that the Director of Tennis, its employees, subcontractors, representatives, volunteers, and the like, will be independent contractors and not employees of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal

Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Director of Tennis will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Director of Tennis's activities and responsibilities under this Agreement.

**SECTION 11. CONFLICT OF INTEREST**

The Director of Tennis warrants that the Director of Tennis has not employed or retained any company or person to solicit or secure this Agreement, and that the Director of Tennis has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**SECTION 12. CONDUCT**

The Director of Tennis is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Director of Tennis will further ensure that all sub-contractors it utilizes in providing the services required under this Agreement will comply with all equal opportunity employment laws.

During the performance of the Agreement, the Director of Tennis agrees not to discriminate against its or City employees, patrons of the City property, participants of Treasure Bay, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability.

Through execution of this Agreement and in accordance with Sections 287.133 and 287.134, Florida Statutes, the Director of Tennis certifies that it is not listed on the convicted vendors list or listed on the discriminatory vendors list maintained by the State of Florida.

Additionally, by entering into this Agreement, the Director of Tennis confirms it 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.

All Subcontractors utilized by the Director of Tennis must confirm the requirements of this section in writing and the Director of Tennis must furnish proof of the same to the City.

Pursuant to section 166.246, Florida Statutes, the Director of Tennis represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

**SECTION 13. INSURANCE.**

A. The Director of Tennis is required to pay for, maintain and provide during the duration of this Agreement, the following insurance within the respective limits, and must provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work under this Agreement.

1. **Commercial General Liability Insurance:** The Director of Tennis shall provide for all operations in the amount of at least $1,000,000 naming the City of Treasure Island as an additional insured entity. The policy must contain provisions requiring thirty (30) days' notice of cancellation to be given to the City by the insurer should the Director of Tennis allow the policy to lapse.
2. **Worker Compensation Insurance:** The Director of Tennis shall maintain Workers Compensation insurance in the amounts required by law for himself/herself and all assistant tennis professionals or other employees. The limits shall be statutory for Worker's Compensation and $500,000 for Employer's Liability.
3. **Business Automobile Liability Insurance:** The Director of Tennis shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000

B. All policies shall be written on a primary, non-contributory basis and shall include waiver of subrogation in favor of the City.

C. 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 Director of Tennis.

D. The Director of Tennis shall name the "City of Treasure Island" as a certificate holder and as additional insured, to the extent of the services to be provided under this Agreement, on all required insurance policies, and provide the City with proof of same.

E. 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 Director of Tennis' obligation to fulfill the insurance requirements specified in this Agreement.

F. The Director of Tennis shall ensure that any subcontractors, hired to perform any duties contained in this Agreement, maintain the same Insurance requirements set forth in this Agreement. The Director of Tennis shall maintain proof of the same on file and made readily available upon request by the City.

**SECTION 14. INDEMNIFICATION**

The Parties recognize that Director of Tennis is an independent contractor. Director of Tennis 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 nonperformance of the duties of the Director of Tennis under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Director of Tennis in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Director of Tennis'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 Director of Tennis against the City, and Director of Tennis hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Director of Tennis 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 contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this 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, Director of Tennis shall assume control of the defense of any claim asserted by a third party against the City for which Director of Tennis is obligated to indemnify, defend, and hold harmless the City and, in connection of such defense, shall appoint lead counsel in each case at Director of Tennis's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Director of Tennis of any of its obligations hereunder. If Director of Tennis assumes control of the defense of any third party claim in accordance with this section, Director of Tennis 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, Director of Tennis 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) Director of Tennis 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

**SECTION 15. PUBLIC RECORDS**

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

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;

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

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

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

**IF THE DIRECTOR OF TENNIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DIRECTOR OF TENNIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727)547-4575 EXT. 229, CityClerk@MYTREASUREISLAND.ORG, AND CITY HALL, 120 108TH AVE., TREASURE ISLAND, FL, 33706.**

**SECTION 16. NOTICE**

All notices required to be given to the City or the Director of Tennis under this Agreement will be sent by (a) registered or certified mail, whereupon notice will be deemed to have been given on

the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, whereupon notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will deemed to have been given on the first calendar day after which is not a Saturday, Sunday, or legal holiday.

All notices required to be given to the Director of Tennis under this Agreement will be sent to the Director of Tennis at:

Philip Girardi
11207 3rd Street East
Treasure Island, FL 33706
(727)656-1135
pgirardi@mac.com

or to such address or facsimile number as the Director of Tennis may direct from time to time by written notice forwarded to the City as provided below.

All notices required to be given to the City must be made to the City at:

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|---|---|
| The City of Treasure Island | |
| Attention: | Cathy Hayduke |
| Address: | 120 108th Avenue |
| | Treasure Island, Florida 33706 |
| opPhone: | (727)547-4575 |
| Fax: | (727)547-4583 |
| Email: | chayduke@mytreasureisland.org |

or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Director of Tennis as provided above.

**SECTION 17. MISCELLANEOUS**

i. The laws of the State of Florida govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. This Agreement is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

iii. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Agreement, or to exercise any right or option contained in this Agreement will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full

force and effect.

iv. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties to this Agreement. In the event of a conflict between the covenants, terms, or provisions of this Agreement and any written Amendment(s) to this Agreement, the provisions of the latest executed instrument will take precedence.

v. All clauses found in this Agreement will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this Agreement. It is understood by the Parties that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

vi. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

vii. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and this Agreement will be construed as resulting from joint negotiation and authorship. No part of this Agreement will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

viii. All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

ix. 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.

x. 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.

xi. The Director of Tennis shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by the Director of Tennis throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by the Director of Tennis, regardless of compensation, to

perform work under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement between the City of Treasure Island and Philip Girardi to be effective ~~October ___, 2023.~~ November __, 2023

Witnesses:

Printed Name: L. RENEE TARCITANO

Printed Name: Mike Baker

As to Director of Tennis

By: _____

Title: Director of Tennis

Attest: _____

City Clerk

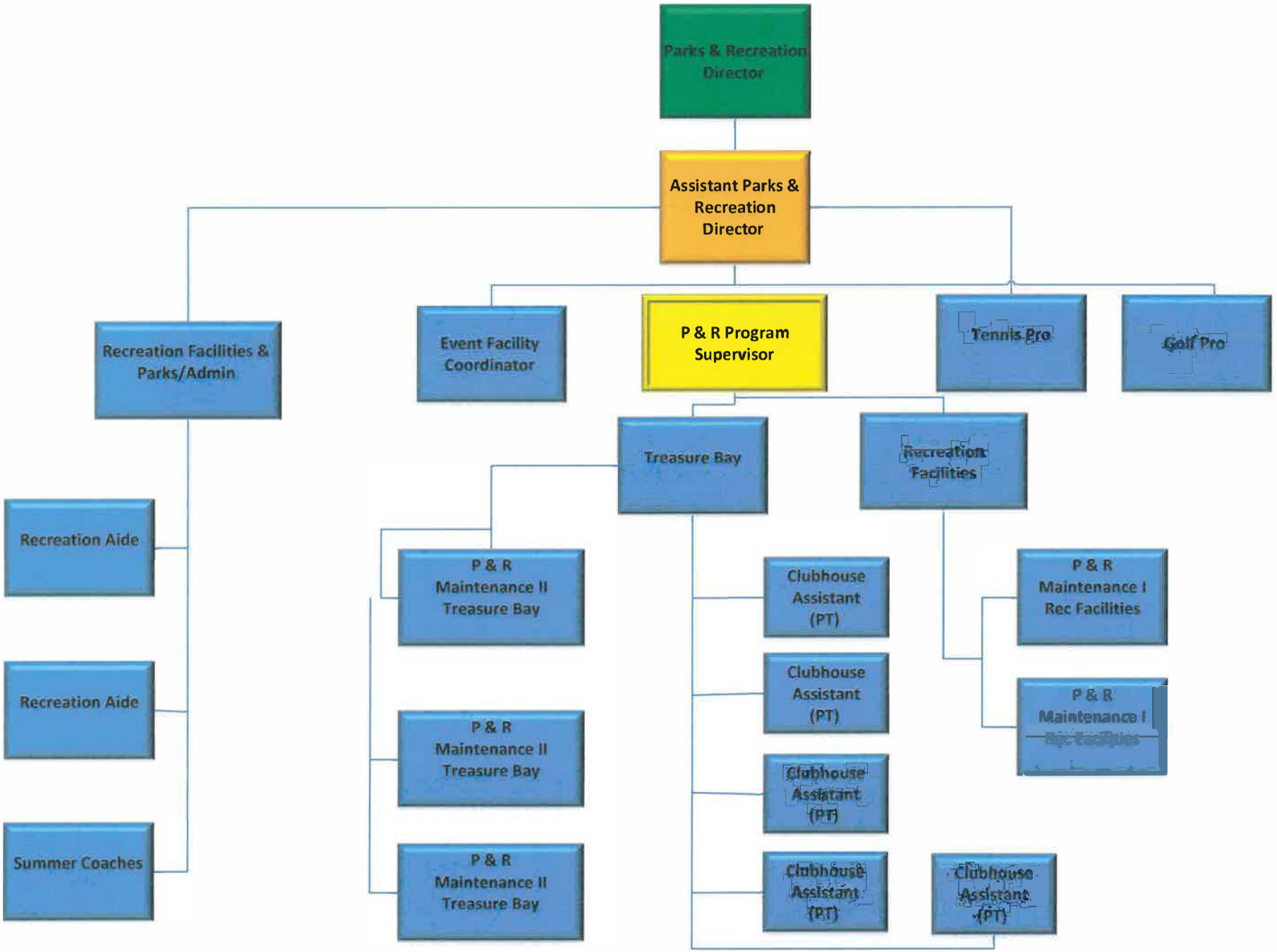
As to City of Treasure Island

_____

Amy Davis, City Manager
City of Treasure Island

# EXHIBIT A

# PARKS & RECREATION



# EXHIBIT B

FROM THE DESK OF

BLUE THUNDER TENNIS
At Treasure Bay

# PHIL GIRARDI

October 10, 2023

Cathy Hayduke

To confirm, our ball machine rate will still be set at $15/hr for the upcoming year.

Thanks,

Phil Girardi

CONTACT

1305 PARADISE BLVD. TREASURE ISLAND, FL 33706 | 727-656-1135 | PGIRARDI@MAC.COM

**AGENDA ITEM NO. H.4**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | William Barrs, Fire |
| **ITEM TYPE:** | Contracts |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | Memorandum of Understanding for CPR Instruction by Firefighters |
| **BACKGROUND:** | TIFR utilizes current employees with advanced certifications to assist with supervision, inspections and investigations, eliminating the need for additional employees to perform these duties. The current CBA with IAFF Local 4966 provides for three stipends for Firefighters and Officers who maintain advanced certifications and perform in those capacities when needed:<br>Fire Officer I<br>Fire Inspector I<br>Fire Investigator I |
| **POLICY/PURPOSE:** | This MOU provides for compensation to fire department employees who take on the additional responsibilities of maintaining CPR instructor certification and teaching public CPR courses for TIFR. |
| **STRATEGIC PLAN RELEVANCE:** | Community Road Map, Goal 2: Maintain a safe community<br><br>Objective 1: Provide meaningful outreach programs<br><br>Bold Action 1: Identify opportunities for effective public safety outreach |
| **ANALYSIS/DISCUSSION:** | A Memorandum of understanding was developed between IAFF Local 4966 and the City of Treasure Island to provide Firefighters and Officers with a monthly stipend of $200 to teach CPR classes to the public. A total of 6 bargaining unit |

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| | members (two per shift) and the Life Safety Educator will receive this stipend. Employees receiving the stipend will be required to maintain CPR Instructor certification and teach CPR to the public. |
| **FUNDING:** | Funding for this stipend was included in the approved FY24 EMS budget. Maximum cost if all 7 allocated positions are filled will be $16,800. |
| **MOTION:** | I move to approve and authorize the City Manager to execute the Memorandum of Understanding between the City of Treasure Island FL and the Pinellas County Professional Firefighters IAFF Local 4966 to provide for a monthly stipend to certain members who provide CPR instruction as an addition to their current duties. |

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**ATTACHMENTS:**
COTI CPR MOU Union Signed.pdf

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF TREASURE ISLAND, FLORIDA**
**AND**
**THE PINELLAS COUNTY PROFESSIONAL FIREFIGHTERS**
**IAFF, LOCAL 4966**

This Memorandum of Understanding (MOU) is made and entered into on the ___ day of _____, 2023 by and between the City of Treasure Island, Florida, 33706 (the "City"), and the Pinellas County Professional Firefighters, Local 4966, IAFF ("Union"), to memorialize mutually agreed upon changes in the October 1, 2021 through September 30, 2024 Collective Bargaining Agreement (Agreement).

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement which governs the salaries and other conditions of employment of employees as defined in certificate number 1206 issued to the Union by the Public Employee Labor Relations Commission dated February 12, 2015; and

WHEREAS, the City desires create a CPR program to incentivize current employees of Treasure Island Fire Rescue who are afforded the opportunity to obtain CPR Instructor certification and teach CPR courses to the public and other employees; and

WHEREAS, the Collective Bargaining Agreement is silent as to payment for services provided by employees in the capacity of CPR Instructor; and

WHEREAS, it is the City's intent to incorporate this MOU into the Collective Bargaining Agreement with the Union.

NOW THEREFORE, the parties agree as follows.

Section 1. The City may allow a certain number of employees, as determined in the sole discretion of the Fire Chief, to obtain BLS CPR Instructor certification with the understanding that the City will pay all costs associated with such training and the employees will be available when on duty to teach CPR courses. Such courses shall be scheduled by fire administration with no more than 2 (two) courses per month.

Section 2. Employees who desire to obtain BLS CPR Instructor certification and teach one courses per section shall submit a request in writing to the fire chief. The fire chief shall select no more than 2 (two) employees from each shift by seniority to participate as CPR Instructors.

Section 3. Employees selected by the fire chief as a CPR Instructor and who teach CPR courses per section 1 shall receive a $200 stipend on the last paycheck due every month so long as they continue to maintain their BLS CPR Instructor certification and make themselves available to teach CPR.

Section 4 - Payments will be made by the City pursuant to this MOU, except upon receipt of a signed acknowledgment by each employee participating in the CPR program agreeing to abide by the provisions of this MOU and indicating he or she understands the requirements contained in

this MOU. Employees refusing to teach a CPR course when requested by Fire Chief or designee will no longer be eligible for the stipend.

Section 5 - No provision in this MOU shall preclude any employee of the City from obtaining a BLS CPR Instruction and teaching City sponsored CPR courses while on duty, however only the employees selected in section 2 shall receive the stipend per section 3.

Section 6 - The CPR program may be discontinued at any time by the fire chief. If the program is discontinued, the City's obligation to pay the CPR Instructor stipend shall cease on the first day of the month immediately following notification to the Union of cancellation of the program.

This MOU shall become effective upon ratification by the Union, approval by the City, and execution by both parties.

THE PINELLAS COUNTY PROFESSIONAL
FIREFIGHTERS IAFF LOCAL 4966

By:_____ Date: 7 NOV 2023

THE CITY OF TREASURE ISLAND, FLORIDA

By:_____ Date:_____
Amy Davis, City Manager

**AGENDA ITEM NO. H.5**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | William Barrs, Fire |
| **ITEM TYPE:** | Contracts |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | Accept Firefighter Cancer Decontamination Equipment Grant |
| **BACKGROUND:** | The Fire Department applied to the State Fire Marshal's Office for a $29,988 grant with a 25% matching requirement. We have the 25% match ($7,497.00) in our FY2024 fire budget for this project, as we had originally budgeted $30,000 to purchase and install these filters on our three front line diesel apparatus. With acceptance of this grant, we will only spend the grant match portion, realizing a net savings of $22,491. |
| **POLICY/PURPOSE:** | Approval of this grant would offset the purchase price of vehicle mounted diesel exhaust filters. These filters reduce the carcinogens in the vehicle exhaust, providing for a safer working environment both on emergency scenes and in the fire station. |
| **STRATEGIC PLAN RELEVANCE:** | Infrastructure, Goal1: Protect City Assets to Sustain the Future of Treasure Island. Vehicle mounted exhaust scrubbing technology reduces the need for station mounted direct exhaust capture equipment as specified in NFPA1500. Offsetting this budgetary expense through the use of available grants helps improve our overall fiscal position. |
| **ANALYSIS/DISCUSSION:** | This grant will offset 75% of the cost to upfit our three front line diesel apparatus with exhaust filters. These filters are a proven technology that reduce vehicle emissions which permeate the living quarters and working spaces of a fire station. There is evidence based data showing that filtering or removing diesel exhaust reduces the risk of occupational related cancer in firefighters. |

| | |
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| **FUNDING:** | Fire budget:  001-5220-64900. $30,000 budgeted, will only need $7,497. |
| **MOTION:** | I move to accept the award of the Firefighter Cancer Decontamination Equipment Grant from the Division of State Fire Marshal. |

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**ATTACHMENTS:**
SFM CA GRANT.pdf

**GRANT AGREEMENT**
**BETWEEN**
**DEPARTMENT OF FINANCIAL SERVICES**
**AND**
**CITY OF TREASURE ISLAND**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of Treasure Island (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

WHEREAS, the Florida Legislature has appropriated funds for the 2023-2024 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, Florida Administrative Code (F.A.C.);

WHEREAS, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds 25% of the funding provided to Grantee under this Agreement; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. **Agreement Duration:**
   The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the State's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. **Payment and Funding Considerations:**

4.1. **Funding:** This Agreement is a cost-reimbursement agreement, subject to a minimum 25% match of funds from a nonstate source of funding, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds will be paid by the Department in consideration of the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. **Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

4.3. **Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. **Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. **Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. **Expenditures:**

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf (myfloridacfo.com). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. **Governing Laws of the State:**

6.1. **Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the

terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

**6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

**6.3. Employment Eligibility Verification:** N/A

**6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

**7. Mandatory Disclosure Requirements:**

**7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

**7.2. Convicted Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

**7.3. Discriminatory Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**7.4. Continuing Duty of Disclosure of Legal Proceedings:** N/A

**7.5. Antitrust Violator Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

**7.6. Department Inspection of Records:** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

**7.7. Foreign Gifts and Contracts:** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], 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."

**8. Funding Requirements of Section 215.971(1), F.S.:**

**8.1.** The Grantee shall perform all tasks contained in the SOW.

**8.2.** Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

**8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

**8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

**8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

**8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

**9. Advance Payments:** If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

**10. Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

**11. Return or Recoupment of Funds:**

**11.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

**11.2.** Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

**12. Audits and Records:**

**12.1.** Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

**12.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

**12.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublictions/NIST.SP.800-88rl.pdf

**12.5.** The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.

**12.6.** The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

**12.7.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

**13. Public Records:** Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract within Addendum A refer to "Agreement."

**14. Assignments, Subgrants, and Contracts:**

**14.1.** Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

**14.2.** The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's

compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

**14.3.** The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

**14.4.** The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

**15. MyFloridaMarketPlace:** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

**16. Nonexpendable Property:**

**16.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

**16.2.** All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

**16.3.** The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

**16.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

**16.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

**16.6.** A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in Attachment 1, Specific Grant Awards.

**16.7.** Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 17 below.

**17. Disposition of Property:**

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:** N/A

**19. Data Security and Information Resource Acquisition:** N/A

**20. Insurance:**

**20.1.** The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

**20.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

**21. Patents, Copyrights, and Royalties:** N/A

**22. Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

**23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as

provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

**23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

**23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

**23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

**23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

**23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

**23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:
http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

i. Attachment 1, Specific Grant Awards;
ii. Attachment 2, Statement of Work;
iii. This Agreement;
iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
v. Addendum A, Public Records Requirements; and
vi. Attachment 4, Index of Applicable Laws and Regulations.

**26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement

and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

**27. Termination:**

**27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

**27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

**27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

**29. Indemnification:**

**29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

**29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation

will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

**29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

**30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

**31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. **Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. **Contact Information for Grantee and Department Contacts:**

**Department's Contract Manager**:

Susan Schell, Safety Programs Manager
Bureau of Fire Standards and Training
Division of State Fire Marshal
11655 NW Gainesville Road
Ocala, FL 34482
Telephone number: (352) 369-2800
Susan.Schell@myfloridacfo.com

**Grantee's Payee**:

| | |
|---|---|
| Name: City of Treasure Island | |
| Address: | |
| | |
| Phone: | |
| Fax: | |
| Email: | |

**Grantee's Contract Manager**:

| | |
|---|---|
| Name: | |
| Address: | |
| | |
| Phone: | |
| Fax: | |
| Email: | |

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. **Notices:**
The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee: City of Treasure Island

By:_____

Name:_____

Title:_____

Date:_____

Department of Financial Services:

By:_____

Name:_____

Title:_____

Date:_____

**Attachment 1, Specific Grant Awards**

The Department has established a funding award for Grantee in an amount not to exceed $22,491.00 for the grant period during the 2023-2024 State fiscal year.

Per the Grant Award Letter, Grantee's authority to expend State grant funds referenced above is conditioned upon Grantee's expenditure of $7,497.00 in matching funds. The total expenditures that must be accounted for by the Grantee are $29,988.00, and are authorized for the following equipment, supplies, and training:

1 Vehicle Exhaust Capture System (consists of 3 direct capture units)

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

**Attachment 2, Statement of Work**

## A. PROGRAM REQUIREMENTS

The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

(a) Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.

(b) Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.

(c) Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.

(d) Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.

(e) Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

(f) Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

(g) Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

## B. SCOPE OF WORK

### 1. The Grantee's Responsibilities:

a. The Grantee shall perform the tasks as specified in Section 3, Deliverables, and comply with the requirements of the Agreement.

b. The Grantee shall remain in compliance with all grant award eligibility requirements during the Agreement term, including, but not limited to, the following:
   1) Maintenance of all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
   2) Submission of all incident reports to the Florida Fire Incident Reporting System (FFIRS).
   3) Compliance with the Florida Firefighter Occupational Health and Safety Act or the requirements of the Grantee's filed plan for correction.
   4) Maintenance of a written Agreement with the fire service provider under which the fire department is operating.

c. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Grantee hereby acknowledges receipt of this Agreement as the Department's award notification and shall

return this signed Agreement to the Department within thirty (30) days of the Department's award notification to the Grantee. The signed Agreement must be attached to an email and sent to FirefighterGrant@myfloridacfo.com.

2. **The Department's Responsibilities:**
   a. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Department shall provide this Agreement to the Grantee for its signature and deem the timely receipt of this signed Agreement via an email attachment from Grantee via FirefighterGrant@myfloridacfo.com to be the Grantee's notice of acceptance of the award.
   b. The Department shall conduct all verification activities associated with the Grantee's expenditures for the items authorized in Attachment 1, Specific Grant Awards, including expenditure of the match amount stated in Attachment 1, Specific Grant Awards.
   c. The Department shall provide reimbursement of properly documented and authorized expenditures.

3. **Deliverables:**
   The Grantee shall perform the following tasks as specified:

| **Deliverable 1 – Expend Funds for Authorized Equipment, Supplies, and Training** | | |
|---|---|---|
| **Tasks** | **Performance Measures and Due Date** | **Financial Consequences** |
| Expend funds for items as authorized in Attachment 1, Specific Grant Awards. | For authorized equipment and supply purchases:<br>Submit to the Department an invoice that clearly reflects the description of the item(s), number of units, and cost per unit for the equipment and supplies purchased; and proof of payment for such items. Upon receipt of such items, submit to the Department copies of documentation confirming receipt.<br><br>For authorized training:<br>Submit to the Department an invoice and any additional documentation necessary to clearly describe the training, the purpose and benefits of the training, the dates and times for the training to be conducted, and proof of payment for the scheduled training. Upon completion of the training, provide proof of attendance and completion of the training by the number of participants that received the training. | Funds expended for the authorized items will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the item. |

| | | |
|---|---|---|
| | Due Dates: For each authorized use of funding, the funds must be fully obligated for the authorized use on or before the last day of the State fiscal year for the grant award period. | |
| **Deliverable 1 State Funds Payment Amount Must Not Exceed Amount Stated in Attachment 1:** | | |
| **TOTAL Payment Amount must not exceed total grant award stated in Attachment 1** | | |

4. **Expenditure and Reconciliation Report:**
Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. In addition, the Department's Contract Manager must verify that the Grantee has expended the required amount of matching funds in accordance with the requirements of Attachment 1, Specific Grant Awards. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.3. below for further detail regarding the documentation and reporting requirements for State fund and matching fund expenditures.

## C. SPECIAL PROVISIONS

1. **Agreement Duration:**
This Agreement is effective (effective date) on the date last signed and will end on the last day of the State's fiscal year in which the grant was awarded. The Grantee may commence its performance of the requirements of the Agreement as of the date it submits a signed copy of the Agreement to the Department in accordance with the requirements of Section B.1.c., above.

2. **Demonstration of Performance and Acceptance of Deliverables:**
The deliverables will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

3. **Payment Amount, Invoice Submittal, and Payment Schedule:** The payment obligation of the Department shall not exceed the amount of State funds to be awarded as stated in Attachment 1. The deliverable amount specified in Attachment 1, establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30th of the State's fiscal

year in which the grant was awarded and were disbursed by the Department on or before September 30th of the same calendar year; and, in accordance with Agreement Section 8, Funding Requirements of Section 215.971, F.S., the funds were expended by the Grantee for allowable costs incurred in performance of the requirements of this Agreement. If the Department does not receive all documentation necessary from the Grantee to confirm its acceptance of all deliverables, the Grantee shall return all excess funds it has received.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.

5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and, in particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences.

   This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
   a. Stop work under the Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work as shall not have been terminated by the Department.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
   d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

8. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or

age. The Grantee shall provide a harassment-free workplace and give any allegation of harassment priority attention and action.

9. **Limitation of Liability:**
   a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
   b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

***- End of Attachment 2, Statement of Work -***

**ATTACHMENT 3**

## AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

### MONITORING

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

### AUDITS

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): Susan.Schell@MyFloridacfo.com

      or

      Paper (hard copy):
      Susan Schell
      Department of Financial Services
      200 East Gaines Street
      Tallahassee, Florida 32399-0340

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

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

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

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

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

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

   *N/A*

2. Federal Program B:

   *N/A*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

   *N/A*

2. Federal Program B:

   *N/A*

**State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

   *N/A*

2. Federal Program B:

   *N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

   State Project: Fire Decontamination Equipment Grant Program
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants, 43.013
   Amount: The amount listed in the first paragraph of Attachment 1, Specific Grant Awards, of this Agreement

2. State Project B:

   *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.137, F.S., and Rule 69A-37.503, F.A.C.

**Attachment 4**
**Index of Applicable Laws and Regulations**

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

**DEPARTMENT OF FINANCIAL SERVICES**
**Public Records Requirements**

**Addendum A**

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors.**

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone:** **(850) 413-3149**
**Email:** **PublicRecordsRequest@myfloridacfo.com**
**Mailing Address:** **The Department of Financial Services**
**Office of Open Government**
**PL-11, The Capitol**
**Tallahassee, Florida 32399-0301**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

**AGENDA ITEM NO. H.6**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** November 7, 2023

**SUBMITTED BY:** Mike Helfrich, Public Works

**ITEM TYPE:** Request to Commission

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:**

Authorize the City Manager for the Purchase Authority in the total amount of $100,000 for Hyfab Corp. and Tampa Body and Crane Inc. for Garbage Truck Repairs for Fiscal Year 2024

**BACKGROUND:**

The Public Works Department is requesting authorization for the City Manager to authorize Purchase Orders totaling up to $100,000. This authorization will allow for Public Works, to purchase Heil repair and replacement services for maintenance of the garbage trucks. Hyfab Corp and Tampa Body and Crane Inc. which are the only two providers for heavy equipment that are authorized for warranty repair on Heil trucks in the Tampa Bay Area.

In FY 2023, both combined expenditures were approximately $80,000. As the sanitation trucks get older, they require more funds to maintain their roadability.

**POLICY/PURPOSE:**

To request authorization from the City Commission to authorize the City Manager to spend up to $100,000 from Hyfap Corp and Tampa Body and Crane Inc. for the repair and maintenance of the sanitation vehicles.

**STRATEGIC PLAN RELEVANCE:** Goal 1: Protect City assets to sustain the future of Treasure Island

**ANALYSIS/DISCUSSION:** The Public Works Department is requesting authorization for the City Manager to authorize Purchase Orders totaling up to $100,000.

**FUNDING:** Funding is available in the FY 2024 Solid Waste Fund for $100,000 vehicle maintenance and repairs: 430-5340-46200.

**MOTION:**

I move to approve and authorize the City Manager's purchase authority in an amount up to $100,000 for Heil repair and replacement services for maintenance of the garbage trucks with Hyfab Corp and Tampa Body and Crane Inc. for CY 2024.

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**ATTACHMENTS:**

**AGENDA ITEM NO. H.7**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Mike Helfrich, Public Works |
| **ITEM TYPE:** | Request to Commission |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | Authorize the City Manager Purchase Authority to Air Mechanical & Services Corp., and Industries, Inc (DBA ABM Building Solutions) for up to $105,000 in Fiscal Year 2024 for HVAC Repair, Replacement and Preventive Maintenance |
| **BACKGROUND:** | The City owns six buildings and the bascule bridge all which have Heating Ventilation and Air Conditioning (HVAC) systems that range from 2 to 20 tons. In April 2022, Air Mechanical & Services Corp., and Industries, Inc (DBA ABM Building Solutions) were awarded a 3-year contract for HVAC Repair, Replacement and Preventive Maintenance.<br><br>Last year we expended approximately $24,000. However, this year the Treasure Bay HVAC unit is to be replaced and the estimated cost for the replacement is over $70,000. |
| **POLICY/PURPOSE:** | To authorize the purchase of HVAC Repair and Preventive Maintenance Services in excess of the City Manager's authority and up to $105,000. |
| **STRATEGIC PLAN RELEVANCE:** | Goal 1: Protect City assets to sustain the future of Treasure Island |
| **ANALYSIS/DISCUSSION:** | This purchase authorization will allow for any department, including Public Works, to procure HVAC Repair and Preventive Maintenance Services. |

**FUNDING:** Funding for this service is budgeted throughout various departmental accounts in the FY 2024 budget.

**MOTION:**

I move to approve and authorize the City Manager's purchase authority for up to $105,000 to Air Mechanical & Services Corp., and Industries, Inc (DBA ABM Building Solutions) for HVAC Repair and Preventive Maintenance Services for Fiscal Year 2024.

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**ATTACHMENTS:**

**AGENDA ITEM NO. H.8**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** November 7, 2023

**SUBMITTED BY:** Mike Helfrich, Public Works

**ITEM TYPE:** Request to Commission

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Authorize the Purchase of As Needed Electrical Services from USA Voltage, LLC and Tamco Electric, Inc. for various electrical projects not to exceed $150,000 for FY 2024

**BACKGROUND:**

The City has a continuing need for electrical services at various city owned and operated facilities. Throughout the year, Public Works will require electrical services for the repair or installation of electrical equipment. The City conducted a competitive bid process in 2021 that resulted in awarding a contract for electrical services to USA Voltage, LLC and Tamco Electric for a 3-year period with two, one-year extensions available.

In the last several years approximately $60,000 to $80,000 was expended for electrical work. This year we have requested an increase due to the following:

New City Center Parking Lights

Paradise gazebo Lighting

Treasure Bay Bathhouse Lighting

Gulf Front Lighting

Elevator call panel

Smoke/fire alarm relocation

**POLICY/PURPOSE:**

Authorize the purchase of electrical services up to $150,000.

**STRATEGIC PLAN RELEVANCE:**

Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island

**ANALYSIS/DISCUSSION:**

On September 3, 2021, the Public Works Department advertised the release of Request for Proposal for Electrical Services. The work for this contract shall include replacing/installing lights and ballasts in City buildings and facilities, upgrading service when replacing Air Conditioning and other systems, such as outdoor lighting, irrigation system components and troubleshooting and repair of sewer lift stations.

On September 22, 2021, there was a public opening of the Bid Documents. Two electrical services companies submitted bids. The results from the two bids are as follows:

Bid Prices (Average hourly rate for all three years) (% Markup o parts and materials)

1. Tamco Electric, Inc $ 70.67
   7%
2. USA Voltage, LLC $ 75/hour
   5%

The City awarded both electrical services contractors for a period of three years with 2 - 1 year extensions.

We are seeking authorization to allow for any department, including Public Works, to purchase electrical services for maintenance and small projects.

**FUNDING:** Funding for these purchase orders will be from various funds and departmental accounts throughout the City.

**MOTION:**

I move that the City Commission approve the City Manager's purchasing authority in the amount not to exceed $150,000 for electrical services under a continuing electrical services contract with USA Voltage, LLC and Tamco Electric, Inc. for various projects in Fiscal Year 2024.

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**ATTACHMENTS:**

**AGENDA ITEM NO. I.1**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Jesse Miller, Community Development |
| **ITEM TYPE:** | Public Hearings |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | A Quasi-Judicial Proceeding - 9900 Gulf Blvd- An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner |
| **BACKGROUND:** | Please see attached Staff Report. |
| **POLICY/PURPOSE:** | N/A |
| **STRATEGIC PLAN RELEVANCE:** | N/A |
| **ANALYSIS/DISCUSSION:** | Please see attached Staff Report. |
| **FUNDING:** | N/A |
| **MOTION:** | The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to: |

**[ ] APPROVE** **[ ] DENY**

**[ ] CONTINUE** **[ ] APPROVE WITH CONDITIONS**

An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the

1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2’-1” at the NW corner and approx. 2’-4” at the SW corner.

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**ATTACHMENTS:**

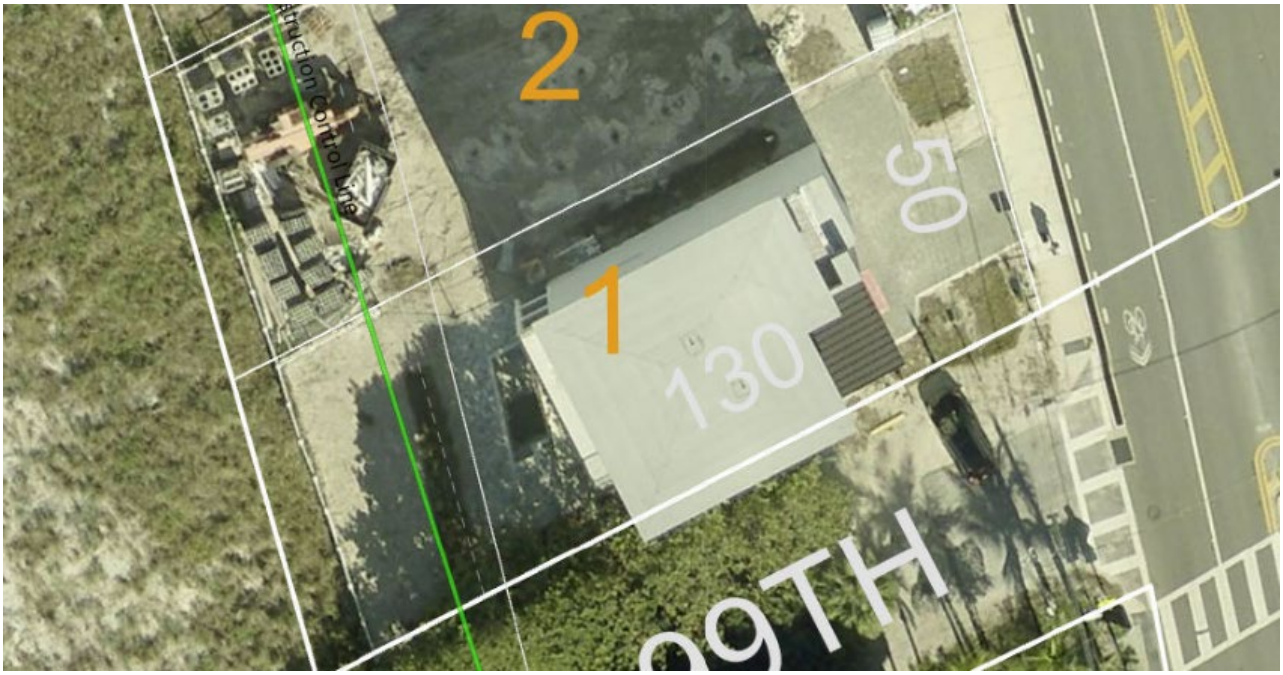
1. Staff Report.pdf
2. Application.pdf
3. Affidavit to Authorize Agent.pdf
4. Warranty Deed.pdf
5. Variance Narrative.pdf
6. Pool Site Plan.pdf
7. Final Survey.pdf
8. P&Z Approved Site Plan.pdf

**CITY OF TREASURE ISLAND**
CITY COMMISSION
120 - 108th Avenue, Treasure Island, Florida 33706
Telephone (727) 547-4575; Fax (727) 547-4582

**CASE NO. VAR-000394-2023**
**STAFF REPORT**
**TUESDAY, NOVEMBER 7, 2023 AT 6:00 P.M.**

**DESCRIPTION:** An after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner of the pool.

**SITE LOCATION:** 9900 Gulf Blvd
Treasure Island, FL 33706




**PARCEL ID #:** 26-31-15-09630-000-0010

**LEGAL DESCRIPTION:** LOT 1, BOCA CIEGA PASS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF VACATED STREET LYING WEST OF SAID LOT 1, AS DESCRIBED IN DEED BOOK 665, PAGE 375, AND IN DEED BOOK 1468, PAGE 105,

PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

**PROPERTY OWNER:** Navin Bajaj
2100 McMullen Rd
Largo, FL 33771-1151

**AGENT / APPLICANT:** Abdul Omar Kamall, Contractor
9265 87th Ave N
Seminole, FL 33777

**GENERAL INFORMATION:**

**Land Use:** Resort Facilities High
Preservation

**Zoning:** RFH-50 (Resort Facilities High)
Preservation (P)

**Adjacent Property (Use):**

North: 9908 Gulf Blvd.- Vacant

South: 99th Ave. ROW
9898 Gulf Blvd.- Multi-Family Residential Dwelling (Marestella II)

East: 9901 Gulf Blvd.- Single-Family Residential Dwelling

West: Gulf of Mexico

**Lot Area:** Approx. 50 ft. x 130 ft. = 6,376 sq. ft.

**Site Area:** Developable Site Area east of the 1968 TIMHWL approx. 50 ft. x 96 ft. = 4, 800 sq. ft.

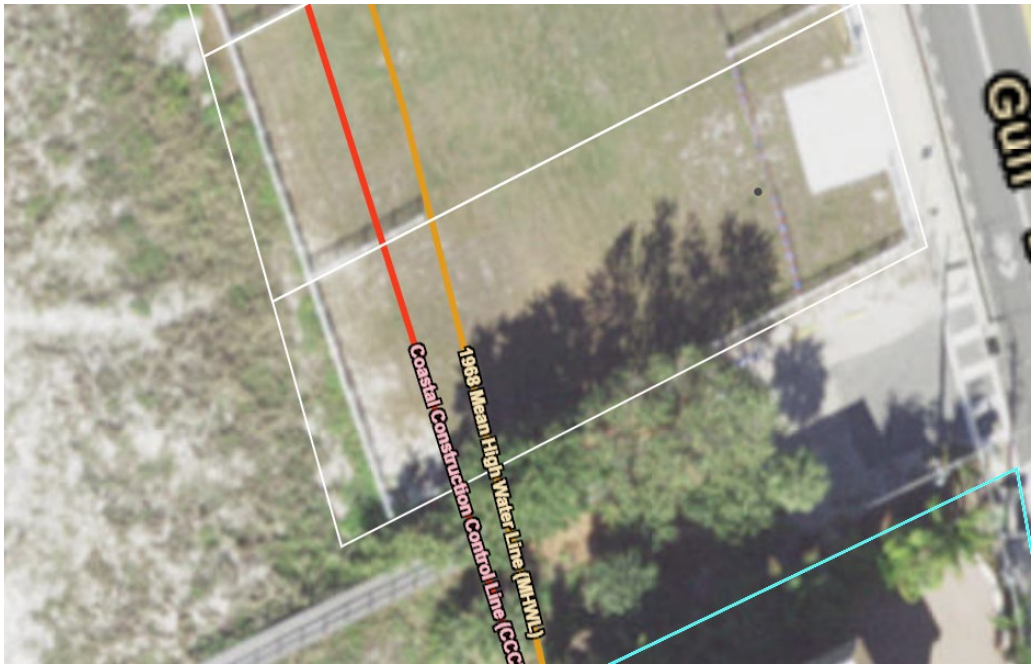
**Flood Zone:** VE-12 and AE-10, Flood Insurance Rate Map
Community Panel No. 12103C0194H, August 24, 2021.




**PROPERTY SUMMARY:**

The 1968 TIMHWL is a line established by the State in 1968, as a result of renourishment of the beach.

For purposes of setbacks, the code states that the waterfront yard is measured from the Treasure Island Mean High Water Line. The waterfront yard is defined as “a yard or any portion thereof on lots abutting a waterfront and extending across the full width of the lot or any portion thereof or parcel and measured from the mean high-water line, property line or seawall, whichever is closer and the building setback line.” In this case, the 1968 TI MHWL establishes ownership and therefore is the property line.



The required pool setback is 10’ from all property lines, measured to the outside of the pool wall. On this property the pool setback would be required to be 10’ east of the 1968 TIMHWL.

On March 18, 2021, the Planning & Zoning Board approved a site plan application to allow the construction of a new single-family dwelling subject to the following conditions (SITE-000065-2021):

1. Where necessary to accommodate proposed development, the property owner shall be responsible for the removal/relocation of any and all public utilities located on the subject site. This is regardless of whether the public utilities are known at the time of site plan approval or discovered after such approval. Any removal or relocation will require the approval of the City’s Public Works Department.
2. All building permits and construction associated with this development proposal shall be subject to all current regulations within the Florida Building Code, Floodplain Management Regulations, Land Development Regulations, and the Florida Fire Prevention Code in effect at the time of the building permit application process.
3. The proposed swimming pool will require a separate building permit.
4. The proposed fire pit must be at least 5’ from the 1968 TI Mean High Water Line.
5. The developer shall obtain an FDOT permit or exemption letter prior to issuance of a City building permit.

Site Plan SITE-000065-2021 is attached as an exhibit to this case.

On July 18, 2023, the Building Department placed a hold on Permit No. POOLR-003558-2022 due to an inspection that revealed the swimming pool was located within the 10’ setback. The contractor was then notified to apply for a variance or to remove and relocate the swimming pool.

**TREASURE ISLAND CODE OF ORDINANCES:**

CHAPTER 68- ZONING REGULATIONS

ARTICLE I- IN GENERAL
Sec. 68-2. - Definitions.

*Yard, waterfront* means a yard or any portion thereof on lots abutting a waterfront and extending across the full width of the lot or any portion thereof or parcel and measured from the mean high water line, property line or seawall, whichever is closer and the building setback line.

*Lot line* means the line bounding a lot as herein defined as established by ownership except that where a lot line lies within a private street or waterway the edge of the private street right-of-way or waterway shall be considered to be the lot line for the purposes of calculating density, lot, yard and bulk requirements.

*Property line.* (See "lot line.")

ARTICLE VI- ZONING DISTRICT REGULATIONS
DIVISION 5. – RFH-50 (RESORT HIGH) ZONING DISTRICT
Sec. 68-302. - Uses permitted.

The following uses shall be allowed within an RFM-50 zoning district as permitted, special exception or accessory uses as set forth herein:

(1) *Permitted uses.* The following permitted uses shall be allowed within an RFM-50 zoning district:

c. Dwelling, residential.

(3) *Accessory uses*. The following accessory uses shall be allowed in an RFM-50 zoning district:

b. Private swimming pool and/or beach shelter.

ARTICLE VII- SUPPLEMENTAL LOT AND USE REGULATIONS
DIVISION 3. – USE REGULATIONS
Sec. 68-483. - Swimming pools.

Swimming pools may be constructed within yard areas except the front yard, provided however, that no part of the pool structure may protrude more than 12 inches above finished grade level and that the **pool walls shall be at least ten feet from all lot lines except where a greater setback is required under the building code** as set out in chapter 64. In determining the percentage of coverage of a lot by buildings, swimming pools which are not enclosed shall not be counted in such computation. In calculating required pervious space swimming pools shall be considered impervious.

ARTICLE VIII- BUILDING SETBACK LINES
Sec. 68-541- Setback Classifications.

Gulf Boulevard from 99th Avenue to section line between 103rd and 104th Avenues:

West side:

Street: 25 feet
Side: 7 ½ feet

Sec. 68-561. - Alternate setback system procedures.

(a) *Application and exceptions.*

(1) This article shall be the alternative methods of determining all building setback requirements. The section or subsection which results in the greatest amount of setback shall apply for any given property.

(c) *Properties bordering on the Gulf of Mexico or public beach.* For properties bordering on the Gulf of Mexico or public beach, the following additional building setback and open space requirements shall be applicable:

(1) The minimum required setback shall be five feet from the waterfront property line. No construction shall be permitted seaward of the coastal construction control line except by permit from the state department of environmental protection and the city.

(2) Total open space between side lot lines shall be not less than 30 percent of the width of the lot but no less than the minimum designated in the setback chart, article VIII.

CHAPTER 70- PLANNING AND ZONING
ARTICLE III- APPEALS TO ADMINISTRATIVE DECISIONS; SPECIAL EXCEPTIONS AND VARIANCES
DIVISION 3. – VARIANCES
Section 70-221. – Procedure

(1) An application for such variance has been received by the city manager or specified designee, stating the special conditions and circumstances applying to the building, structure, or land for which such variance is sought. The applicant shall submit a narrative that explains the variance being requested in a manner that addresses the criteria specified in subsection (d) as they relate to the specific request. Since each application is considered based upon the unique circumstances presented by such application, prior decisions of the board or commission shall not constitute grounds for the granting of any variance.
(2) The board or commission has received a report from the city manager or specified designee that evaluates the application based on the criteria required by this section.
(3) The board or commission holds a public hearing after written and posted notice has been given to the extent provided by chapter 70.
(4) The board or commission has considered the following criteria and find that they have been substantially satisfied and a hardship exists:
    a. The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;
    b. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;
    c. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;
    d. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;
    e. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land;
    f. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:
        1. *Redevelopment.* If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.

2. *Substandard lot(s).* If the proposed project involves the utilization of an existing legal nonconforming lot(s).
3. *Neighborhood character.* If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
4. *Public facilities.* If the proposed project involves the development of public parks, public facilities or public utilities.
5. *Architectural and/or engineering considerations.* If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.

g. The granting of the variance will be in harmony with the general purpose and intent of this chapter;
h. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) In granting any variance, the planning and zoning board or city commission may prescribe appropriate conditions and safeguards in conformity with the land development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.
(6) Under no circumstances shall the planning and zoning board or city commission grant a variance to permit a use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the land development regulations.
(7) The granted variance shall be valid for one-year. To remain in effect after one-year, one of the following must have occurred:
a. An extension of time has been approved by the approving body;
b. Building permits relating to the requested variance have either been applied for or granted; or
c. A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

**ANALYSIS OF LAND DEVELOPMENT REGULATIONS:**

The criteria for reviewing a variance for approval or denial is contained in Sec. 70-221 of the City of Treasure Island Code of Ordinances. The staff's analysis of the land development regulations is provided below. The applicant's narrative and supporting documents are included in this agenda packet as separate attachments.

1. **The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.**

   The variance being requested is set forth within the City's Land Development Regulations and per Sec. 70-221 is under the purview of the City Commission.

2. **Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally**

**to buildings, structures, or lands in the same district.**

For buildings the side setbacks for this lot are 7.5 feet and the waterfront setback is 5-feet measured from the 1968 TIMHWL, which is the property line. Swimming pools are required to be setback 10.0 feet from all property lines. The setback from the 1968 TIMHWL applies to all properties where the 1968 TIMHWL is located closer to the land than the property line. The 10.0-foot swimming pool setback applies to all properties.

3. **Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land.**

   The strict application of the provisions of the land development regulations was enforced during the Planning & Zoning Board's site plan application approval and during the permit review of the swimming pool, which permitted reasonable use of the structure and land. During the construction of the swimming pool, the land development regulations were not adhered to.

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

   The conditions are the result of the applicant due to the use of incorrect measurements from the 1968 TIMHWL during the construction of the swimming pool.

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

   The variance for the pool is not the minimum possible variance that will allow reasonable use of the land. The swimming pool can be relocated to meet the 10' setback requirement as shown on the approved site plan.

6. **Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances: Redevelopment; Substandard lot(s); Neighborhood character; Public facilities; Architectural and/or engineering considerations.**

   **Redevelopment** – The Planning & Zoning Board approved a single-family dwelling site plan for redevelopment of the subject property.

   **Substandard lot(s)** – The platted lot and the developable area of the lot meet the width and exceeds the length and total lot area for a single-family dwelling in the RFM-50 zoning district. The developable area of the subject lot is approx. 50 ft. x 96 ft. = 4, 800 sq. ft. This exceeds the minimum lot depth and lot area required for a single-family dwelling in the RFM-50 zoning district.

**Neighborhood character** –Enforcement of these land development regulations promotes the established development pattern, which includes setbacks.

**Public facilities** – N/A

**Architectural and/or engineering considerations** – N/A

7. **The granting of the variance will be in harmony with the general intent and purpose of this chapter.**

   The granting of the swimming pool variance request does not appear to be in harmony with the general intent and purpose of this chapter, as it appears that they have not met the hardship criteria of this chapter.

8. **The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

   The granting of this variance will not be injurious to the adjacent properties or be detrimental to the public welfare.

**STAFF RECOMMENDATION:** Staff recommends **DENIAL** of the after-the-fact variance request to allow an existing swimming pool to encroach into the 10' setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2'-1" at the NW corner and approx. 2'-4" at the SW corner of the pool. Based on the analysis of the criteria in Sec. 70-221 above, finding that they have not been substantially satisfied and that an unnecessary hardship does not exist.

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**NOVEMBER 7, 2023**
**CITY COMMISSION**
**DEVELOPMENT ORDER**

**CASE NO. VAR-000394-2022**
**LOCATION: 9900 Gulf Blvd.**

The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to:

**[ ] APPROVE** **[ ] DENY**
**[ ] CONTINUE** **[ ] APPROVE WITH CONDITIONS**

An after-the-fact variance request to allow an existing swimming pool to encroach into the 10’ setback east of the 1968 Treasure Island Mean High Water Line (1968 TIMHWL) by approx. 2’-1” at the NW corner and approx. 2’-4” at the SW corner of the pool.

_____ _____
J. Tyler Payne, Mayor Date
City Commission

Case Number: _____

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

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

Property Owners: Bajaj Navin Trust.
Address: 2100 Mcmullen Rd
Largo FL, 33771
Phone: 727-424-6647
Fax: _____
Email: bajanavin@gmail.com

Agent: Abdul Omar Kamali
Address: 9265 87th Ave N
Seminole FL 33777.
Phone: 727-459-7344
Fax: _____
Email: epsinc@ymail.com

List all Legal Owner(s) of Property: Navin Bajaj.

Complete legal description (may be placed on attached separate page): 26-31-15-09630-000-0010
Boca Ciega Pass Sub Lot 1 and 30 ft

Development Name: _____

Site Location/Address: 9900 Gulf Blvd Treasure Island FL 33706

Area of Development (Acreage or Square Feet): 6500 sq ft.

Parcel Identification Number (list all): 26-31-15-09630-000-0010

Application Request: Variance for Inground Pool and Spa.

Future Land Use Designation _____ Proposed Future Land Use _____

Current Zoning _____ Proposed Zoning _____

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

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

_____ Owner/Agent

6/19/23. Date

**AFFIDAVIT TO AUTHORIZE AGENT**

**STATE OF** Florida
**COUNTY OF** Pinellas

Navin Bajaj
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): _____

Parcel I.D. Number(s).: 26-31-15-09630-000-0010

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed Abdul Omar Kamali as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

**PRINTED NAME OF PROPERTY OWNER(S):** NAVIN BAJAJ
**SIGNATURE OF PROPERTY OWNER(S):** _____
**DATE:** 6/15/23

STATE OF: Florida
COUNTY OF: Pinellas
The foregoing instrument was acknowledged before me this 15 day of June, _____, by (company/agent) Navin Bajaj by (persons name) _____, it's (title) Self who is personally known to me, or who has produced Personaly Known - as identification and who _____ did ✓ did not take an oath.

Bibi R Eric
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

Notary Public State of Florida
Bibi Rasheeda Eric
My Commission HH 006557
Expires 06/03/2024

$27.00 D DOC STAMP COLLECTION $9520.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLK103101

Prepared by:
Paramount Title II
Christine Paige
6544 US Hwy 41 N , Suite 101
Apollo Beach, FL 33572
File No.: AB19-57378
This Deed is prepared pursuant to the issuance of Title Insurance

## GENERAL WARRANTY DEED

Made this April 12, 2019. A.D. by TI Beach 9900 LLC, a Florida limited liability company, whose address is: P.O. Box 7602, ST. Petersburg, FL 33734 hereinafter called the grantor, to Navin Bajaj, a married man, whose post office address is: 2100 McMullen Road, Largo, FL 33771, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in PINELLAS County, Florida, viz:

Lot 1, BOCA CIEGA PASS SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 28, Public Records of Pinellas County, Florida, together with that portion of vacated street lying West of said Lot 1, as described in Deed Book 665, Page 375, and in Deed Book 1468, Page 105, Public Records of Pinellas County, Florida, Less road right of way.

Parcel ID No.: 26/31/15/09630/000/0010

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

City of Treasure Island

REF: Bajaj trust 9900 Gulf Blvd Existing Permit # POOLR-003558-2022

Narrative Letter

1. The variance is in fact a variance as set forth with the Land Development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.
   **We are requesting a variance for 2' 4" at the SW side and 2' 1" at the NW side at the rear lot setback of the High-Water line.**
2. State the special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.
   **The lot has a 30 ft. setback for the coastal construction control line, as well as another 10 ft. for the city High Water line that were not consistent along the lot due to incorrect site plans.**
3. State the strict application of the provisions of the Land Development Regulations that would not permit the applicant reasonable use of the building.
   **City High Water ling set back.**
4. State the peculiar conditions and the circumstances existing that are not the result of the actions of the applicant, the applicant's agent, of the applicant's predecessors in title.
   **The original site plans show High Water line in one location, then a new survey shows the High-Water line moved to a different location.**
5. Is the Variance proposed to be granted the minimum variance that will make possible the reasonable use of the building, structure, or land?
   **Yes, we are asking for a 2' 4"" and a 2' 1" variance to accommodate for pool being in the TIHWL setback**
6. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the Land Development Regulations shall include, but not limited to, the following circumstances.
   A. **Redevelopment:** Does the proposed project involve the redevelopment or utilization of an existing developed or partially developed site?
      **yes, the site is a new construction home.**
   B. **Substandard lot(s):** If the proposed project involves the utilization of an existing legal nonconforming lot(s).
      **No.**
   C. **Neighborhood character:** If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.
      **No, the project (pool) is at grade level and does not obstruct view.**
   D. **Public facilities:** If the proposed project involves the development of public parks, public facilities or public utilities.
      **No.**

E. **Architectural and/or engineering considerations:** If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.
**In ground concrete pool.**

7. Will the granting of the variance be in harmony with the general purpose and intent of this chapter?
**Yes, there should be not conflict.**
8. Will the granting of the variance be injurious to the neighborhood or otherwise detrimental to the public welfare?
**No, it will not be injurious to the neighborhood or detrimental to the public welfare.**

City of Tresure Island

REF: Bajaj Trust 9900 Gulf Blvd. Treasure Island, Fl

Request for a Variance

To whom it may concern,

I Abdul Kamall, as agent for Bajaj Trust, request a variance for the above property in the regards to an inground swimming pool that was mistakenly installed 2' 4" at the SW side and 2' 1" at the NW side to the Treasure Island high water line. The error was caused by an incorrect site plan that was given to us by the house contractor. The lines and measurements do line up and we did not notice this until after our project was completed. A new site plan and survey were completed at the end of construction on the house and pool. Please refer to old plans and survey as new plans and survey.

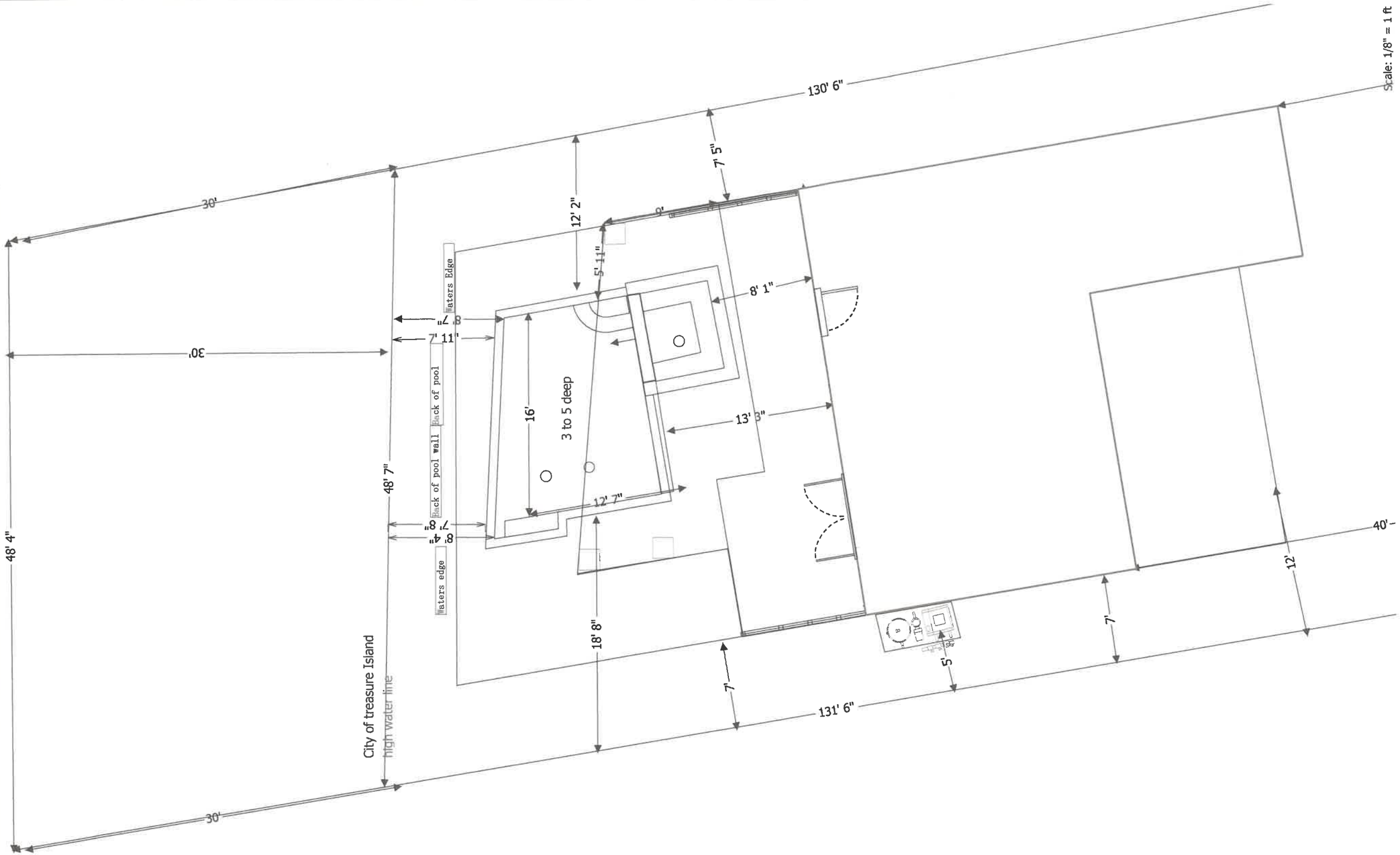
Thank you.

Abdul Omar Kamall

Grand Aquatics Pool & Spas

9265 87th Ave. Seminole Fl, 33777

LIC# CPC1458800




## Pool

Perimeter: 110 Area: 323
Envelope: 9690 Gallons
Depth: 3 to 5 ft RTNS: 3
Drains: 3 round Lights: 1 LED
Skim: 1 P.C.: None
Dig Type: Shuttle Volume: 47.85 yards
Spillover Length(s): 6 ft
Coping Material: Brick Pavers
Interior Finish: Quartz Bluestone
Notes:

## Spa

Perimeter: 32 Area: 36
Jets: 4 Height: 0 at grade
Lights: 1 LED RTNS: 1
Drains: 2 Round Spillover Length(s): 6 ft
Coping Material: Brick
Interior Finish: Quartz Bluestone
Notes:

## Tile

Raised Beams: None

Pool Tile Material: 6 X 6
Spa Tile Material: 6 X 6
Notes:

## Deck

Perimeter: 137 Area: 900
Coping Area: N/A
Coping Material: Brick
Surface Material: Pavers
Turn Down: Riser:
NOTES:

## Equipment

Circ Pump: Jandy 1.85 Control Panel: Aqualink
Remote: Phone APP
Sanitizer: Salt
Filter: 150 sq ft Blower: 1 hp
Heater: 125K BTU Fill Line:
Cleaner: N/A Other:
Pool Light: LED Other:
Spa Light: LED Other:
Other: Other:
NOTES:

## Approval

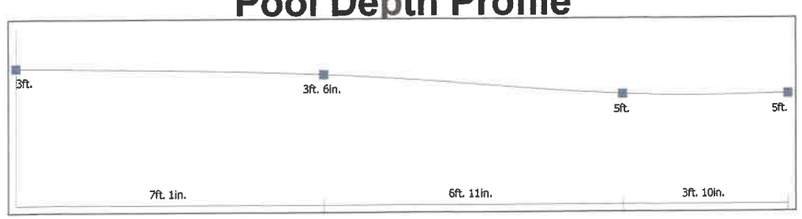
I/we (the undersigned) have reviewed this plan and approve it as correct within reasonable tolerance. I/we understand that any changes made to a shape or to a location may delay the project and/or

X

Project Name: Bajaj investment
Client Name: Navin Bajaj
Client Email: epsinc@ymail.com
Client Phone: 7274597344
Address: 9900 Gulf Blvd
City: Treasure Island
State/Province: FL
Zip/Postal Code: 33706
Designer Name: Omar Kamall

Block:
Subdivision: Boca Ciega Pass
Lot #: 1 Gate Code:
PG: 28 PB: 3
Notes:

## Pool Depth Profile



# SOUTH 1/2 OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST

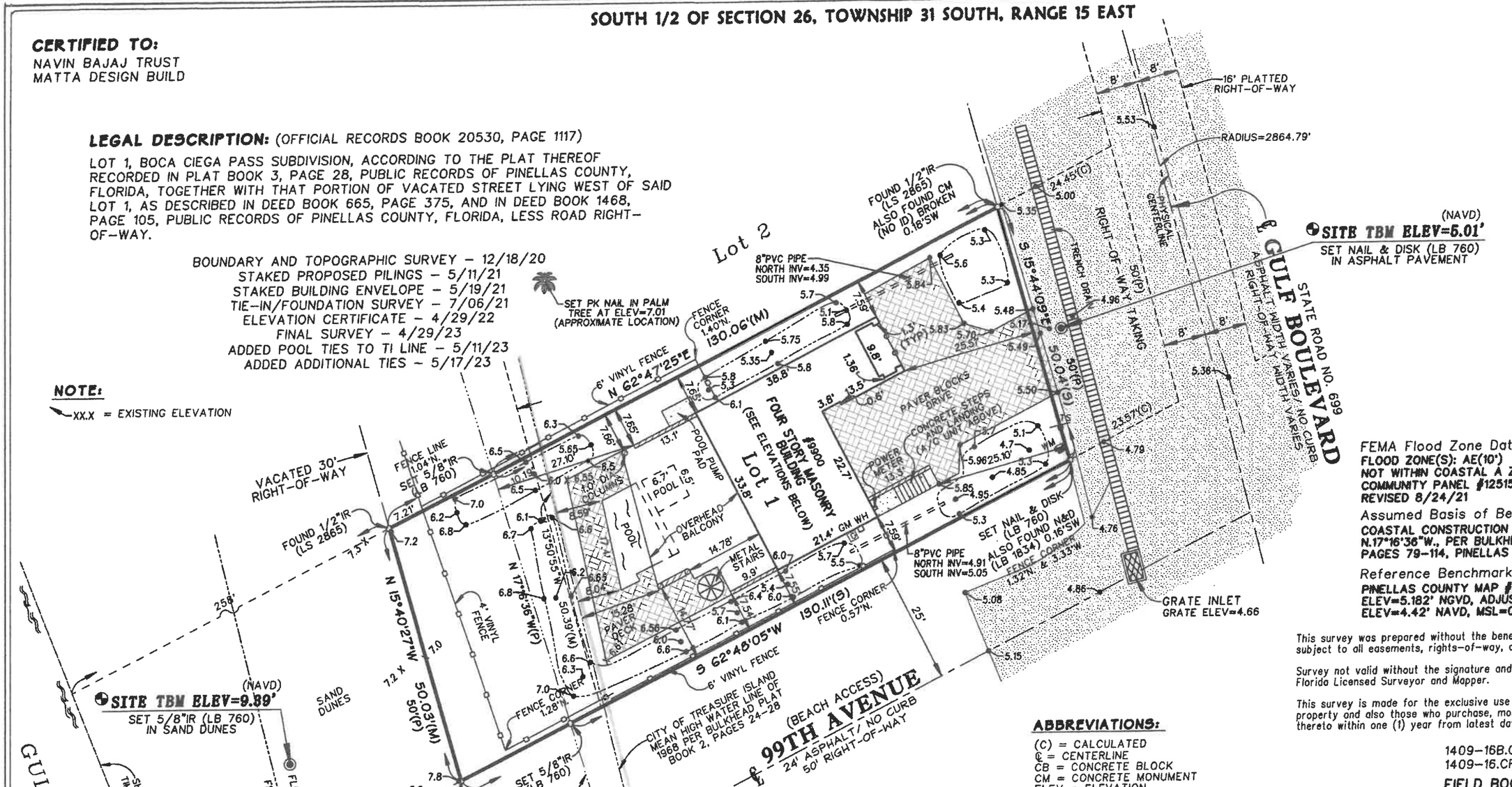
**CERTIFIED TO:**
NAVIN BAJAJ TRUST
MATTA DESIGN BUILD

**LEGAL DESCRIPTION:** (OFFICIAL RECORDS BOOK 20530, PAGE 1117)

LOT 1, BOCA CIEGA PASS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF VACATED STREET LYING WEST OF SAID LOT 1, AS DESCRIBED IN DEED BOOK 665, PAGE 375, AND IN DEED BOOK 1468, PAGE 105, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

BOUNDARY AND TOPOGRAPHIC SURVEY – 12/18/20
STAKED PROPOSED PILINGS – 5/11/21
STAKED BUILDING ENVELOPE – 5/19/21
TIE-IN/FOUNDATION SURVEY – 7/06/21
ELEVATION CERTIFICATE – 4/29/22
FINAL SURVEY – 4/29/23
ADDED POOL TIES TO TI LINE – 5/11/23
ADDED ADDITIONAL TIES – 5/17/23

**NOTE:**
XX.X = EXISTING ELEVATION




FEMA Flood Zone Data:
FLOOD ZONE(S): AE(10')
NOT WITHIN COASTAL A ZONE
COMMUNITY PANEL #125153 12103C0194 H
REVISED 8/24/21

Assumed Basis of Bearings:
COASTAL CONSTRUCTION CONTROL LINE AS BEING N.17°16'36"W., PER BULKHEAD PLAT BOOK 2, PAGES 79-114, PINELLAS COUNTY RECORDS

Reference Benchmark:
PINELLAS COUNTY MAP #243 (PBE 144 USCE)
ELEV=5.182' NGVD, ADJUSTED TO
ELEV=4.42' NAVD, MSL=0.00'

This survey was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from latest date shown hereon.

**ABBREVIATIONS:**

(C) = CALCULATED
℄ = CENTERLINE
CB = CONCRETE BLOCK
CM = CONCRETE MONUMENT
ELEV = ELEVATION
GM = GAS METER
ID = IDENTIFICATION
IR = IRON ROD
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
(M) = MEASURED
N&D = NAIL AND DISK
OEP = OPEN END PIPE
(P) = PLAT
PB = POWER BOX
PP = PINCH PIPE
PT = POINT OF TANGENCY
(S) = SET
SW = SOUTHWEST
TBM = TEMPORARY BENCHMARK
TS = TRAFFIC SIGN
WH = WATER HEATER
WPP = WOOD POWER POLE
WM = WATER METER

**BUILDING ELEVATIONS:**

LOWEST LIVING FLOOR ELEV=18.36
GARAGE FLOOR ELEV=6.55
FOYER ELEV=7.12
HIGHEST ADJACENT GRADE ELEV=6.06
LOWEST ADJACENT GRADE ELEV=5.87
WATER HEATER ELEV=17.95
ADJACENT GRADE AT STEPS ELEVS=6.22

**RIGHT-OF-WAY DATA SOURCE:**

RIGHT-OF-WAY DATA FOR GULF BOULEVARD WAS TAKEN FROM FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 15100-1546, SHEET 9 OF 16 AND EXISTING FIELD OCCUPATION.

New survey

1409-16B.CRD
1409-16.CRD 916 22-23
FIELD BOOK 963 PAGE(S) 21-23

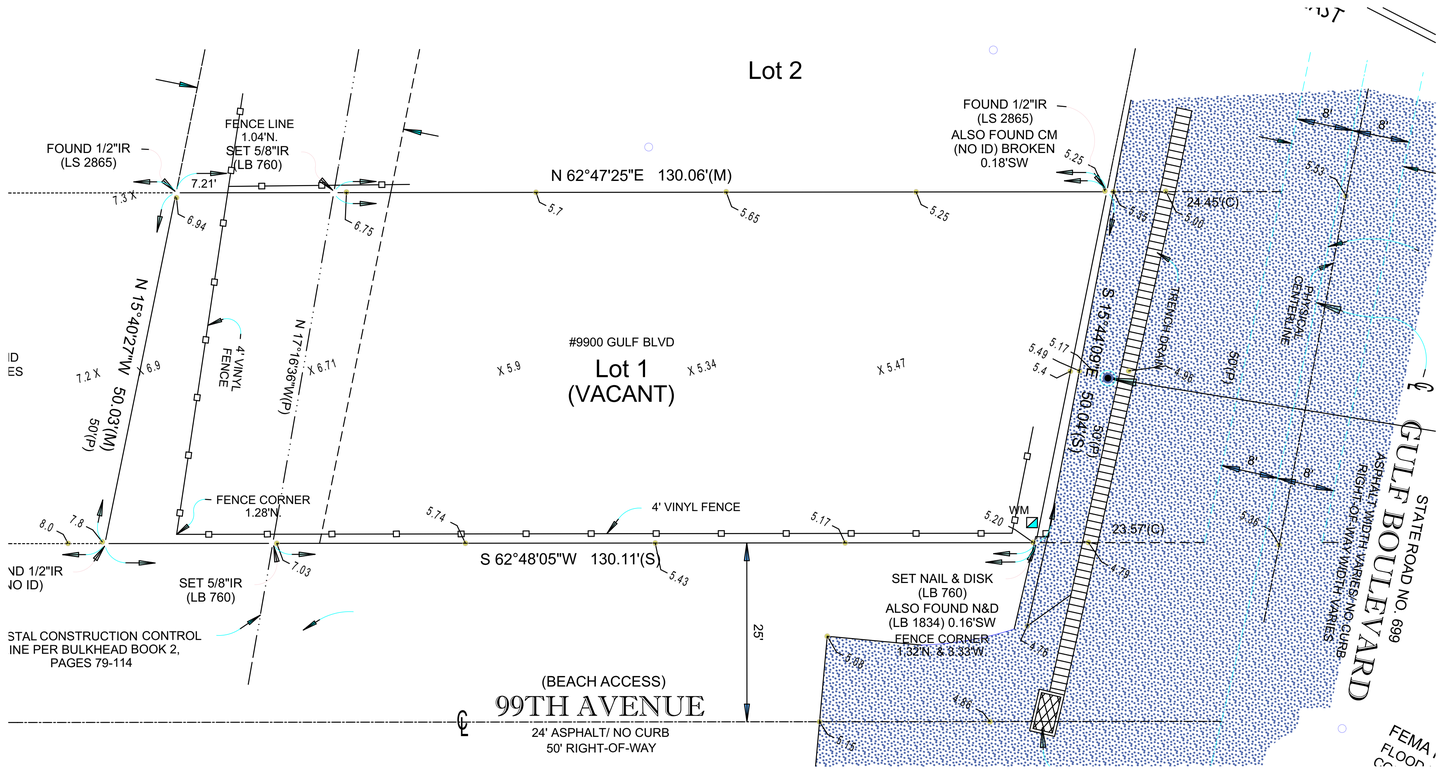
Job Number: 2012-05-1
Drawn: DS

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 FAX (727) 577-9932

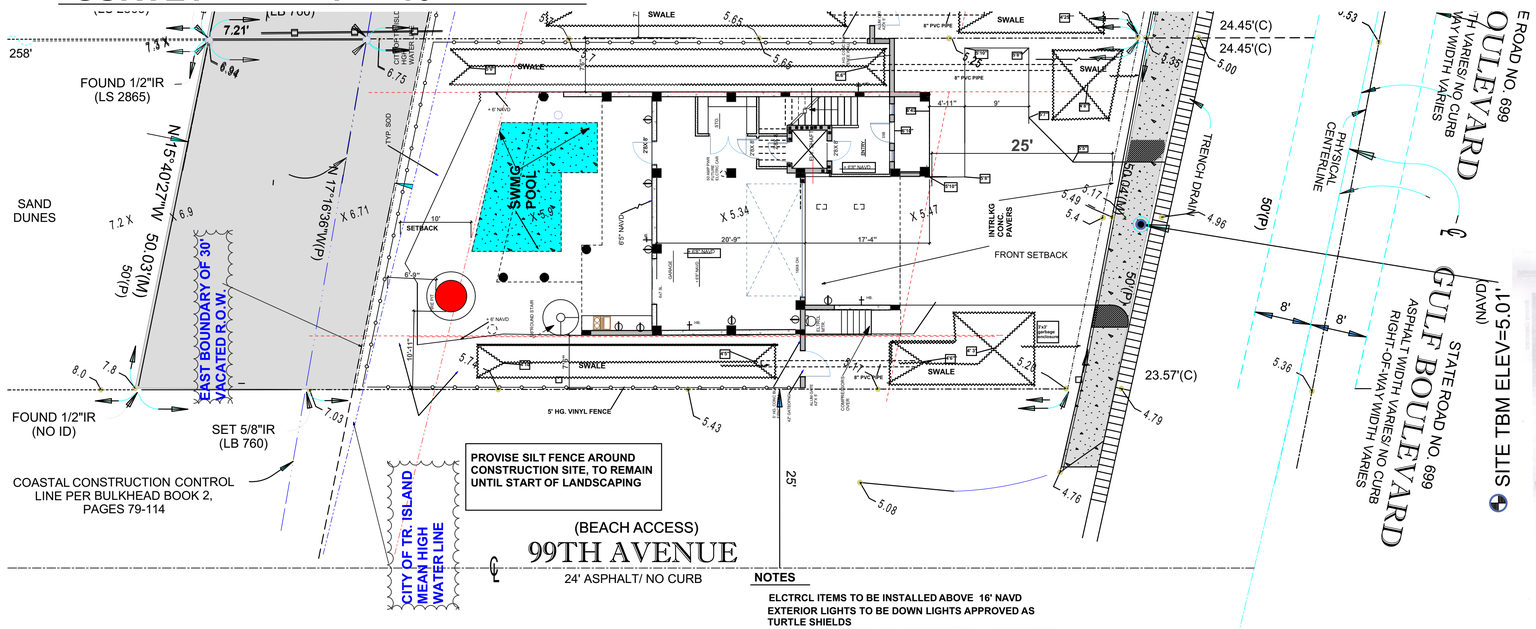
I hereby certify that the Survey represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
No. 4601
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760




## SURVEY 1" = 10'




NOTES

ELCTRCL ITEMS TO BE INSTALLED ABOVE 16' NAVD
EXTERIOR LIGHTS TO BE DOWN LIGHTS APPROVED AS TURTLE SHIELDS
WORK IN RIGHT OF WAY TO BE SUBMITTED AND PERMITTED BY FDOT
CONC. SIDEWAYS TO BE CONT. THRU DRIVEWAYS
CONTRACTOR TO OBTAIN UTILITY PERMITS FROM PINELLAS COUNTY AND CITY OF TREASURE ISLAND

## SITE PLAN 1" = 10'

# NAVINE BEACH 1 RESIDENCE
# 9900 GULF BLVD TREASURE ISLAND

## FLORIDA BUILDING CODES 2020

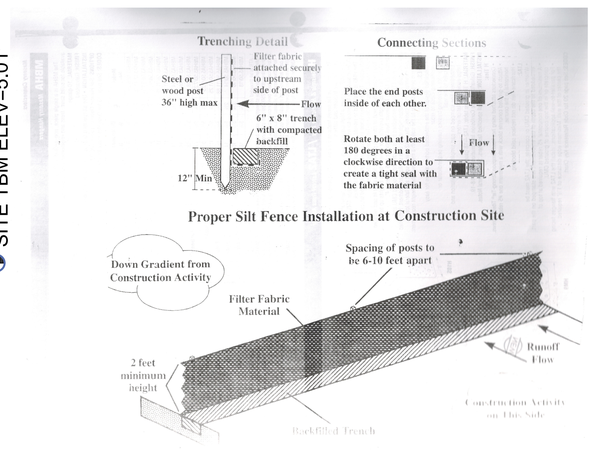
| | |
|---|---|
| EXPOSURE D | WIND SPEED 160 MILES PER HR. |
| RISK CATEGORY | II |
| ENCLOSURE | ENCLOSED |
| COMPLIANCE CODE | FLORIDA BUILDING CODES 2020 |

| | |
|---|---|
| A/C AREA GROUND FLOOR | 260 SFF |
| A/C AREA 2ND FLOOR | 1468 SF |
| A/C AREA 3RD FLOOR | 1564 SF |
| A/C 4TH FLOOR AREA | 1280 SF |
| TOTAL A/C AREA | 4312 SF |
| TOTAL DECK AREAS | 950 SF |
| GARAGE AREA | 576 SF |
| GROSS BUILDING AREA | 6460 SF |
| SITE AREA | 6337 SF |
| POOL DECK AREA | 1035 SF |
| DRIVEWAY AREA | 943 SF |
| TOTAL IMPERVIOUS AREA | 2854 SF |
| % IMPERVIOUS AREA | 45 % |

BLDG COVERAGE = 1780/6337 = 33.35%

## TABLE 0F CONTENTS


| | |
|---|---|
| A0 | COVER SHEET/ SITE PLAN |
| AL | LANDSCAPING PLAN |
| AG | GENERAL NOTES/ PRODUCT APPROVALS/ WIND CALC. |
| AS1 | FOUNDATION PLAN/ TYP. DETAILS |
| AS2 | 2ND, 3RD FLOORS FRAMING/ DETAILS |
| AS2.1 | 4TH AND ROOF FRAMING PLANS/ DETAILS |
| A 3 | TYP WALL SECTION/DETAILS/ NAILING SCHEDULE |
| A 4 | GROUND , 2ND FLOOR PLANS |
| A 5 | 3RD AND 4TH FLOOR PLANS |
| A 6 | ELEVATIONS |
| A 7 | HVAC LAYOUT PLANS |
| A 8 | ELECTRICAL LAYOUT PLANS |


## SILT FENCE DETAIL

SHEET# A 0 OF
DRAWN
SCALE
DATE
JOB #
PROJECT NAME NAVIN BEACH HOUSE 1
PROJECT ADDRESS 9900, GULF BLVD TR. ISL.
FOR
REVISIONS


MATTA ARCHITECT BUILDER 727-867-0630
ARCHITECT-REG # AA-COO1998 . LIC # AR- 0008695 . GENERAL CONTRACTOR-REG. # RG-00409B . LIC # C-2255
265 8TH AVENUE NORTH . TIERRA VERDE, FLORIDA,33715 . TELEPHONE(727) 867-0630 . FAX(727)867-0630

**AGENDA ITEM NO. I.2**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** November 7, 2023

**SUBMITTED BY:** Kathryn Younkin, Community Development

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** ITEMS OF BUSINESS

**SUBJECT:** Review Ordinance 2023-07 clarifying the regulations for docks by revising Sec. 69-32 Definitions" and Sec. 69-71 "Docks, Davits" Boat Lifts and Boats" and Sec. 69-91 "Procedure" of the City's Land Development Regulations and adding new section 69-55 "Exemptions".

**BACKGROUND:**

Comprehensive Plans and Land Development Regulations are the fundamental policy tools of municipalities. The current Land Development Regulations for docks specify regulations for an inside corner dock and references an Exhibit A. There are other types of lots that are found on the inside corner of canals and not shown on Exhibit A. The proposed ordinance defines these three types of inside corner lot docks in Sec. 69-32 and establishes locational and dimensional regulations for each of these three types in Sec. 69-71. In addition, the definitions of repair and replacement have been clarified in Sec, 69-32. The proposed ordinance 2023-07 also clarifies the purpose of the exhibit in Sec. 69-91 regarding variances.

Additionally, new 2023 Legislation created a process for review or exemption of floating boat lifts and floating vessel platforms and this has been incorporated into the proposed ordinance as well.

**POLICY/PURPOSE:** To clarify the Land Development Regulations by providing clarity.

**STRATEGIC PLAN RELEVANCE:** Financial and Economic Development Road Map
Goal 1: Foster a vibrant business community

Objective 2

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:**

There have been numerous interpretations over the years as to how inside corner lots are treated and what constitutes an inside corner lot. This ordinance clarifies these three different types of lots found at the inside corners of canals and creates regulations for permitting docks on these lots. These three types are:

- Dock, adjacent to an inside corner lot
- Dock, inside corner lot
- Dock, pie shaped corner lot

Setbacks, widths and lengths for these three types of docks are clarified. GIS studies looked at the three types of lots noted above, in order to ensure that clarifying these regulations would not create a large number of non-conforming docks. Using these studies, the proposed regulations appear to be consistent with the development pattern that has been approved in the past.

The other item that was clarified was the regulations regarding repair and replacement, these definitions were changed to more closely mirror the city regulations for non-conforming structures. While the regulations under DIVISION 4. - NONCONFORMING USES, Sec. 68-512 “Regulation” uses 50% of fair market value as the cut-off for restoration, as the appraisal of dock values is not a tool that is readily available to applicants, the proposal in the ordinance is to use a 50% threshold of the actual structure as the line between repair and replacement.

The LPA recommended approval of Resolution 2023-02 to move the above noted items in 2023-07 to the City Commission on August 17, 2023.

Subsequently language was added to the Ordinance to incorporate changes to Florida Statutes regarding “floating boat lifts” and “floating vessel platforms” and the regulatory requirements for these, which include exemptions as spelled out in a new Sec 69-55. Information was added as to how to calculate the number of multi-use private docks and to allow

| | |
|---|---|
| | the multi-use private docks previously allowed to be connected. |
| **FUNDING:** | Not applicable |
| **MOTION:** | I move to approve/deny Ordinance 2023-07, amending Chapter 69 “Marine Structures and Commercial Fishing”. |

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**ATTACHMENTS:**
Ordinance 2023-07 Marine Dock Definitions.pdf
Ordinance 2023-07 City of Treasure Island Business Impact Statement.pdf
2023 0817 Resolution 2023-02 Dock Regulations Final Signed.pdf

**ORDINANCE 2023-07**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 69-32 "DEFINITIONS" IN ORDER TO PROVIDE DEFINITIONS OF ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK FLOATING BOAT LIFT, FLOATING VESSEL PLATFORM, AND NATURAL DISASTER, AND TO MORE CLEARLY DEFINE REPAIR AND REPLACEMENT; BY CREATING SECTION 69-55 "EXEMPTIONS" TO EXEMPT CERTAIN STRUCTURES FROM PERMITTING REQUIREMENTS UNDER THIS ARTICLE PURSUANT TO THE FLORIDA STATUTES; BY REVISING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO CLARIFY DIMENSIONAL AND LOCATIONAL REGULATIONS FOR ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK AND TO CLARIFY REGULATIONS FOR REPAIR AND REPLACEMENT OF DOCKS; BY REVISING SECTION 69-91. "PROCEDURE" TO REFERENCE A CODIFIED EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Article II of Chapter 69 of the City Code of Ordinances ("Code"), entitled "Marine Structures and Commercial Fishing," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

**WHEREAS,** the references to Florida Statutes that are contained in Chapter 69 do not reflect the current statutory provisions and the reference needs to be corrected; and

**WHEREAS,** Section 69-32 does not address differing corner lots and is amended to provide clarity and definitions of inside corner lots, lots adjacent to inside corner lots, pie shaped corner lots in relation to dock construction and natural disasters; and

**WHEREAS**, section 403.813, Florida Statutes, exempts certain structures regulated under the Code from the City's permitting requirements; and

**WHEREAS,** the intent of the regulations of Section 69-71 are to identify the location and dimensional regulations of docks through its text and its exhibit entitled "Exhibit A Measurement and Dock Location Requirements" and it is amended to have its

text clearly explain the measurement and dock location requirements shown in Exhibit A; and

**WHEREAS,** pie shaped corner lots were not clearly provided for in Exhibit A and many properties have those type of lots so the City desires to adopt Exhibit B to clarify the measurement and dock location requirements for pie shaped corner lots in a manner that is consistent with historical permitting practices; and

**WHEREAS,** the definition of repairs and replacements are to be clarified to make those terms consists with the City's other regulations related to nonconforming structures; and

**WHEREAS,** Section 69-91 omits specific reference to a codified exhibit reference and the City desires to include the specific reference; and

**WHEREAS,** the Local Planning Agency met on August 17, 2023, and recommended approval of the following revisions to the Land Development Regulations; and

**WHEREAS,** the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to clarify various requirements in the Code; and

**WHEREAS,** the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

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

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

**SECTION 2.** That section 69-32 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-32. - 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:

*Boat* means any manmade item which floats and is designed to be propelled by oars, paddles, sail, motorized power or by any other means. Proof of title along with registration as a vessel in accordance with F.S. ch. 327 and 328 shall be required. Personal watercraft are exempted from consideration as a boat as defined herein.

*Boat lift* means a device for lifting boats out of the water for storage over the water. Boat lifts shall be inclusive of all four post lifts and service catwalks, but exclusive of davits where the davit base is not within the waters of the city.

*Catwalk* means a narrow dock with a minimum width of 24 inches and a maximum width of 36 inches.

*Commercial dock* means any dock which will be used in connection with or owned by a hotel, motel, restaurant, social or fraternal club or organization or commercial enterprise of any type whatsoever.

*Construction* means completely new work, repairs, replacements and extensions to existing structures, except that it shall not include the repair or replacement of decking, stringers, railings, lower landings or the patching or reinforcing of existing pilings on a private, commercial or multi-use private dock for which a permit was originally issued.

*Dock* means any structure, otherwise known as a pier, wharf or loading platform which is constructed on piling over open water or which is supported by floatation on the water.

*Dock, adjacent to an inside corner lot m*eans a dock located on a property immediately adjacent to an inside corner lot as depicted in Section 69-71 in Exhibit A – Lots 1 and 4. Generally adjacent to an inside corner lot docks occur in Isle of Capri.

*Dock, inside corner lot* means a dock located on a lot at the inside corner of a canal, where the property lines of the abutting properties at the waterfront, if extended into the water would meet at an angle of approximately 90 degrees as depicted in Section 69-71 in Exhibit A – Lot No. 3. Generally inside corner lot docks occur in Isle of Capri.

*Dock, pie shaped corner lot* means a dock located on a lot, where the property lines, if extended into the water would meet at a point within 200 feet of the waterfront property line as depicted in Section 69-71, Exhibit B1 and B2.

*Floating boat lift* means a boat lift that floats at all times in the water.

*Floating dock* means any dock supported by flotation devices and influenced by the daily ebb and flow of the tide. Incidental movement or the capability of movement upon water shall not preclude a structure from classification as a floating dock. Registration of the structure as a vessel in accordance with F.S. ch. 327 and 328 shall not preclude a structure from classification as a floating dock. This definition shall not apply to a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to chapter 403, Florida Statutes.

*Floating vessel platform* means a structure that floats at all times in the water and is used solely for the purpose of supporting a vessel so that the vessel is out of the water when not in use.

*Multi-use private dock* means any dock owned in common or used jointly by the residents of an apartment house (more than two units), condominium or cooperative apartment.

*Natural disaster* means an act of God, including but not limited to hurricane, lightening, storm tornado, flood, severe wave action.

*Permanent mooring* means the docking of a boat for in excess of 72 hours in any seven-day period. Any extension to this time period may be granted for extenuating circumstances by approval of the city manager.

*Personal watercraft* means any inboard powered vessel less than 16 feet in length which is propelled by a jet drive. It is designed to carry from one to three persons, and be operated by a person sitting, standing, or kneeling on the vessel, rather than the

conventional manner of sitting or standing inside the vessel. Its use is subject to all local, state and federal regulations governing the operation of powerboats of similar size.

*Private dock dwelling, single-family* means any dock which will be used by an individual owner, his family and friends, or means any single structure dock facility which provides dockage for a duplex type residential unit. This definition is not to include docks servicing zero lot line attached units. A private dock shall not be used for the production of income.

*Repair* means ~~the~~ replac~~ement~~ing ~~of~~ less than:

(1) 50 percent of the ~~The~~ piling or support system of a dock or lift;

(2) ~~More than 25~~ 50 percent of the dock surface area.

*Replacement* means ~~the~~ replacing more than:

(1) 50 percent or more of the pilings or support system of a dock or lift;

(2) 50 percent or more of the dock surface area.

*Seawall* means any hardening of the shore by the installation of a vertical wall where such structure is toed in within the waters of the city. This definition specifically excludes upland retaining walls located outside the waters of the city.

*Seawall line* means that line established by the city under authority of its charter.

*Service catwalk* means a structure on pilings over open water similar to a dock. The service catwalk shall be a minimum of two feet wide, a maximum of three feet wide and used solely in conjunction with a boat lift for servicing the boat and lift. This structure shall the considered part of the boat lift.

*Tiepoles* shall include dolphins or mooring poles which are placed to provide anchorage, mooring or space for a ship or boat.

*Work* means any project, activity, alteration, construction, maintenance, repair, placement or replacement of or with respect to any dock, dock related structure, or floating dock.

**SECTION 3.** That section 69-55 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby created to read as follows:

Sec. 69-55. - Exemptions.

(a) *Floating boat lifts*. Floating boat lifts that meet the statutory requirements of F.S. § 403.813(2)(s), as amended, are exempt from the permitting requirements of this article.

(b) *Floating vessel platforms*.

(1) Floating vessel platforms that meet the statutory requirements of F.S. § 403.813(2)(s), as amended, are exempt from the permitting requirements of this article provided the floating vessel platform owner has self-certified compliance with the statutory exemption criteria.

(2) Floating vessel platforms which must have a general permit pursuant to F.S. § 403.813, as amended, and do not qualify for the exemption in F.S. § 403.813(2)(s), and do not cause significant adverse impacts individually or cumulatively as defined by the Florida Department of Environmental Protection are exempt from the permitting

requirements of this article provided the structures are in compliance with their general permit.

(3) Regardless of subsections 1 and 2 above, floating vessel platforms attached to a bulkhead on a parcel of land where there is no other docking structure are required to have a permit that meets the requirements of section 69-71. All other floating vessel platforms that do not meet the criteria in subsections 1 or 2 above are required to have a permit meeting the requirements of section 69-71.

**SECTION 4.** That section 69-71 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-71. - Docks, davits, boat lifts and boats.

(a) *Maximum width, length and position of* docks*, davits, boat lifts and tiepoles.*

(1) Setbacks: All docks to be constructed on waterfront property of less than 60-foot frontage must be located so that no portion of the proposed dock is closer to either extended property line than one-third of the waterfront measurement. All docks to be constructed on waterfront property of more than 60-foot frontage must be located so that no portion of the proposed dock is less than 20 feet from either adjacent extended property line. ~~Docks~~ An inside corner lot dock and a pie shaped corner lot dock ~~located on waterfront property on the inside corner of a canal~~ may be located not closer than five feet from either adjacent extended property line. ~~The location of~~ An adjacent to an inside corner lot dock is prohibited from being located on 50% of the lot closest to the inside corner lot, including tiepoles.

(2) Width: All docks, not to include boatlifts and davits, shall be constructed so that the width of same shall not exceed 25 percent of the width of the property involved at the waterfront. Residential docks and boat lifts shall be limited to a combined maximum width of 35 feet. If more than one multi-use private dock is allowed on a property, the docks maybe combined so long as their combined width does not exceed the maximum allowable width of each individual dock.

Length: The length of all docks shall not exceed a maximum length of 50 feet, including tiepoles. An inside corner lot dock and an adjacent to an inside corner lot dock is limited to a length of half of the waterfront width. A pie shaped corner lot dock may not encroach into the extended property lines of abutting properties, or within 10-feet of the terminus of the extended property lines.

Catwalks: Catwalks shall have a minimum width of 24 inches and a maximum width of 36 inches.

(3) All davits and lifts shall comply with all setback and locational requirements of docks.

(4) All tiepoles shall be located within the extension of the side property lines, project not farther above the surface of the water than is reasonably necessary for their use, and in no case higher than ten feet above mean high water. Tiepoles shall be located no more than 50 feet from the seawall.

(5) Docks shall be constructed so that no portion of the deck projects above the level of the seawall cap more than 12 inches.

(6) The location of all inside corner lot docks and adjacent to an inside corner lot docks, including the measurements, limitations and restricted area in which docks are not permitted, shall be in accordance with the requirements of Exhibit A, attached hereto and incorporated herein, which, along with its locations, measurements, limitations and restricted area is incorporated in this Code. The location of all pie shaped corner lot docks, including the measurements, limitations and restricted area in which docks are not permitted, shall be in accordance with the requirements of Exhibits B1 and B2, attached hereto and incorporated herein, which, along with its locations, measurements, limitations and restricted area is incorporated in this Code.

(7) All docks, davits, lifts or tiepoles, as permitted, shall be located so as not to interfere with the riparian rights of adjacent properties.

(8) All boats and personal watercrafts moored at a private dock shall be located so as not to interfere with the riparian rights of adjacent properties.

(b) *Disrepair or dilapidated* docks. If any dock is permitted to fall into disrepair so as to become a dangerous structure involving risks to the safety and well-being of the community or individual members thereof, such structure must be either removed or ~~repaired~~ replaced as to conform with the requirements of these regulations. Repairs may be made to nonconforming docks and lifts.

(c) *Repair of* docks *damaged by natural disaster.* Dock owners shall be permitted to repair or replace docks that have been damaged by a natural disaster ~~(act of God, heavy winds and/or seas)~~ in the same configuration as the original permitted dock.

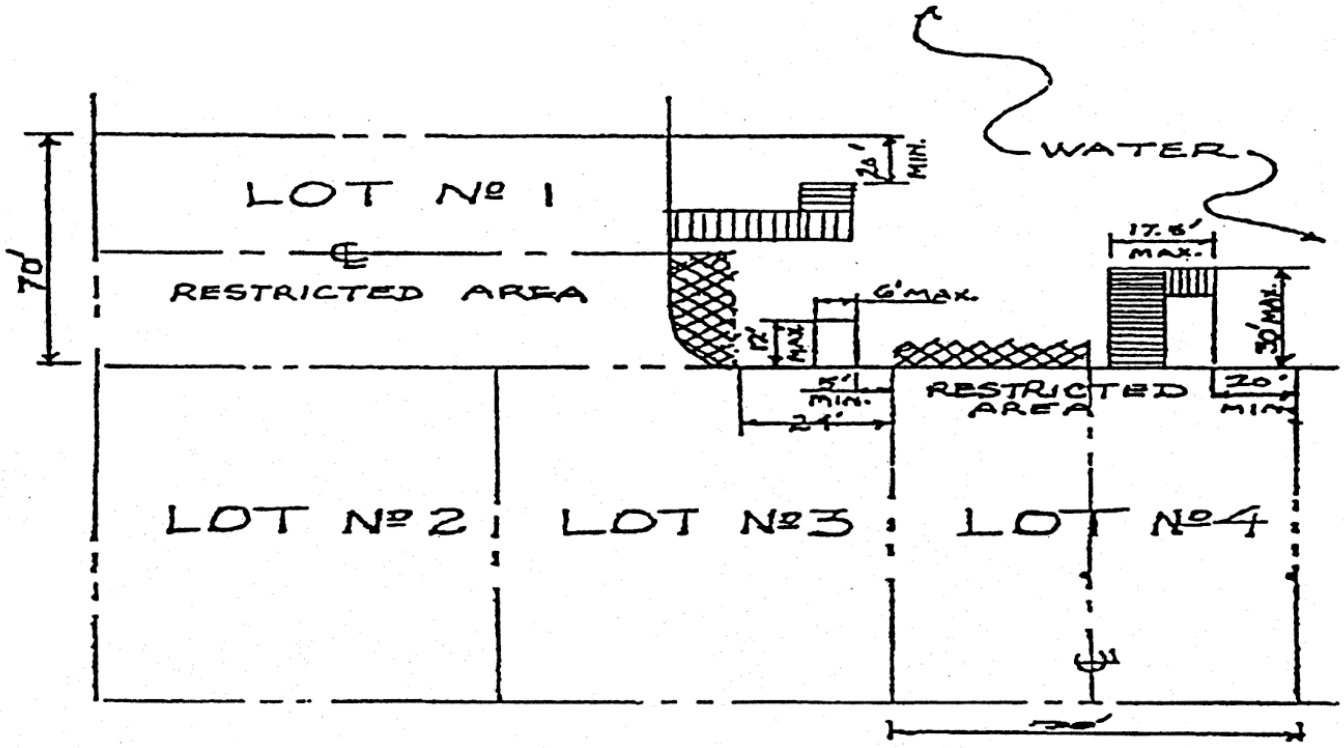
(d) *Number of* docks.

(1) *Private* docks. A private dock shall not be used to accommodate more than two boats for permanent mooring. No more than one dock structure shall be located at any dwelling, single-family, with the exception of service catwalks. Catwalks and service catwalks will be considered part of the private dock and shall be included in the width calculations for the total dock structure.

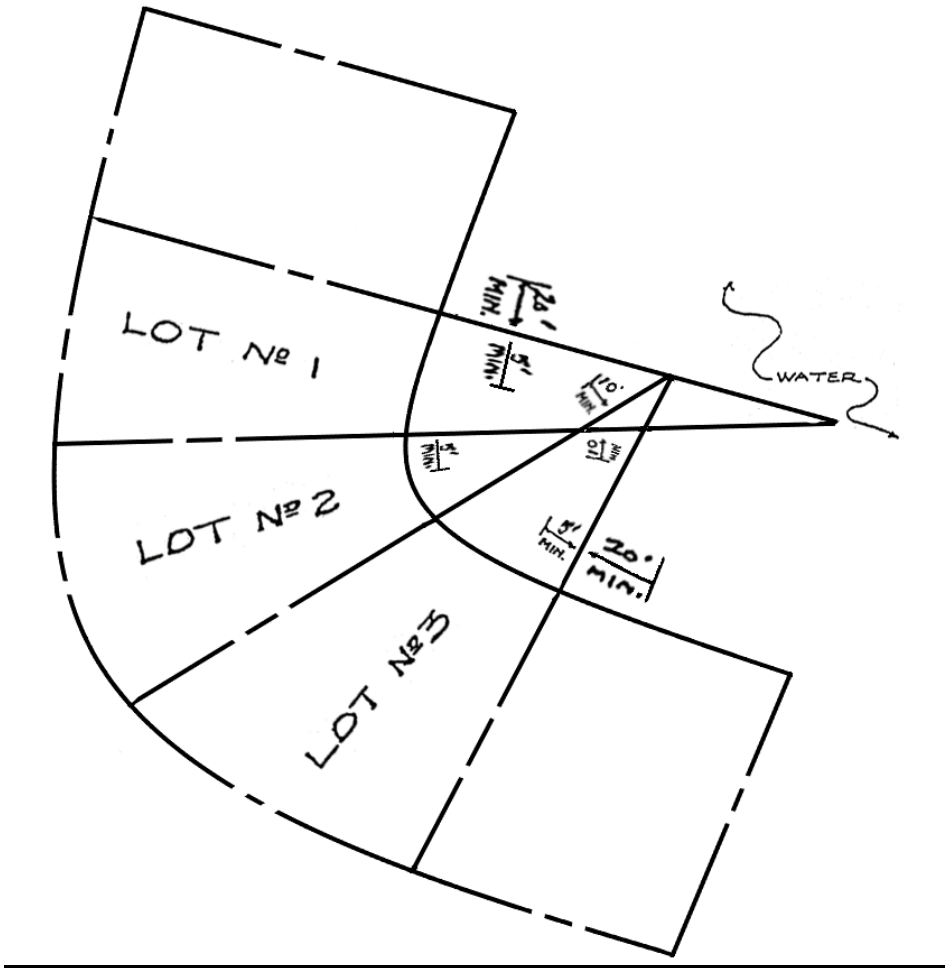
(2) *Multi-use private* docks. There shall be no more than one multi-use private dock for every two dwelling units.

(3) *Commercial* docks. The number of commercial docks shall be permitted by locational requirements.

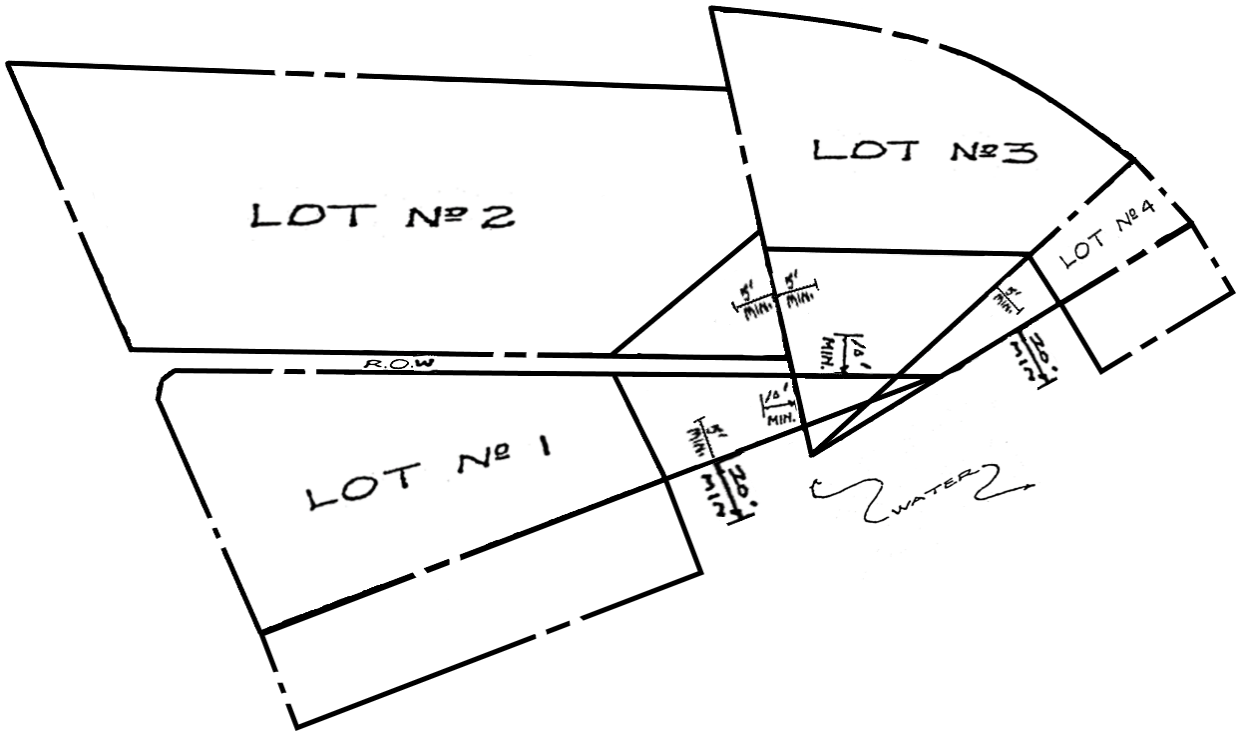
69-71. EXHIBIT A
MEASUREMENT AND
DOCK LOCATION REQUIREMENTS
INSIDE CORNER LOT DOCKS AND
ADJACENT TO AN INSIDE CORNER LOT DOCKS



69-71. EXHIBIT B1
MEASUREMENT AND
DOCK LOCATION REQUIREMENTS - PIE SHAPED CORNER LOT DOCKS



69-71. EXHIBIT B2
MEASUREMENT AND
DOCK LOCATION REQUIREMENTS - PIE SHAPED CORNER LOT DOCKS




---

**SECTION 5.** That section 69-91 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-91. - Procedure.

(a) Requests for variances from the requirements of this chapter shall be heard by the planning and zoning board. No variance may be granted unless the applicant establishes, by substantial competent evidence, that:

(1) A literal enforcement of the provisions of this article would result in extreme hardship due to the unique nature of the project and the applicant's property;

(2) The variance being sought to be granted is the minimum variance that will make possible the reasonable use of the applicant's property; and

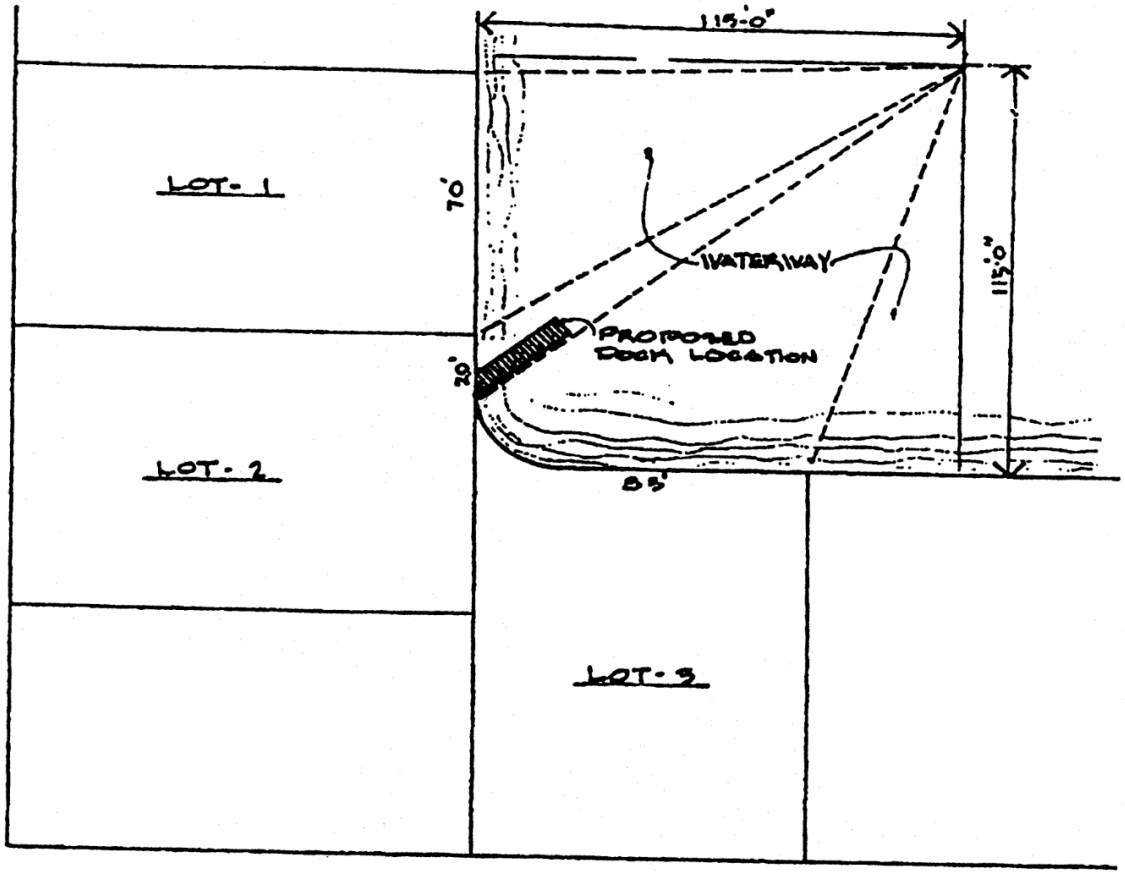
(3) The granting of the requested variance will be in harmony with the general intent and purpose of the chapter and will not be injurious to the area involved or otherwise detrimental or of adverse effect to the public interest and welfare.

(b) In granting any variance, the planning and zoning board may prescribe appropriate conditions and safeguards.

(c) The planning and zoning board shall prescribe a reasonable time limit not to exceed one year within which the action for which the variance is granted shall be initiated.
(d) Variances shall not be deemed to set precedence for other applications should they be either standard applications or those requiring variances.
(e) In no event shall the planning and zoning board grant variances permitting construction of structures which interfere with or violate the riparian rights of adjacent properties. See Exhibit "C" for limitation of variances for placement of inside corner lot docks. Calculations used in the example in Exhibit C:

Average Lot Width
Lot 1: 70'
Lot 3 = 85'
Total 155' divided by 2 = 76.5'
Length Projected
76.5' times 1.5 = 114.75, so rounds up to 115'

69-91. EXHIBIT C
VARIANCES FOR
INSIDE CORNER LOTS




| | |
|---|---|
| | ~~Average Lot Width~~ |
| | ~~Lot 1: 70'~~ |
| ---------- PROPERTY LINE | ~~Lot 3 = 85'~~ |
| PROJECTED INTO | ~~Total 155' divided by 2 = 76.5'~~ |
| WATERWAY | ~~Length Projected~~ |
| | ~~76.5' times 1.5 = 114.75, so rounds up to 115'~~ |

**SECTION 6. SEVERABILITY.**
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

**SECTION 7. CONFLICT.**
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

**SECTION 8. CODIFICATION.**
Sections 2-5 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

**SECTION 9. EFFECTIVE DATE.**
This Ordinance shall take effect immediately upon its final passage.

**FIRST READING and PUBLIC HEARING on the 7th day of November, 2023.**

**SECOND READING and PUBLIC HEARING on the __ day of ___, 2023.**

**PUBLISHED in the Tampa Bay Times on the __ day of ___, 2023.**

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of ____, 2023 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT OR ABSTAINING:**

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

**Approved as to form:**

_____
Jennifer R. Cowan, City Attorney

# City of Treasure Island
# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:
**ORDINANCE 2023-07**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING SECTION 69-32 "DEFINITIONS" IN ORDER TO PROVIDE DEFINITIONS OF ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK Floating boat lift, floating vessel platform, AND NATURAL DISASTER, AND TO MORE CLEARLY DEFINE REPAIR AND REPLACEMENT; BY CREATING SECTION 69-55 "EXEMPTIONS" TO EXEMPT CERTAIN STRUCTURES FROM PERMITTING REQUIREMENTS UNDER THIs Article PURSUANT TO THE FLORIDA STATUTES; BY REVISING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO CLARIFY DIMENSIONAL AND LOCATIONAL REGULATIONS FOR ADJACENT TO AN INSIDE CORNER LOT DOCK, INSIDE CORNER LOT DOCK, PIE SHAPED CORNER LOT DOCK AND TO CLARIFY REGULATIONS FOR REPAIR AND REPLACEMENT OF DOCKS; ; BY REVISING SECTION 69-91. "PROCEDURE" TO REFERENCE A CODIFIED EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, 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 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. 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).

Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation. Part II of Chapter 163 exempts ordinances related to land development regulation.

Chapter 69 is included within the Land Development Regulations of the City of Treasure Island.

In addition, the language and regulations related to “floating boat lifts” and “floating vessel platforms” are enacted to bring the city’s land development regulations in compliance with state statutes adopted in 2023.

**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):

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;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(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.

(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):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

**LOCAL PLANNING AGENCY**
**RESOLUTION NO. 2023-02**

**A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY REVISING ARTICLE II. - MARINE STRUCTURES SECTION 69-32 "DEFINITIONS" TO CLARIFY THE DESCRIPTIONS OF THREE TYPES OF DOCKS ON THE INSIDE CORNERS OF CANALS, AND THE DESCRIPTIONS OF REPAIR AND REPLACEMENT; AMENDING SECTION 69-71 "DOCKS, DAVITS, BOAT LIFTS AND BOATS" TO DEFINE SETBACKS, WIDTH AND LENGTH FOR THE THREE TYPES OF DOCKS; AND REVISING SECTION 69-91. "PROCEDURE" TO REFERENCE AN EXHIBIT AND CLARIFY THE CALCULATIONS OF THAT EXHIBIT.**

**WHEREAS,** Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

**WHEREAS,** Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

**WHEREAS,** on August 17, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

**WHEREAS,** on August 17, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2023-07 amending Chapter 69, Marine Structures and Commercial Fishing and has considered the information received at said public hearing; and

**WHEREAS,** on August 17, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2023-07 to the City Commission; and

**NOW, THEREFORE, BE IT RESOLVED** by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2023-07, with the recommendation to approve said amendments.

**PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 17th Day of August 2023.**

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

08-21-2023
Date

**AGENDA ITEM NO. I.3**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** November 7, 2023

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

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** ITEMS OF BUSINESS

**SUBJECT:**

First Reading of Ordinance 2023-19 Amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 from the undesignated General Fund fund balance for the repair and improvements of Tennis Courts at Treasure Bay of which will be partially funded from a United States Tennis Association grant

**BACKGROUND:**

Treasure Bay Golf and Tennis Facility sustained damage from Hurricane Ian in September 2022. The fence chain link, top rail and corner poles on tennis courts 9-10 were damaged. Staff filed a claim with FEMA, which is still open to date.

Staff applied to the USTA Florida Section Foundation for Hurricane Relief Assistance. On August 29, 2023, the city received a Funding Commitment for Hurricane Relief Assistance for the Treasure Bay Golf and Tennis Facility. The USTA Florida Section Foundation has committed up to $41,000 towards the restoration of Treasure Bay tennis courts as impacted by Hurricane Ian.

**POLICY/PURPOSE:**

To consider budget amendment for the repair and improvement of the tennis courts at Treasure Bay and to accept the Funding Commitment for Hurricane Relief Assistance for the Treasure Bay Golf and Tennis Facility from the United States Tennis Association (USTA) Florida Section Foundation in an amount up to $41,000 towards these repairs.

Also, to authorize the spending authority for the repair and

improvement to the Treasure Bay tennis courts to Superior Fence & Rail, Inc. in an amount not to exceed $57,900.

**STRATEGIC PLAN RELEVANCE:**

Community Road Map, OBJECTIVE 2: Promote Treasure Bay as a flagship waterfront recreation facility.

**ANALYSIS/DISCUSSION:**

FEMA requested that staff obtain quotes to repair the courts to its current standard and to provide a mitigated cost to increase the structural integrity of the tennis court fence. USTA also required these quotes for the grant application.

The difference between the standard and the mitigated repair is the distance between the poles. Poles on a tennis courts are typically 10 feet apart. The mitigated distance between the poles is five feet apart which reduces the weight of the fabric (chain link) throughout the fence structure.

Staff obtained quotes for the standard and mitigated repairs from Superior Fence & Rail, Inc. and David Nelson Construction Company.

Superior Fence & Rail, Inc.

- Standard Repair, $46,300
- Mitigated Repair, $57,900

David Nelson Construction Company

- Standard Repair, $69,410
- Mitigated Repair, $79,380

**FUNDING:**

A budget amendment is required to appropriate funds for the repair and improvement of the Treasure Bay tennis courts in the amount of $57,900 from the undesignated General Fund fund balance, which will partially off-set by the $41,000 from the USTA Hurricane Relief Assistance, leaving the remaining balance of $16,900 to come from fund balance.

Staff has requested that FEMA continue to consider reimbursement to the City for the remaining $16,900.

**MOTION:**

I move to approve Ordinance 2023-19 amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 for the repair and improvements of tennis courts at Treasure Bay from the undesignated fund balance, of which is partially funded by a United States Tennis Association grant in the amount of $41,000 at first reading and to schedule a second and final reading on November 21, 2023.

I move to approve and authorize the City Manager's purchase

authority in an amount not to exceed $57,900 for Superior Fence & Rail, Inc. for the repair and improvement for the tennis courts at Treasure Bay.

I move to accept the Funding Commitment for the Hurricane Relief Assistance from the United States Tennis Association in the amount of up to $41,000.

---

**ATTACHMENTS:**
ORDINANCE_2023-19 Tennis Court Repair and Improvement_Budget_Amendment__02613825_.docx
8-23-2023_City_of_Treasure_Island_Business_Impact_Statement__02572359-3_.docx
Hurricane Relief Commitment Letter Treasure Bay Golf and Tennis Facility 8.29.2023.pdf
Superior Fence Proposals revised.pdf

**ORDINANCE 2023-19**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2024 GENERAL FUND BUDGET TO APPROPRIATE $57,900 FOR THE REPAIR AND IMPROVEMENTS OF TENNIS COURTS AT TREASURE BAY FROM THE UNDESIGNATED FUND BALANCE, WHICH IS PARTCIALLY FUNDED BY A UNITED STATES TENNIS ASSOCIATION GRANT IN THE AMOUNT OF $41,000; PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Ordinance 2023-16, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2024; and

**WHEREAS,** the tennis courts at Treasure Bay were damaged from Hurricane Ian and will cost $57,900 to repair and improve the courts to mitigate against future wind damage;

**WHEREAS,** the City has been awarded a $41,000 grant from the US Tennis Association (USTA) for the repair and upgrade of our tennis amenities at Treasure Bay Golf & Tennis Center; and

**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 appropriate $57,900 from the General Fund undesignated fund balance to repair and improve the tennis courts, which the costs will be partially funded from a USTA grant for $41,000.

**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 General Fund budget for the City of Treasure Island, Florida for the fiscal year 2024, as adopted pursuant to Ordinance 2023-16, is hereby amended by appropriating $57,900 within the Recreation Program Budget from the undesignated fund balance ($16,900) and grant revenues ($41,000) to be used for the repair project.

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

| | | |
|---|---|---|
| <u>General Fund - Revenue</u> | | |
| USTA Grant | 001-332205 | $41,000 |
| Undesignated General Fund fund balance | | $16,900 |
| <u>General Fund - Expenses</u> | | |
| USTA Grant | 001-5722-52930 | $57,900 |

**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 ____ day of _____, 2023.**

**SECOND READING and PUBLIC HEARING on the ____ day of _____, 2023.**

**PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2023.**

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2023 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT OR ABSTAINING:**

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

# City of Treasure Island
# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference: **ORDINANCE 2023-19**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2024 GENERAL FUND BUDGET TO RECOGNIZE GRANT REVENUES AND APPROPRIATE $41,000 FOR THE REPAIR AND IMPROVEMENTS OF TENNIS COURTS AT TREASURE BAY; PROVIDING FOR SEVERABILITY; CONFLICT; 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. 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).

Amending the Fiscal Year 2024 General Fund Budget to appropriate $57,900 from the undesignated fund balance and to recognize partial funding from a United States Tennis Association Florida Section grant in the amount of $41,000 for the repair and improvements of tennis courts at the Treasure Bay Golf and Tennis Facility damaged by Hurricane Ian.

**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:

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;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(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.

(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):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

8/29/2023

Treasure Bay Golf and Tennis Facility
ATTN: Cathy Hayduke
10315 Paradise Blvd
Treasure Island, FL 33706

**Subject:** Funding Commitment for Hurricane Relief Assistance – ***Treasure Bay Golf and Tennis Facility***

Good day Cathy Hayduke,

We're pleased to provide this letter as a financial commitment from the USTA Florida Section Foundation to support Treasure Bay Golf and Tennis Facility request for Hurricane Relief assistance. The USTA Florida Section and USTA Florida Section Foundation recognizes the negative impacts natural disasters can have on the tennis eco-system in Florida. We're pleased to provide this assistance as you work to rebuild fencing that was damaged by Hurricane Ian.

The USTA Florida Section Foundation has voted to commit up to $41,000 towards the restoration of your tennis facility impacted by Hurricane Ian. These committed funds are *contingen*t upon the following terms and conditions:

1. Acceptance of the comments provided in the USTA technical review documents which met the quote for repairs of $40,885.
2. Submission of invoices to be paid and/or receipts of completed work in alignment with the approved scope of work.

Our team will be in touch soon to schedule a meeting to review these items and all next steps. Should you have any questions or concerns, please reach out to us.

The processing of funds will not occur until the above conditions have been completed to include documentation to verify all the conditions have been met. Ideally, we would plan to release reimbursement of expenses with receipts provided to you within the next three to six months or sooner. We can also work with your vendors to process the payment directly to them for the above conditions to be completed. However, we will not fund the project in advance of the conditions listed.

We are thrilled to support your efforts in restoring your facility to resume tennis programming for USTA Florida players. Together, we can promote and develop tennis for all while changing lives through tennis.

Sincerely,

*Jeffrey Lato*

Jeffrey Lato
Sr. Director of Section and Foundation Operations
USTA Florida Section
lato@ustaflorida.com

CC: Elizabeth DeConti, USTA Florida Section Foundation Board President

SUPERIOR FENCE&RAIL, INC.
Where Quality Matters!

# FENCE PROPOSAL

*September 13, 2023*

City of Treasure Island
Attn: Kevin
*Ph: 727-743-5599*
*Fax: kfairchild@mytreasureisland.org*
*Re:* 10315 Paradise Blvd.
*From Casey Valente Ph: 727-536-1905 Fax: 727-585-8500*

***We propose to furnish and install the following: $46,300.00***
*Remove 464 Lf of 10' high chain link fence.*
*Furnish and install 434LF of 10' tall Black chain link fence 30' of 4' high chain link including 1 4x4 gate, 2 10x4 single gates and 1 each 10 x 10' Double drive gate. Note: Posts 10' O.C. Top and Bottom Rail. Including 2 tapered sections.*

**Materials:**
BLACK
10' #9 Core #8 Ga. Finish Fused and bonded KK fabric
3" HT-40 Line posts
1 5/8" HT-40 Top and Bottom Rail
3" HT-40 terminal posts
Concrete

***Exclusions****: Permits, Installation of power to operators by others. Conduit with pull string by others and any long run low voltage wiring .Staking, grading, grounding, clearing, tax, liquidated damages, padlocks and signs. Add for P and P bond 2 ½%*

***Note:*** *Fence Proposal is to be made part of contract and is good for 15 days. Fence installation to be done with one mobilization, each additional mobilization will be charged at an additional lump sum of $250.00 each.*
*Spoils to be spread on site.*

*Thank you,*

*APROVED BY:* _____

*Casey Valente*

*DATE:* _____

*P.O.* _____

**1400 Starkey Rd**
**Largo, FL 33771**
**(727) 536-1905 - Phone (727) 585-8500 - Fax**
C-11069

SUPERIOR FENCE&RAIL, INC.
Where Quality Matters!

# FENCE PROPOSAL

*September 13, 2023*

City of Treasure Island
Attn: Kevin
*Ph: 727-743-5599*
*Fax: kfairchild@mytreasureisland.org*
*Re:* 10315 Paradise Blvd.
*From Casey Valente Ph: 727-536-1905 Fax: 727-585-8500*

***We propose to furnish and install the following*: $57,900.00**
*Remove 464 Lf of 10' high chain link fence.*
*Furnish and install 434LF of 10' tall Black chain link fence 30' of 4' high chain link including 1 4x4 gate, 2 10x4 single gates and 1 each 10 x 10' Double drive gate. Note: Posts 5' O.C. Top and Bottom Rail. Including 2 tapered sections.*

**Materials:**
BLACK
10' #9 Core #8 Ga. Finish Fused and bonded KK fabric
3" HT-40 Line posts
1 5/8" HT-40 Top and Bottom Rail
3" HT-40 terminal posts
Concrete
***Exclusions**: Permits, Installation of power to operators by others. Conduit with pull string by others and any long run low voltage wiring .Staking, grading, grounding, clearing, tax, liquidated damages, padlocks and signs. Add for P and P bond 2 ½%*

***Note:** Fence Proposal is to be made part of contract and is good for 15 days. Fence installation to be done with one mobilization, each additional mobilization will be charged at an additional lump sum of $250.00 each.*
*Spoils to be spread on site.*

*Thank you,*

*APROVED BY:* _____

*Casey Valente*

*DATE:* _____

*P.O.* _____

**1400 Starkey Rd**
**Largo, FL 33771**
**(727) 536-1905 - Phone (727) 585-8500 - Fax**
C-11069

**AGENDA ITEM NO. I.4**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Cathy Hayduke, Parks & Recreation |
| **ITEM TYPE:** | Contracts |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 15th annual Sanding Ovations presents *It's About Time* |
| **BACKGROUND:** | Elite Events are a major driver of tourism to the area for both locals and visitors, benefiting both Pinellas County and the City of Treasure Island. To continue promoting tourism and funding events, the Pinellas County Board of County Commission developed this Elite Events Funding Program.<br><br>Since 2018, the City of Treasure Island has received the Visit St. Petersburg/Clearwater Elite Event Funding for Sanding Ovations. In past years, the funding amount was $25,000; however, this year the Tourist Development Council (TDC) voted to fund the event in an amount up to $75,000. |
| **POLICY/PURPOSE:** | Commission approval is required to authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 15th annual Sanding Ovations presents *It's About Time* event. |
| **STRATEGIC PLAN RELEVANCE:** | Community Road Map. GOAL 1, Promote a socially connected community through implementation of the Master Park Plan; OBJECTIVE 3: Expand programming opportunities and unique community events; BOLD ACTION 2: Highlight family friendly and sustainability-focused events. |
| **ANALYSIS/DISCUSSION:** | Elite Events are a major driver of tourism to the area for both locals and visitors, benefiting both Pinellas County and the City of Treasure Island. Visit St. Petersburg/Clearwater is a valued |

partner for the annual Sanding Ovations providing marketing and operational funding to continue to grow the event.

**FUNDING:**

Funds for Sanding Ovations are budgeted in Fiscal Year 2024 Parks and Recreation Administration Community Events, 001-5720-49900 and Contractual Service 001-5720-34000 accounts. Sponsorships and revenues from vendor fees, bar operations, merchandise sales and parking offset the cost of the event.

Visit St. Pete Clearwater agrees to pay to the City of Treasure Island the sum of Twenty-Five Thousand Dollars ($25,000.00) for Sponsorship benefits and up to the sum of Fifty Thousand Dollars ($50,000.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars ($75,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with Sanding Ovations.

Visit St. Petersburg/Clearwater (VSPC) will reimburse the marketing and advertising expenditures upon submittal of documentation including vendor invoices and promotional/campaign documents that support the event marketing plan. The funds are payable to the City within forty-five (45) calendar days after the event.

**MOTION:**

I move to approve and authorize the City Manager to execute the Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 15th annual Sanding Ovations presents *It's About Time* event.

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**ATTACHMENTS:**
FY24 Elite Event - 15th Annual Sanding Ovations Agreement.pdf

# TOURISM PROMOTION AGREEMENT

15th Annual Sanding Ovations

**THIS AGREEMENT** is made and entered into as of the _____ day of _____, 2023 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of Visit St. Petersburg/Clearwater ("VSPC"), and the City of Treasure Island, a municipality ("Event Organizer") (collectively, the "Parties," or individually, a "Party").

**WITNESSETH:**

**WHEREAS,** in accordance with Section 118-32, Pinellas County Code, and Section 125.0104(5)(a)2., Florida Statutes, VSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of its main purposes the attraction of tourists; and

**WHEREAS,** the County, on behalf of VSPC, agrees to provide Tourist Development Tax funding for the 15th Annual Sanding Ovations to be held November 16-19, 2023 ("Event"), organized and operated by the Event Organizer to promote Pinellas County tourism as described in the promotion program as defined herein.

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

1. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect through May 19, 2024, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Twenty-Five Thousand Dollars ($25,000.00) for Sponsorship benefits and up to the sum of Fifty Thousand Dollars ($50,000.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars ($75,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A attached hereto and made a part hereof ("Promotion Program"). The County shall pay the funding herein in accordance with the following:

A. Marketing and Advertising expenditures shall be paid on a reimbursement basis upon submittal of required documentation to the County which shall include a copy of subcontractor/vendor invoices that support the marketing plan attached hereto as Exhibit B for which Event Organizer is seeking reimbursement, as well as other such documentation as required by VSPC.

B. The funding herein shall be due and payable within forty-five (45) calendar days of Event completion, upon Event Organizer submitting an invoice with all documentation required in Section 2.A and 2.H. at the address set out in Section 4.



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Initials

C. Payment shall be made by the County to the Event Organizer in accordance with §218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act."

D. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, voluntary action or non-voluntary mandates; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or ceases or suspends its operations for any reason, then any sums not paid or disbursed to the Event Organizer are hereby deobligated, and shall not be paid unless this Agreement is amended in writing by mutual agreement of the Parties expressly authorizing payment of the funding herein on the revised terms as provided in said amendment. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above post a fully executed funding agreement but pre-event, the Event Organizer shall either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses minus any value received by County up until cancellation as determined by VSPC staff; or 2) seek reimbursement for allowable marketing deliverables per the agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event and to the extent of value received by County as determined by VSPC staff.

E. The Event Organizer shall repay the County for all illegal or unlawful expenditures of the funding herein, or for expenditures made by The Event Organizer in breach of any covenant, term or condition of this Agreement, including illegal, unlawful, and/or unauthorized expenditures discovered after the expiration of the term.

F. The Event Organizer shall provide immediate written notice to VSPC if the Event is cancelled, rescheduled, or the scope of the Event is substantially changed from the Event as described in Event Organizer's funding request.

G. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VSPC, or his designee.

H. The Event Organizer shall provide a written final report to VSPC within forty-five (45) calendar days of Event completion, which at a minimum shall include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and shall specify attendance at the Event and room nights generated by the Event in Pinellas County, the methodology used for computing the room nights which methodology must be documentable, supportable, and calculated in compliance with tourism market and research analysis industry standards, and such other information as required by VSPC. Failure to submit the report as required shall disqualify the Event Organizer from being eligible for funding in future years.

3. A. The Event Organizer shall organize, manage, operate and/or conduct the programs, activities, and events, and be solely responsible for all costs and expenses related to the Event.

B. The Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event and agrees to use its



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Initials

best efforts to organize, manage, operate and conduct the Event in a professional manner, calculated to create a quality, pleasant, enjoyable experience for all participants.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated herein shall be each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports shall be sent to the attention of each Party's contact person by U.S. mail, postage prepaid, or email to the Parties' addresses as set forth below:

| For the County: | For the Event Organizer: |
|---|---|
| Craig Campbell, Director | Cathy Hayduke |
| Community & Brand Engagement | Parks and Recreation Director |
| Visit St. Petersburg/Clearwater | City of Treasure Island |
| 8200 Bryan Dairy Rd., Suite 200 | 120 108th Ave. |
| Largo, FL 33777 | Treasure Island, FL 33706 |
| Craig@VisitSPC.com | Chayduke@mytreasureisland.org |

Any changes to the above representatives or addresses must be provided to the other Party in writing.

5. A. The County reserves the right to terminate this Agreement, without cause, by giving fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the event postponed as provided herein, Event Organizer shall only be entitled to reimbursement of actual costs for goods and/or services received by County from Event Organizer up until the date of postponement or termination of this Agreement, as determined by VSPC staff. Reimbursement shall be based upon submittal and receipt of all supporting, appropriate documentation for such costs.

B. The failure of either Party to comply with any material provisions of this Agreement shall be considered in breach thereof, and shall be cause for immediate termination of the Agreement upon written notice to the defaulting Party.

C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay for any promotion benefits provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

6. A. The Event Organizer shall, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Event Organizer shall maintain all such records and documents for at least three (3) years following termination of the Agreement, including but not limited to all documents in support of the Event



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Initials

Organizer's funding application and post event reporting, in accordance with the Retention Schedule as put forth by the Florida Department of State.

B. The County through VSPC or VSPC's vendor, has the right to perform on-site surveys during the Event for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination.

7. A. Neither the County nor the Event Organizer shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor the Event Organizer shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Event Organizer of its business, whether caused by the Event Organizer's negligence or willful action or failure to act.

B. The County recognizes the Event Organizer is a tax exempt entity. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon the Event Organizer or the Event Organizer's assets, or upon the County in connection with services performed or business conducted by the Event Organizer. Payment of all such taxes and liabilities shall be the responsibility of the Event Organizer.

C. To the extent provided by law and without waiving sovereign immunity, the Event Organizer shall indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the Event Organizer; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Event Organizer or an extension of the Event Organizer's liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes.

8. A. Any Event Organizer receiving funding hereunder, shall conduct the Event in compliance with all applicable federal, state and local laws.

B. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.



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Initials

D. In carrying out this Agreement, The Event Organizer shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 2.D, 2.E., 6.A., and 7.A., B. and C. shall survive the expiration of the term or termination of this Agreement.

I. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

J. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Event Organizer agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

10. By signing this Agreement as provided below, Signer attests to all of the following:

A. Signer has the legal authority to enter into the Agreement on behalf of the Applicant organization;

B. Signer is not deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party, including signer's employer, as a result of this funding award; and



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Initials

C. Signer is not aware of any other third party deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party as a result of this funding award.

**IN WITNESS WHEREOF,** the Parties herein have executed this Agreement on the day and year first above written.

**PINELLAS COUNTY, FLORIDA**
by and through its County Administrator

By: _____
Barry A. Burton

**CITY OF TREASURE ISLAND**

By: _____
Amy Davis, City Manager

[Corporate Seal]



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Initials

**Pinellas County TDC Elite Event Funding FY24**
**Benefits & Deliverables**
**Exhibit A**

**Event Name: 15th Annual Sanding Ovations ("Event")**
**Event Dates: November 16-19, 2023 with an Encore Weekend November 25-26, 2023**
**Marketing & Advertising Up To Funding Amount: $50,000**
**Sponsorship Contribution: $25,000**
**Total Contribution: $75,000**

I. VSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:

A. Official Designation Status
   i. Presenting Sponsor of the Event.

B. Marketing & Advertising Benefits
   i. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VSPC will reimburse Event up to the sum of $50,000 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3rd party invoice(s) that support the marketing plan, as well as other such documentation as required by VSPC.

C. Sponsorship Benefits
   i. Logo Placements
      a. VSPC logo prominently displayed on Event sponsor sand sculpture to be displayed from November 16, 2023 through January 7, 2024.
      b. VSPC logo prominently displayed on all marketing and promotional materials produced by Event, including but not limited to: press releases, fliers, brochures, print advertisements, and television. VSPC to be mentioned in radio ads.
   ii. Digital & Media Benefits
      a. VSPC identified as the Event Presenting Sponsor with VSPC logo and link to VSPC website on both the Event and City of Treasure Island websites.
      b. Inclusion in a minimum of two (2) dedicated social media posts promoting VSPC (content to be provided by VSPC).
      c. Inclusion in a minimum of two (2) dedicated email blasts promoting VSPC to Event database (content to be provided by VSPC).
   iii. Event Onsite Benefits
      a. Opportunity for 20 x 20 display space to distribute destination marketing materials and activate a game area for corn hole, ring toss and other related activities. VSPC permitted to utilize a mobile street team to engage attendees throughout the Event grounds.
      b. Opportunity to display other VSPC assets, such as Welcome Truss.
      c. VSPC logo prominently displayed on main stage signage.



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Initials

d. Six (6) public address announcements per Event day (content to be provided by VSPC).
e. Opportunity for VSPC representative to address attendees and welcome artists to the stage.
f. Opportunity to provide signage and promotional items in the VIP/Sponsor Tent.

iv. Additional Benefits
a. Event to provide Tickets or Sponsor Passes for VSPC invited clients and promotional use:
I. Twenty (20) passes to the VIP/Sponsor Tent.
II. Ten (10) Parking Passes per day at specified city public parking lots, if available.
b. Event to provide the following to VSPC working staff, which includes but is not limited to brand ambassadors, street teams, media and photographers if requested by VSPC and at no cost to VSPC:
I. Worker passes/credentials with appropriate access (all-access for VSPC media and photographers).
II. Parking passes.
III. Meals under the event's volunteer program, if available.
IV. Water and ice.
V. Electrical Power (requirements TBD) to VSPC display booths.



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Initials

**EXHIBIT C_ELITE EVENT PROPOSED MARKETING & ADVERTISING PLAN**

| | | | | | Media Exposure | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Media Category** | **Media Vendor/ Partner** | **Market** | **Media Placement Timing** | **Media Placement Detail** | **Broadcast Impressions TV/Radio** | **Outdoor Impressions** | **Print Circulation Magazine/Newspaper** | **Digital Impressions Banners, Website, Email** | **Social Media Impressions** | ***Other* Media Category Impressions** | **Media Cost (NET to Vendor)** | **Media Cost (IN-KIND)** |
| Print | Tampa Bay Beaches 2023 Visitors Guide | 5 Florida Welcome Centers &2 local Visitor Centers | 2023-2924 | 6.25x4.5, full color ad | | | 40, 000+ digital distribution | | | | $ 1,050.00 | |
| Print | Tampa Bay Lightning 30th Anniversary Souvenir Yearbook | Amalie Arena -Tampa Bay Lightning Home Games | 2022-23 Season | Eighth Page, 4 color ad | | | 100,000+ | | | | $ 2,750.00 | |
| Radio-Streaming-Digital | iHeart Radio | Tampa - Orlando | 11/6-19/23 | Tampa Mix 100.7; Orkando Magic 107.7 30-second spots (10)morning; (10) weekend; (15) evening | Tampa, 877,100 Orlando, 709,100 | | | 38,470 + | | | $ 15,000.00 | |
| Print - Digital | Tampa Bay Times | Tampa | 11/10-11/24/23 | TBT Weekend 3x4.75, 4 color ad & Tampabay.com | | | 90,000 | 50,000 + | | | $ 3,000.00 | $ 3,000.00 |
| Social Media | Facebook | Targeted Markets | July through December 2023 | Promotional Posts and Video | | | | 40,000 + | 300,000 + | | $ 2,000.00 | |
| Email - Social Media - Digital | Munchkin Fun (Family Publication) | Targeted Markets | November 11/1-11/24/23 | Dedicated Email; Newsletter/Website Display Ad, Social Media Posts, Website - Featured Calendar Listing | | | | 45,000+ Tampa and 75,000 + Jacksonville and Central Florida | 45,000+ Tampa and 75,000 + Jacksonville and Central Florida | | $ 2,500.00 | |
| Print | LocaliQ | Jacksonville - Daytona Beach -Lakeland - sarasota | 11/4-5/23 - 11/11-12/23 - 11/18-19/23 | 1/8 Page, full color | | | 500,000 + | | | Print | $ 3,500.00 | |
| Print | Tampa Bay Newspapers TBN | Pinellas County | Late October, 2023 | Welcome BackIssue, 1/8 page ad with free article | | | 87,000 | | | | $ 500.00 | |
| Print - Digital - eNewsletter | Watermark | Tampa - Orlando | 10/20/23-11/24/23 | Global Digital Ad 728x90 pixels; Weekly eNewsletter, 1/2 pagead- print | | | 50,000 + | 50,000 + | 50,000 + | | $ 2,250.00 | |
| Television - Streaming | Spectrum News - Bay News 9 | Pinellas - Hillsborough -Pasco - Citrus - Sarasota - Manatee - Orlando | 11/1/23-11/24/23 | Commercials | 439K households 9.7M hours viewed (per month) | | | | | | $ 18,000.00 | |
| Television - Radio | CMG - COX | Tampa - Atlanta - Jacksonville - Orlando | 11/1/23-11/24/23 | Radio, 30 second spots & Commercials | 700,000 + | | | | | | $ 25,000.00 | |
| Print - Digital | Orlando Sentinel | Orlando | November -Sundays Travel Feature Section and Weekend Feature | 1/8 page full color print ad and five didhital ads on Orlanfosentinel.com | | | 165,000 | 100,000 + | | | $ 3,900.00 | |
| | | | | | | | | | | | **$ 79,450.00** | **$ 3,000.00** |

**Note: Media plan input document <u>MUST INCLUDE</u> - Vendor, Market, Timing, Placement Detail, Impressions by Placement Type, Total Net Spending**

**AGENDA ITEM NO. I.5**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Mike Helfrich, Public Works |
| **ITEM TYPE:** | Contracts |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Authorize the Purchase of Engineering Design Services for the Kingfish Park Seawall and Abutment Repair in the amount of $120,000 to Hardesty and Hanover, Inc. |
| **BACKGROUND:** | Kingfish Park was constructed in the late 1960's when the old John's Pass Bridge was deconstructed. Kingfish Park was built using the old bridge abutment as the foundation for the park. This park has been a resident and tourist fishing spot for several generations and is an important piece of Treasure Island history.<br><br>Approximately 10 to 12 years ago some repairs were made to the park due to erosion and undermining of the abutment structure holding the park together. Flowable fill was used as a fix, however, it was not a permanent fix. At this time, the city has closed the park due to the unsafe condition of the park. The age of the abatement made worse by the recent storms have damaged the foundation of the park and the concrete cap is collapsing. Currently, we have had the access blocked off for several months now for safety reasons.<br><br>For Current Condition Pictures, see attached.<br><br>Hardesty & Hanover, Inc. is one of our Contracted Engineering Design firms. |
| **POLICY/PURPOSE:** | The purpose of this item is to request purchase authority in the total amount $120,000 for engineering design and exploratory services to Hardesty and Hanover, Inc. |
| **STRATEGIC PLAN** | Goal 1: Protect City assets to sustain the future of Treasure |

**RELEVANCE:** Island.
Objective 1: Assess status, and maintain City-owned infrastruct
roads and buildings)

**ANALYSIS/DISCUSSION:** The overall purpose of this design is to install a bulkhead around the Kingfish Park to stabilize the area due to erosion and deterioration of the old John's Pass Bridge abutment. The suggested amenities for the new Kingfish Park are as follows:

- Dock Fillet Table with potable water
- Low height turtle friendly lights
- Decorative wall with environmental education art for privacy and light reduction towards nearby condominium buildings
- Decorative deck and Pavilion
- Cantilever fish deck
- Water Taxi landing

The City has prepared a legislative request to fund the consontruct the abutment repair (not to include design) and the above referenced amenities to promote the park as an assessible park that provides for water interaction as well as provide for amenities that promote both fishing and environmental education through the addition of a decorative art wall.

The design process will include the following:

Survey
- Survey entire perimeter
- Prepare topographic survey

SUE
- Identify and locate utilities in the park

Geotech
- Borings to be used in design of new bulkhead

Develop Bulkhead Repair Plans
- Develop details for new steel sheet pile wall and concrete bulkhead cap
- Prepare documentation for permit application
- Develop rubble rip rap details

Prepare Site Plans
- Incorporate previously identified amenities into contract plans
- Prepare project specifications

Pedestrian Lighting
- Select low level pedestrian lighting
- Coordinate power service with local utility
- Prepare lighting plans

Permits

- Meet with permitting agencies
- Prepare permit applications

Develop Concepts for a potential future Water Taxi Landing

- Identify potential locations for new Water Taxi landing
- Identify constraints for each potential location

Develop construction costs

- 30%
- 60%
- 90%
- Prior to bid.

Anticipated Schedule

| | | |
|---|---|---|
| • Notice to Proceed | | 11/8/23 |
| • Survey/SUE | 2 weeks | 12/12/23 |
| • Geotech | 2 weeks | 12/1/23 |
| • Site Visit | 2 weeks | 11/22/23 |
| • 60% Presentation | 8 weeks | 3/5/24 |
| • 90% Design Plans | 16 weeks | 5/28/24 |
| • Permit | 22 weeks | 6/18/24 |
| • Construction Bid | | |

**FUNDING:** Funding for this project is in the Infrastructure Program 001-5410-63000

**MOTION:** I move that the City Commission approve / deny Work Order Initiation and Authorization Form for the engineering design services for Kingfish Park Seawall and Abutment Repair to Hardesty and Hanover, Inc. and authorize the City Manager's purchase authority related to this Work Order Initiation and Authorization Form in an amount not to exceed $120,000.

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**ATTACHMENTS:**
Kingfish Park Seawal and Abuteman Photosf 11 07 2023.docx
H&H Work Authorization.pdf











**CITY OF TREASURE ISLAND, FLORIDA**
**DEPARTMENT OF PUBLIC WORKS**
**WORK ORDER INITIATION AND AUTHORIZATION FORM**
**Revision Number __**

Submittal Date: 11/07/2023 CTI Contract Number: 18-19-07-1.1
Consultant: Hardesty & Hanover, Inc

PROJECT TITLE

Engineering Design Services for the Kingfish Park Seawall and Abutment Repair

SCOPE OF WORK

The design process will include the following:

**Survey**
- Survey entire perimeter
- Prepare topographic survey

**SUE**
- Identify and locate utilities in the park

**Geotech**
- Borings to be used in design of new bulkhead

**Develop Bulkhead Repair Plans**
- Develop details for new steel sheet pile wall and concrete bulkhead cap
- Prepare documentation for permit application
- Develop rubble rip rap details

**Prepare Site Plans**
- Incorporate previously identified amenities into contract plans
- Prepare project specifications

**Pedestrian Lighting**
- Select low level pedestrian lighting
- Coordinate power service with local utility
- Prepare lighting plans

**Permits**
- Meet with permitting agencies
- Prepare permit applications

**Develop Concepts for Water Taxi Landing**
- Identify potential locations for new Water Taxi landing
- Identify constraints for each potential location

**Develop construction costs**
- 30%
- 60%
- 90%
- Prior to bid.

PROJECT GOALS

The overall purpose of this design is to install a bulkhead around the Kingfish Park to stabilize the area due to erosion and deterioration of the old John's Pass Bridge abutment. The suggested amenities for the new Kingfish Park are as follows:

Dock fillet table with potable water
Low height turtle friendly lights
Decorative wall for privacy and light reduction towards the condominium

**CITY OF TREASURE ISLAND, FLORIDA**
**DEPARTMENT OF PUBLIC WORKS**
**WORK ORDER INITIATION AND AUTHORIZATION FORM**
**Revision Number __**

Submittal Date: 11/07/2023 CTI Contract Number: 18-19-07-1.1
Consultant: Hardesty & Hanover, Inc

Decorative deck and Pavilion
Cantilever fish deck
Water Taxi landing

BUDGET

Total Work Authorization Budget: $120,000

SCHEDULE

Project specific:
Anticipated Schedule

- Notice to Proceed 11/8/23
- Survey/SUE 2 weeks 12/12/23
- Geotech 2 weeks 12/1/23
- Site Visit 2 weeks 11/22/23
- 60% Presentation 8 weeks 3/5/24
- 90% Design Plans 16 weeks 5/28/24
- Permit 22 weeks 6/18/24
- Bid

STAFF ASSIGNMENTS

Jim Englert, PE – Project Manager

SPECIAL CONSIDERATIONS

Infrastructure Program

PREPARED BY:

James W Englert 2023.10.31 15:03:11-04'00'

Date

Jim Englert, PE
Hardesty & Hanover, Inc

APPROVED BY:

Date

Mike Helfrich, PE
City of Treasure Island

**AGENDA ITEM NO. I.6**

# Item Cover Page

**BOARD OF COMMISSIONERS AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 7, 2023 |
| **SUBMITTED BY:** | Mike Helfrich, Public Works |
| **ITEM TYPE:** | Request to Commission |
| **AGENDA SECTION:** | ITEMS OF BUSINESS |
| **SUBJECT:** | Authorize the City Manager for Spending Authority for FY24 As-Needed "Handyman Services" for Public Works Facilities in the amount of $200,000 |
| **BACKGROUND:** | Over the years, City staff realized that smaller maintenance projects can be performed by public works staff and large projects are best addressed by outsourcing through issuing Invitations to Bid and Requests for Proposal. However, this left many medium-sized projects unaddressed and languishing. The awarded as-needed agreements were executed to address these medium sized projects.<br><br>In FY22 the City Commission approved three, multi-year agreements with general contractor firms for as-needed "handyman" services at city facilities to contractors: Davis Nelson Construction, Razorback Construction and C&T Contracting.<br><br>In FY 2023, the City expended approximately $177,000 on handyman services. |
| **POLICY/PURPOSE:** | Per Ord. 2-276(b) of the City's Code of Ordinances, the Commission is required to approve purchases in excess of $25,000. |
| **STRATEGIC PLAN RELEVANCE:** | This item will serve Goal 1 of the Infrastructure Road Map by protecting the City's assets to sustain the future of Treasure Island. |

**ANALYSIS/DISCUSSION:** Staff believes there are projects adopted in the FY24 budget that would be best addressed by these existing contracts, of which some are listed below:

Community Center Rehabilitation
- Baseboards
- Flooring
- Restrooms
- Pavilion Demo
- Construction of New Pavilion
- Construction of New Pavilion Pad

Gulf Front Park Restrooms
Roselli Park Restrooms
Treasure Bay Bathhouse Restrooms
Treasure Bay Concrete Pad for water fountain

**FUNDING:** Various funds will be used throughout the year. However, the majority will come from the General Fund.

**MOTION:** I move to approve City Manager's purchase authority in an amount up to $200,000 for as-needed general contracting services in FY24 to any of the three approved contractors.

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**ATTACHMENTS:**