BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, FEBRUARY 4, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

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 Crabill
Commissioner Minning
Commissioner Dickey
Mayor Doctor

G. CONSENT AGENDA

G.1 Approval of Expenses to USA Voltage LLC for repair of the Treasure Island Central Beach Trail Turtle Lighting and Electrical Wires/Drivers in the Total Amount of $237,600.
Attachment 1 - 25-275 COTI PROP.pdf

H. ITEMS OF BUSINESS

H.1 Resolution 2025-01: Appointments to Code Enforcement Board and Planning and Zoning Board
Mitchell Shenkman CEB Application.pdf
Jennifer Bonvouloir P&Z Application.pdf
Letter of Interest Jennifer Bonvouloir.pdf
Chris Downing P&Z Board Application.pdf

Chris Downing letter of interest 2025.pdf
RES2025-01.docx

H.2
Resolution 2025-02, Extension of Waiver for Permit Fees until February 28, 2025.

RESOLUTION NO 2025-02 Third Resolution to Waive Building Fees (02806536) (002)).docx

H.3 Public Safety Facility Location Decision, Approval to Issue Engineering/Design RFQ
station move workshop 2025.docx
2nd DRAFT PD FD Space Program.xlsx
Public_Safety_presentation.pdf

H.4 Extension of Jacobs contract
Treasure Island AMENDMENT NO 1 signature sheet Jan 27 (002).docx
Jacobs Original Contract.pdf

I. ADJOURNMENT

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

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

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 4, 2025
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of Expenses to USA Voltage LLC for repair of the Treasure Island Central Beach Trail Turtle Lighting and Electrical Wires/Drivers in the Total Amount of $237,600.
BACKGROUND:	In 2013 the City of Treasure Island constructed the Central Beach Trail. The Beach Trail is located west of Gulf Blvd between 104th Ave and 119th Ave. During Hurricane Helene the tidal surge damaged the electrical system for the Central Beach Trail lights.
POLICY/PURPOSE:	Approve of expenses to USA Voltage LLC for repair of the Treasure Island Central Beach Trail Turtle Lighting and Electrical Wires/Drivers in the Total Amount of $237,600.
STRATEGIC PLAN RELEVANCE:	Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	After Hurricane Helene the Central Brach Trail electrical system for the Turtle friendly lights were damaged beyond repair.
	The cost for the repairs is $237,600. **(See Attachment).**
	In September 2021, USA Voltage, LLC, secured a three-year contract for various electrical services, with an option to extend

for an additional year, lasting until September 2025.

FUNDING:

The Beach Fund contingency account will be used for this repair until reimbursement from insurance and/or FEMA.

MOTION:

I move that the City Commission approve the expenditure to repair of the Treasure Island Central Beach Trail Turtle Lighting and Electrical Wires/Drivers in the Total Amount of $237,600.

ATTACHMENTS:

Attachment 1 - 25-275 COTI PROP.pdf

USA Voltage LLC, Electrical Contractors
11060 70th Ave. Seminole, FL33772
License EC13004856
727-798-9501

Job #25-275 **PROPOSAL** **1/2/2025**

CUSTOMER INFORMATION:
City of Treasure Island
Attn: Mike Helfrich
Email: mhelfrich@mytreasureisland.org

PROJECT INFORMATION:
Gulf Front Park
10400 Gulf Blvd.
Treasure Island, FL 33706

USA Voltage is pleased to present the below proposal. This proposal includes all labor, material and supervision to complete the below outlined scope of work.

SCOPE:
Due to hurricane damage
*1-City of Treasure Island electrical permit
*Supply 216 turtle friendly stainless steel light fixture
*Supply 12 volt drivers as required
*Replace all wiring with THHN conductors and waterproof splicing

TOTAL AMOUNT OF THIS PROPOSAL: **$ 237,600.00**

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 4, 2025

SUBMITTED BY: Tia Payton, Administration

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Resolution 2025-01: Appointments to Code Enforcement Board and Planning and Zoning Board

BACKGROUND:

Code Enforcement Board

There is one vacancy for an At-Large Member. The City Clerk has received one application from Mitchell Shenkman.

Planning and Zoning Board

There is one vacancy for District 2 and one vacancy for an At-Large member. The City Clerk has received an application from Jennifer Bonvouloir, who resides in District 2 and Chris Downing, who also resides in District 2. Chris Downing is a current alternate board member and would like to be appointed as a regular member. Commissioner Crabill endorses Chris Downing for the District 2 seat.

POLICY/PURPOSE: The purpose of this agenda Item is for City Commission to make appointments and/or reappointments for the City Boards.

STRATEGIC PLAN RELEVANCE: City boards and committees are the foundational element of the Strategic Plan as a whole.

ANALYSIS/DISCUSSION: For City Commission's consideration and recommendation the following Code Enforcement Board reappointments

- _____ Code Enforcement Board , At large member Partial term ending on August 31, 2026

For City Commission's consideration and recommendation the

following Planning & Zoning Board appointments and reappointments.

Vacancies:

- _____ Planning & Zoning Board, At large member, Partial term ending on August 31, 2025
- _____ Planning & Zoning Board, District 2, Partial term ending on August 31, 2026

FUNDING: There is no fiscal impact. Members of the boards and committees shall serve without compensation.

MOTION: I move to adopt Resolution 2025-01, Appointments to Code Enforcement Board and Planning and Zoning Board

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ATTACHMENTS:

Mitchell Shenkman CEB Application.pdf
Jennifer Bonvouloir P&Z Application.pdf
Letter of Interest Jennifer Bonvouloir.pdf
Chris Downing P&Z Board Application.pdf
Chris Downing letter of interest 2025.pdf
RES2025-01.docx

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☑ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☒ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☒ Yes
- ☐ No

Evening meetings
- ☐ Yes
- ☐ No

Name Mitchell Shenkman

Address 845 115th Ave

Phone 9179415349 Email MitchellShenkman@GMAIL.com

Present Occupation Retired

If retired, what was your previous occupation? President of Public Company

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking: Been on LPA/PZ. Chaired Vision Committee

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☒ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ☒ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ☒ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 1/15/25

Office Use Only: District _____

Revised: 06/09/2022

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☐ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name jennifer bonvouloir

Address 11325 7th st east

Phone 401 529 6533 Email jennifer.bonvouloir@yahoo.com

Present Occupation sales - healthcare

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

I was elected to the town council in Smithfield RI and held that office for 3 years

In Smithfield RI I was a member at various times of the - conservation commission, planning board, and zoning board

State of Florida Reporting Requirements

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Signature _____ Date 1 12 2023

Office Use Only: District _____ Revised: 06/09/2022

Outlook

Application letter for seat on Planning and Zoning Board, City of Treasure Island

From Jennifer Bonvouloir <jennifer.bonvouloir@yahoo.com>
Date Mon 11/25/2024 7:25 PM
To City Clerk <cityclerk@mytreasureisland.org>
Cc John Doctor <jdoctor@mytreasureisland.org>

1 attachment (317 KB)
application TI town committees.pdf;

This Message Is From an External Sender
This message came from outside your organization.

Jennifer Bonvouloir
11325 7th St E
Treasure Island, FL 33706
Jennifer.Bonvouloir@yahoo.com
401 529 6533
11/19/2024

Planning and Zoning Board Selection Committee
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Dear Commissioners,

I am writing to express my strong interest in serving on the Planning and Zoning Board for the City of Treasure Island. Living in this vibrant community, I am eager to contribute my experience, skills, and passion for thoughtful development, conservation, short and long term character/aestheic goals to support the city's future growth and sustainability.

As a former councilwoman in Smithfield, Rhode Island, I gained valuable insight into municipal governance and policy development. During my tenure, I worked collaboratively with fellow officials, stakeholders, and community members to address diverse issues, balancing growth with an emphasis on the preservation of our special community character including a planned, small town, green-based aesthetic. Additionally, I served as an appointed member of Smithfield's Conservation Commission as well as the Planning and Zoning Board, where I:

- Played a key role in reviewing development proposals to ensure compliance with zoning ordinances and long-term strategic plans.
- Advocated for policies that prioritized environmental sustainability, including initiatives to protect open spaces and manage natural resources responsibly.
- Engaged with residents and developers to mediate concerns, fostering a transparent and inclusive decision-making process.
- Contributed to the drafting and implementation of updates to the town's comprehensive plan.

These experiences have honed my abilities to analyze complex proposals, balance competing priorities, and collaborate effectively to achieve equitable and forward-thinking outcomes. I am particularly passionate about creating livable, resilient communities and believe my background equips me to offer valuable insights to Treasure Island's Planning and Zoning Board.

Treasure Island's unique charm and natural beauty are qualities I deeply appreciate and am committed to preserving. I would be honored to bring my expertise to the board, ensuring that future planning reflects the community's values while accommodating responsible growth and development.

Thank you for considering my application. I welcome and look forward to the opportunity to discuss how my background and vision align with the board's objectives. Please contact me at 401-529 6533 or Jennifer.Bonvouloir@Yahoo.com to advise me as to a time or meeting when I can meet you and share specifics. If you have any questions, please do not hesitate to contact me.

I look forward to the possibility of contributing to Treasure Island's continued success.

Sincerely,

Jennifer Bonvouloir

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ■ Planning & Zoning Board / Local Planning Agency (LPA)
- ☐ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Chris Downing

Address 11380 4th St E

Phone 404-918-8069 Email chrisdowningpe@gmail.com

Present Occupation Engineer

If retired, what was your previous occupation? Engineer

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

See attached.

Currently serving as an alternate board member on the P&Z and LPA boards for Treasure Island

State of Florida Reporting Requirements

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Gender
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- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
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- ■ No

Acknowledgement

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Signature _____ Date 1/22/2025

Office Use Only: District _____

Revised: 06/09/2022

Chris Downing, P.E.
11380 4th St E.
Treasure Island, FL 33706
Cell 404-918-8069
chrisdowningpe@gmail.com

Currently serving as an Alternate Board Member on the P&Z and LPA Boards for Treasure Island.

I am a retired Vice President of the Georgia Institute of Technology now living full-time in Treasure Island. I hold a Masters Degree in Mechanical Engineering from the University of Florida and have an active Professional Engineering License in the State of Florida (PE36781). My professional experience includes extensive activity in economic development, facilities engineering, forensic engineering, and property management. My experience during 31 years at Georgia Tech included the planning and development of the Innovation Districts around Georgia Tech including Tech Square and the Technology Enterprise Park. Additionally, I have many years of experience serving on owner association boards including the Madeira Bay Resort Owners' Association on Madeira Beach and over 10 years as the President of the Markethill Owners' Association Board, a business park in Tyrone, Georgia. I have also served on the Maritime and Defense Hub Advisor Board for the St. Petersburg Innovation District. I am currently active as a Forensic Engineer.

I am interested in serving the city on the Planning and Zoning Board as well as the Local Planning Agency in order to help continue and enhance sustainable and smart growth in Treasure Island, and to help keep this city a special place for all to enjoy. My wife and I are very happy to be retired in this beautiful and unique location, where incidentally, she was born and raised. Given my extensive background in engineering, economic development and planning, I believe I can be a valuable asset to these boards.

Chris Downing, P.E.
11380 4th St E
Treasure Island, FL 33706
Cell 404-918-8069

January 22, 2025

Ms. Celine Kidwell
City Clerk
City of Treasure Island
120 108th Ave
Treasure Island, FL 33706

Subject: Letter of Interest

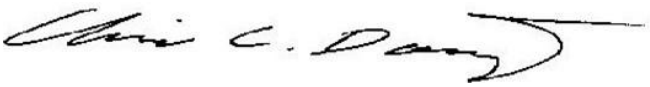
Dear Ms. Kidwell,

Please accept this letter of interest with my application to be appointed as a regular member of the Planning and Zoning Board and Local Planning Agency. My application is attached. I am currently serving as an Alternate Board Member on the P&Z and LPA Boards for Treasure Island.

I am a retired Vice President of the Georgia Institute of Technology now living full-time in Treasure Island. I hold a Masters Degree in Mechanical Engineering from the University of Florida and have an active Professional Engineering License in the State of Florida (PE36781). My professional experience includes extensive activity in economic development, facilities engineering, forensic engineering, and property management. My experience during 31 years at Georgia Tech included the planning and development of the Innovation Districts around Georgia Tech including Tech Square and the Technology Enterprise Park. Additionally, I have many years of experience serving on owner association boards including the Madeira Bay Resort Owners' Association on Madeira Beach and over 10 years as the President of the Markethill Owners' Association Board, a business park in Tyrone, Georgia. I have also served on the Maritime and Defense Hub Advisor Board for the St. Petersburg Innovation District. I am currently active as a Forensic Engineer.

I am interested in serving the city on the Planning and Zoning Board as well as the Local Planning Agency in order to help continue and enhance sustainable and smart growth in Treasure Island, and to help keep this city a special place for all to enjoy. My wife and I are very happy to be retired in this beautiful and unique location, where incidentally, she was born and raised. Given my extensive background in engineering, economic development and planning, I believe I can be a valuable asset to these boards.

Respectfully submitted,



RESOLUTION 2025-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING INDIVIDUALS TO SERVE ON THE CODE ENFORCMENT BOARD; AND PLANNING & ZONING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, vacancies will exist on the above-mentioned boards and committees of the City of Treasure Island as of November 2024, due to the impacts of Hurricane Helene and Hurricane Milton; and

WHEREAS, the City Commission intends to appoint individuals to fill these vacancies for partial terms, effective upon their creation.

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

The following appointments shall be made to boards and committees for a partial term specified below:

Code Enforcement Board:	_____	At-Large Member Term ends 08/31/2026
Planning & Zoning Board:	_____	District 2 Member Term ends 08/31/2025
	_____	At-Large Member Term ends 08/31/2026

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 4th day of February 2025 by Commissioner _____ who moved its adoption seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

John E. Doctor, Mayor

ATTEST:

_____

Tia Payton, Acting City Clerk

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 4, 2025
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Resolution 2025-02, Extension of Waiver for Permit Fees until February 28, 2025.
BACKGROUND:	.
POLICY/PURPOSE:	The purpose of this item is for the Commission to discuss and consider extending the waiver of permit fees until February 28, 2025. This extension aims to support residents and businesses in our community during ongoing recovery efforts and to encourage timely compliance with permitting requirements. This item is also for the Commission to discuss the waiver of additional fees associated with storm damage repairs.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	Staff recommends that the commission extend the waiver of previously waived permit fees from January 31, 2025, to February 28, 2025, and consider waiving additional fees after discussing the overall impacts this may have on the building fund.
FUNDING:	.
MOTION:	I move to approve the extension of the waiver of permit fees until February 28, 2025, to support community recovery efforts and encourage compliance with permitting requirements.

ATTACHMENTS:
RESOLUTION NO 2025-02 Third Resolution to Waive Building Fees (02806536) (002)).docx

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND TO EXTEND THE TEMPORARY WAIVER OF BUILDING PERMIT FEES BEGINNING FEBRUARY 4, 2025 THROUGH AND INCLUDING FEBRUARY 28, 2025 FOR STORM DAMAGE AND WATER AND WIND REPAIR ONLY FOR THE FOLLOWING TYPES OF CONSTRUCTION AND REPAIR: INTERIOR DEMOLITION OF FLOOD DAMAGED DRY WALL, FLOORING, BASEBOARDS, AND CABINETS, FENCE INSTALLATION, TREE REMOVAL, ROOF REPAIR/ROOF REPLACEMENT, AND ELECTRICAL FOR METER BASES/POWER SURGES ON APPLIANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Fee Schedule provides that any charge established in the fee schedule may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction; and

WHEREAS, on September 26, 2024, storm surge and high winds from Hurricane Helene caused significant damage to properties throughout the City of Treasure Island; and

WHEREAS, the ground floor of almost every property in the City suffered flood damage from the storm surge and Hurricane Helene's damage is an extraordinary condition that warrants waiver of certain permit fees: and

WHEREAS, on October 7, 2024, the City Commission of the City of Treasure Island issued Resolution 2024-09 temporarily waiving certain charges established in the fee schedule until November 30, 2024; and

WHEREAS, on October 9, 2024, flooding and high winds from Hurricane Milton caused further significant damage to properties throughout the City of Treasure Island and such damage is an extraordinary condition that warrants waiver of certain permit fees: and

WHEREAS, the City Commission of the City of Treasure Island maintains that hiring a licensed contractor and obtaining a building permit provides protection for property owners of the City; and

WHEREAS, the City Commission of the City of Treasure Island wishes to encourage property owners to hire licensed contractors and obtain building permits by proposing a temporary waiver of specific permit fees for the most common damage that resulted from Hurricanes Helene and Milton after the current waiver expires; and

WHEREAS, the City Commission of the City of Treasure Island, after due consideration and through Resolution 2024-10, determined that extending the temporary waiver of building permit fees from December 1, 2024, through January 31, 2025; and

WHEREAS, on January 21, 2025, the City Commission of the City of Treasure Island extended Resolution 2024-10 from January 31, 2025, through and including February 4, 2025; and

WHEREAS, the City Commission of the City of Treasure Island, after due consideration, has determined that extending the temporary waiver of building permit fees from February 4, 2025, through February 28, 2025, for only the following types of construction and repair:

- Interior demolition of flood damaged drywall, flooring, baseboards, and cabinets
- Fence installation
- Tree removal
- Roof repair/roof replacement
- Electrical for meter bases/power surges on appliances

is in the best interest of the City of Treasure Island.

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

Section 1. Each of the above recitals are incorporated herein as the findings of the City Commission.

Section 2. There shall be a temporary waiver of the City of Treasure Island building permit fees from February 4, 2025 through February 28, 2025, for permits applied for the following types of construction and repair:

- Interior demolition of flood damaged drywall, flooring, baseboards, and cabinets
- Fence installation
- Tree removal
- Roof repair/roof replacement
- Electrical for meter bases/power surges on appliances

Section 3. 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 ____ day of February_____ 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Tia Payton, Interim City Clerk

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 4, 2025
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Public Safety Facility Location Decision, Approval to Issue Engineering/Design RFQ
BACKGROUND:	Replacement of the public safety facility has been in the CIP since 2019. Funding approved and RFP was announced in 2022 with design bid awarded to one of three vendors' proposal with construction to start in FY2023. Subsequent change in priorities necessitated cancellation of contract to design a public safety facility on City owned property at 10499 Gulf Blvd, this project has been on hold since. Hurricane damage to the current public safety building now necessitates replacing the substantially damaged facility. Staff proposes designing and constructing a hardened and elevated structure that houses PD, FD and EOC facilities.
POLICY/PURPOSE:	Staff requests Commission decision on location and approval to issue a Request for Qualifications (RFQ) for initial design and engineering of a replacement public safety facility. This would allow staff to seek grant funding opportunities and develop funding sources for completing design and construction. Staff's intent is to have consultants (engineering and architect) develop initial public safety facility plans to 30% completion, at which time a Request for Proposals (RFP) would be issued for a Construction Manager at Risk (CMAR) to work with the engineer and architect to complete design and then oversee construction.
STRATEGIC PLAN RELEVANCE:	Goal 2: Maximize the utilization of the City's resources, bold action 3: Plan and finance a new Public Safety building.

ANALYSIS/DISCUSSION: Two options currently exist for the location of this facility:

1. 100 block of 108th Avenue, west of current building's location
    a. apparatus bay doors perpendicular to 108th Ave
    b. apparatus bay doors parallel to 108th Ave

2. Lot immediately north of new city hall (10499 Gulf Blvd)

Design and construction process is predicted to take 18-24 months. Current FD/PD temporary facilities are not ideal for continued operations due to their inability to withstand even tropical storm force winds. Additionally, there is a monthly rental cost associated with these facilities and FEMA reimbursement of up to 75% is predicated upon the City making progress toward building a permanent facility.

Staff is recommending issuing an RFQ for design and engineering services. Any contract from that RFQ would be brought back to the Commission for approval and at that time, staff would be requesting funding for design.

FUNDING: TBD by finance staff. Legislative budget requests submitted to State of Florida for $6M in construction costs. Potential for FEMA PA/Mitigation grants.

Design funds were programmed in the FY22 budget in the amount of $2,212,500. The following year, design funds in the approximate amount of $1,242,150 were allocated for the design of the wastewater master pump station and Public Works facility, leaving about $970,350 remaining for the design of the Public Safety facility.

MOTION: I move to direct staff to proceed with development and issuance of an RFQ for public safety facility design and engineering for an approximately 12,604 square foot building located at _____(10499 Gulf Blvd OR 100 block of 108th Avenue).

ATTACHMENTS:
station move workshop 2025.docx
2nd DRAFT PD FD Space Program.xlsx
Public_Safety_presentation.pdf

Workshop: Location Alternatives for a New Public Safety Facility
1/21/25

BACKGROUND

The existing Public Safety facility was constructed in 1958, making it nearly 65 years old today. In FY22 the design of a new facility was budgeted. There were initially multiple alternatives that were considered for the location of the Police station. One possibility was to repurpose the Community Center (or a portion thereof) to become the Police Department and to designate the fourth floor of the City Center facility for future recreational use. An appraisal of the Community Center building was performed that renders this option infeasible due to the FEMA substantial improvement rule.

Another option that was considered, but ultimately not explored, was the relocation of the Police Department to the fourth floor of the City Center building. The operational logistics of this placement is unfavorable for the following reasons:

- A standalone public safety facility is highly preferred to stand out to the public seeking assistance.
- Difficultly to discretely interview witnesses
- Separation from the Fire Department makes the two departments unable to easily share certain facilities (ie. Gymnasium, copy/supply space, training/conference rooms, EOC).

The remaining site alternatives that have been identified for a combined Police and Fire facility are to reconstruct at the existing 108th Avenue site or to relocate the building north of the new City Hall at 105th Avenue and Gulf Boulevard.

POLICY / PURPOSE

The purpose of this item is to discuss Public Safety location alternatives and to obtain direction on next steps.

STRATEGIC PLAN RELEVANCE

The reconstruction of the public safety facility assists in meeting several of the City's strategic plan objectives, including: *Continue towards the replacement of City facilities, Plan and finance a new Public Safety building, Improve recruitment and retention of City employees, Enhance connectivity between the waterfront and the downtown, Implement the Master Park Plan: Provide transient boat slips, increase water access, Expand programming opportunities and unique community events, Maintain a safe community, Ensure the Comprehensive Emergency Management Plan prepares the City for any community incident, Cultivate a unified sense of Community Pride and Identity, Become an environmentally sustainable and resilient community and Rise above sea level challenges.*

ANALYSIS / DISCUSSION

Preliminary site layouts for the public safety facility have been evaluated for the existing site at 108th Ave. and at the new City Hall site at 105th Ave. and Gulf Boulevard and are provided in Attachment A herein.

Existing Police/Fire Site on 108th Avenue

In order to ensure continuity of operations, the building would need to be located outside of its existing footprint. Keeping in mind that the fire engines require a pull-through and that the new Public Works/Master Pump Station facility is being constructed on the west side of the site, this option would either require that the elevated public safety facility be constructed close to the eastern condominiums or placed between the existing building and the new proposed Public Works facility, which will be located on the west end of the site. Configuring the drive-through bays from north-to-south requires less space on the site, but results in hairpin turns that would be difficult to maneuver in a large truck and places the travel path too close to the seawall. The other option of configuring the bays east to west takes up more space and results in an additional turning movement that increases emergency response times. Both of these options take away from space that could become a larger public waterfront park.

New City Hall Site at 105th Ave. and Gulf Boulevard

Through the initial site evaluation process, staff see several advantages to placing the facility adjacent to the new City Hall:

- Reduced emergency response times by approximately 15%, as most calls require trips to the Commercial district. Heat map showing call location distribution attached
- Enhances Public Safety's connection to the community by being more accessible in the center of town.
- Easier collaboration with other City management staff and departments.
- Police and Fire marine vessels would be located at the public works yard on the west end of 108th Ave. Police and fire crews would respond to this location to staff the vehicles in the same manner as we currently do when away from the public safety complex. This would have minimal effect on response times due to the comparatively low number of emergency responses involving the marine units. [discuss the change in response time by having the Police/Fire vessels at a different location]

Further, relocating the public safety facility to another location provides for a waterfront park along 108th Avenue that provides the following benefits:

- Downtown connectivity/reinvigorating the downtown. For example, kids can play while on a wait at restaurants.
- Waterfront venue for markets, music or other events.
- Large marina with transient slips for visitors to the beach or downtown and water taxi access. Potential to add a kayak/paddleboard launch.
- A public restroom facility can be constructed within the proposed Public Works building footprint to accommodate users of the park.

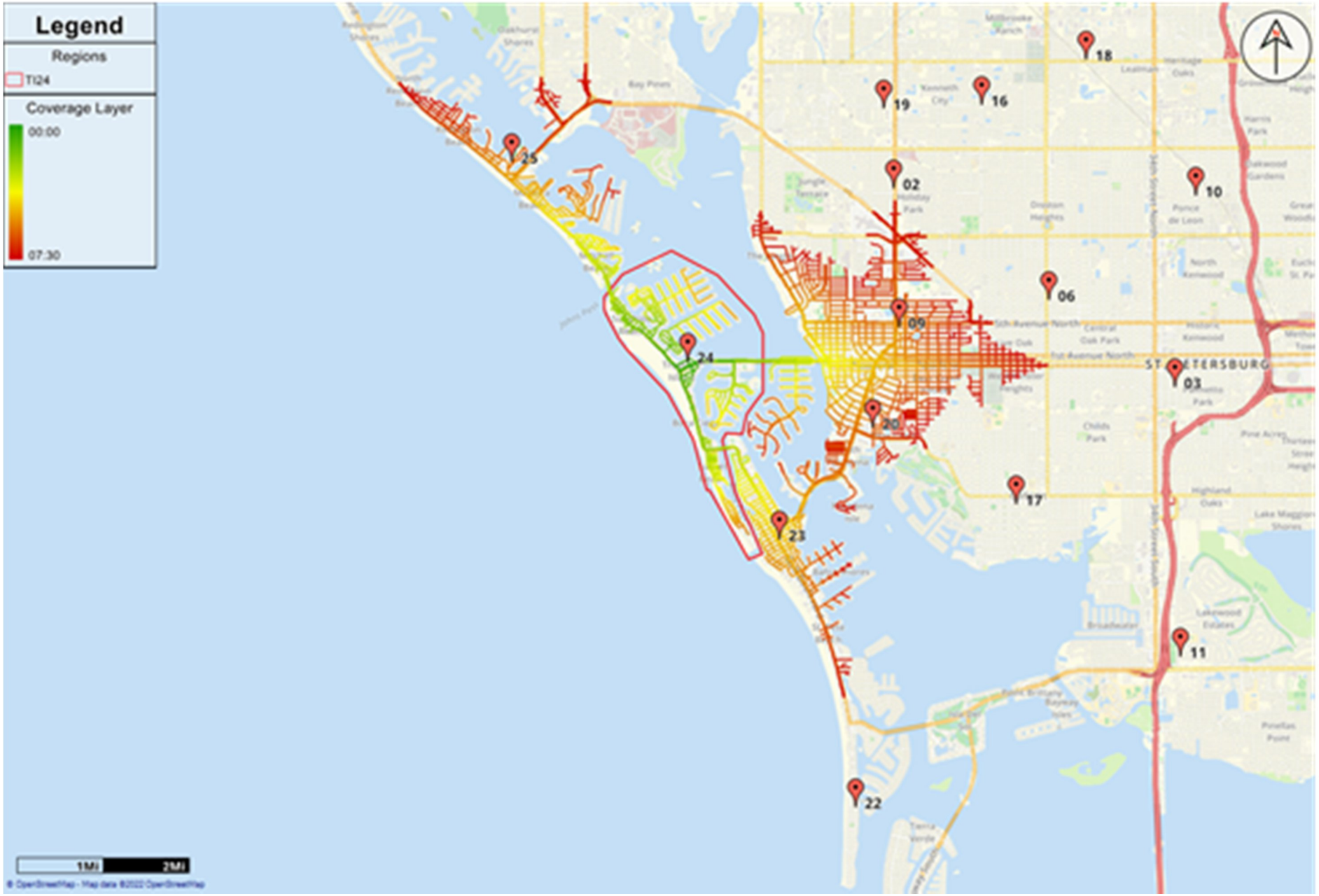
Staff are seeking Commission direction as to how to proceed with this planned project.

FUNDING

Design funds were programmed in the FY22 budget in the amount of $2,212,500. Last year, design funds in the approximate amount of $1,242,150 were allocated for the design of the wastewater master pump station and Public Works facility, leaving about $970,350 remaining for the design of the Public Safety facility. Having a conceptual design and site plan completed would allow the City to apply for construction grants.

ATTACHMENTS

Attachment A – Presentation of Public Safety Site Alternatives
Attachment B – Fire/EMS call distribution heat map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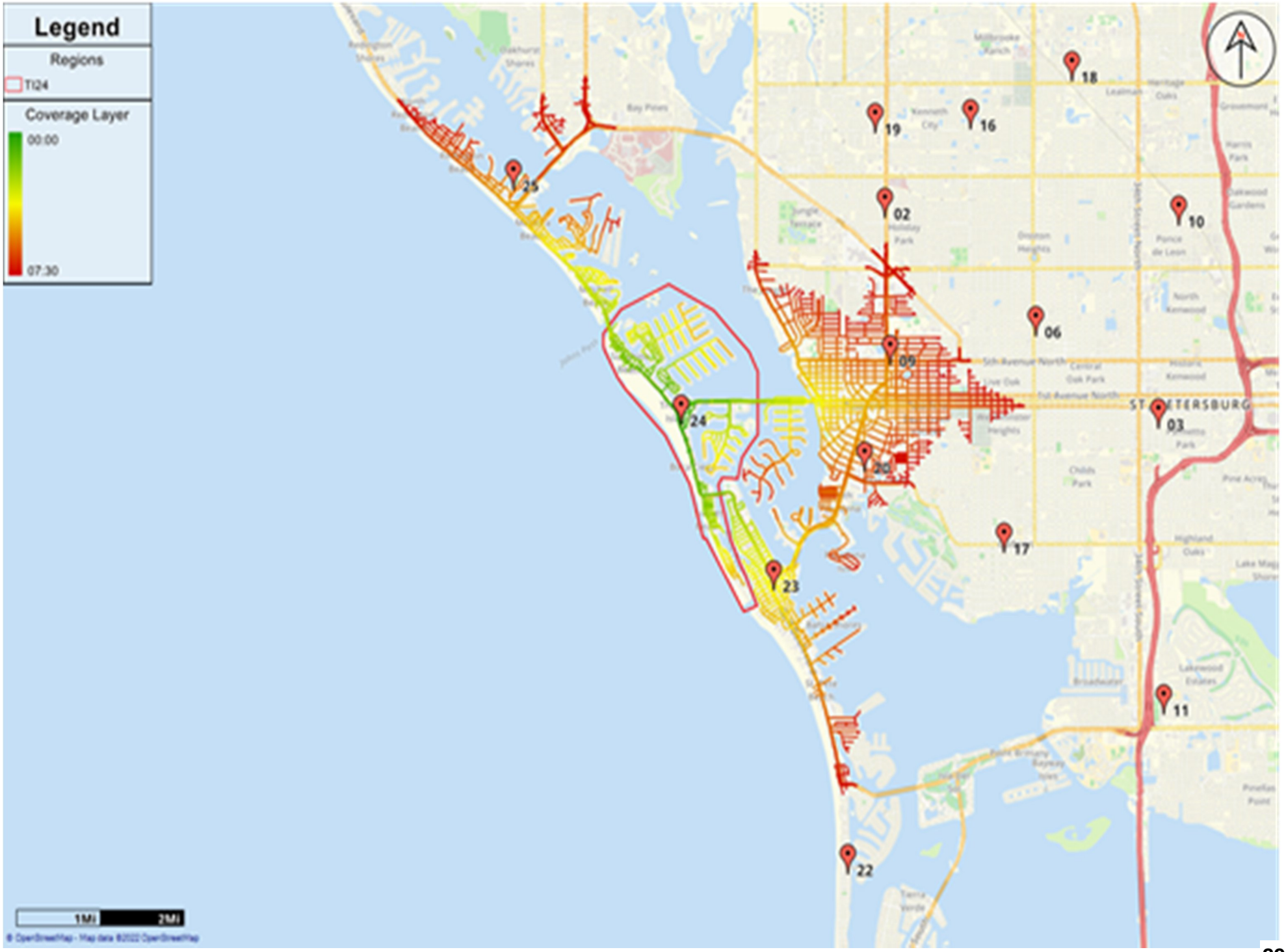
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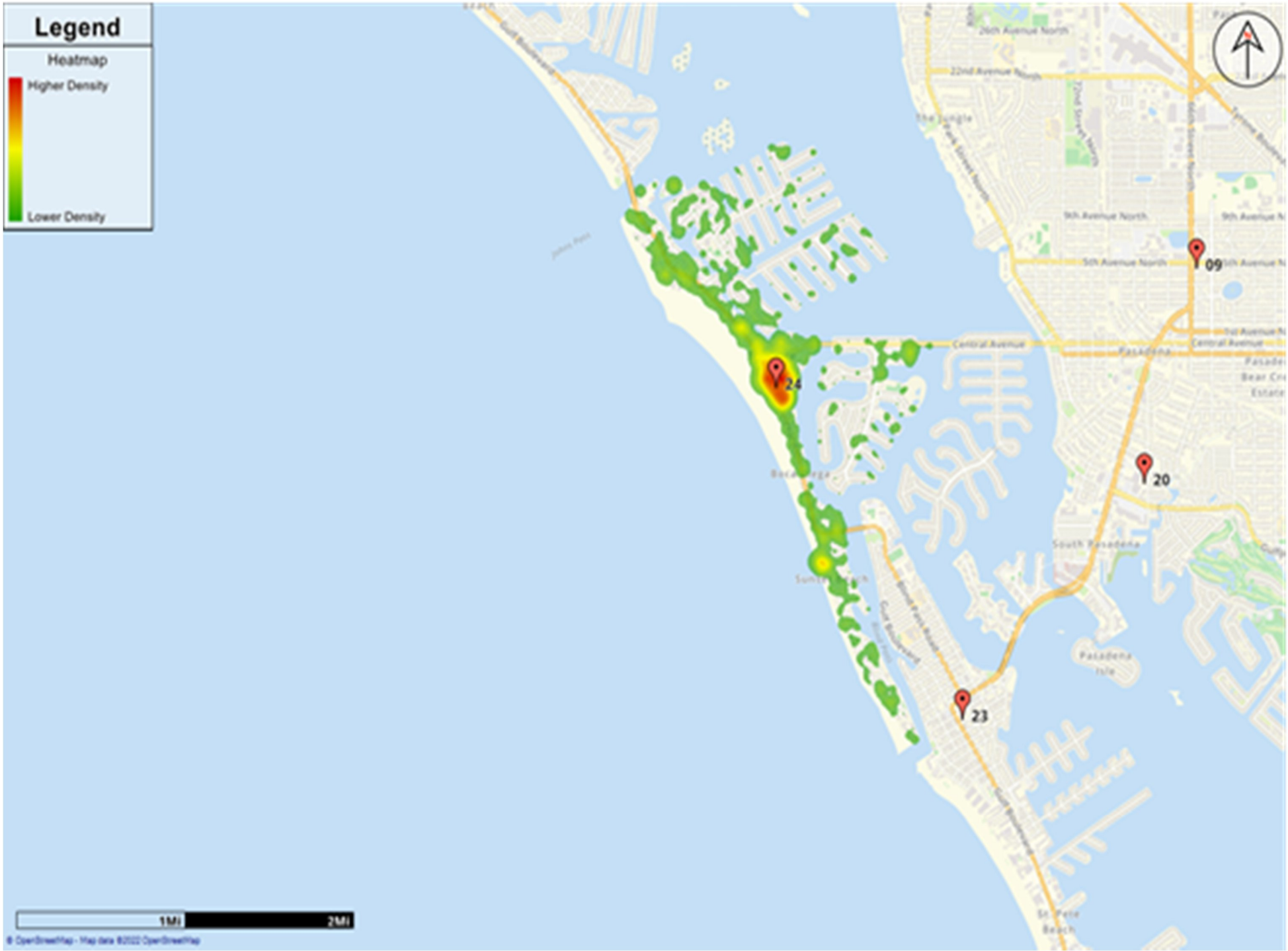
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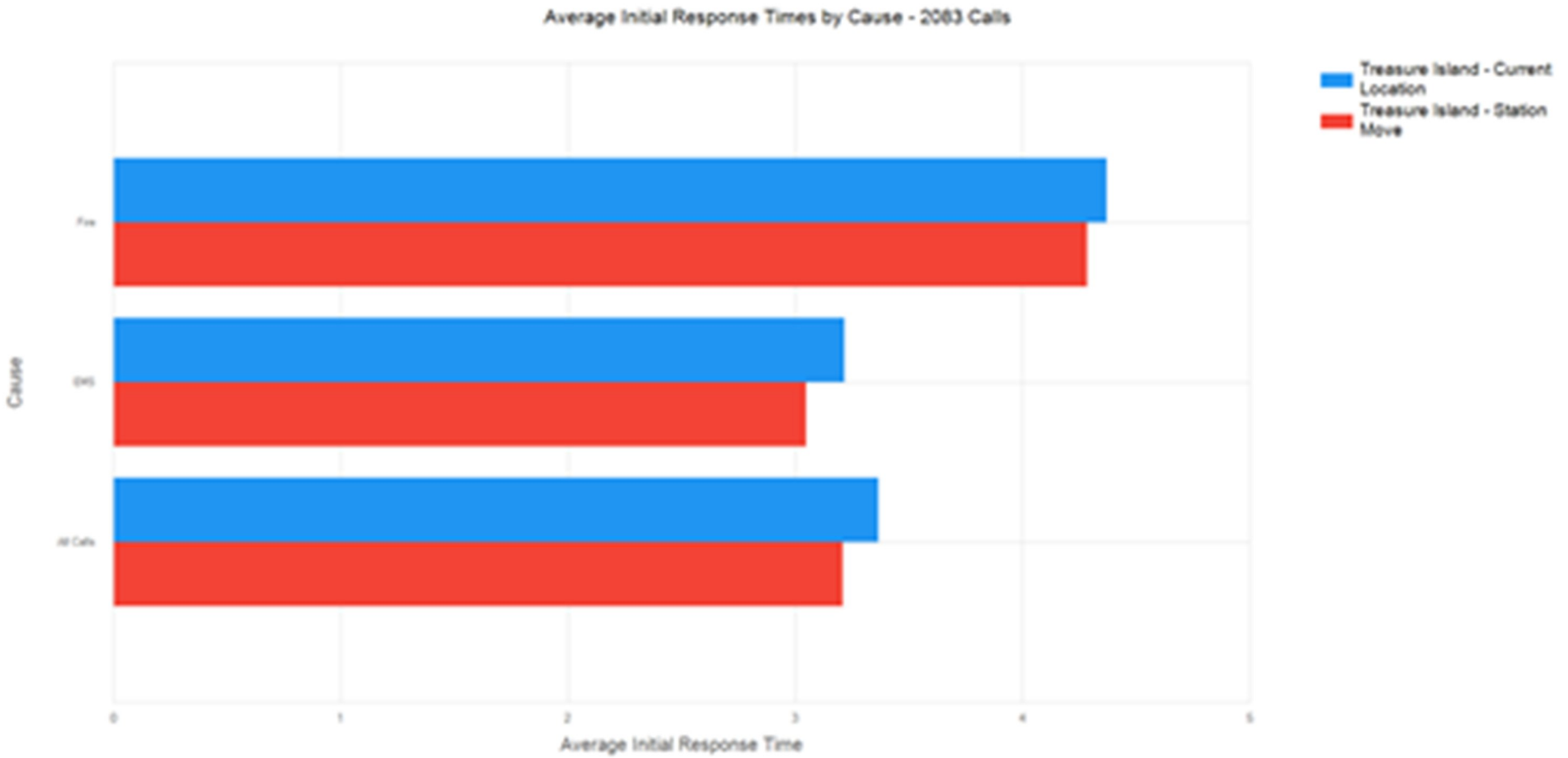

Average Initial Response Times by Cause - 2083 Calls
Treasure Island - Current Location
Treasure Island - Station Move
Cause
Fire
EMS
All Calls
0
1
2
3
4
5
Average Initial Response Time

Shared Facility Police & Fire Space Program

Fire	Bays (3); 13' clearance	3225	SF	Ground Floor	w/hose rack
Fire	Antique Display	400	SF	Ground Floor	with roll up door
Fire	Bunker Gear Storage	150	SF	Ground Floor	
Fire	Conditioned Workshop/MSA Room	200	SF	Ground Floor	
Fire	Compressor Room	120	SF	Ground Floor	
Fire	EMS Storage/Medical Gas	100	SF	Ground Floor	
Fire	Landing Space for Poles	40	SF	Ground Floor	
Fire	Decontamination Rm/Biohazard/laundry	100	SF	Ground Floor	w/eye wash
		4335	SF	Ground Floor	
	Data closet (phone,wi-fi,station alerting equipment)	30	SF	1st Floor	
Fire	Lobby/Reception/Assistant	200	SF	1st Floor	
Fire	Public Restroom	70	SF	1st Floor	
Fire	Chief's Office	300	SF	1st Floor	
Fire	Deputy Chief's Office w/filing	180	SF	1st Floor	
Fire	Lieutenant Office	100	SF	1st Floor	private space preferred
Fire	Restrooms (2) w/showers	70	SF	1st Floor	
Fire	Pantry space (3- locate in kitchen)	120	SF	1st Floor	40 per pantry
Fire	Kitchen (3 refrigerators)	320	SF	1st Floor	Add 100 sf from deleting laundry room
Fire	Janitor's Closet w/mop sink	40	SF	1st Floor	
Fire	Day Room	560	SF	1st Floor	5 recliners, dining space, attached to kitchen
Fire	Sleeping Quarters (5)	500	SF	1st Floor	bed, under bed storage, 3 lockers, desk, window
Fire	Laundry Room	0	SF	1st Floor	Combine with Decon room on ground floor
		2190	SF	1st Floor Subtotal	
Police/Fire	Copy Rm/Supplies	150	SF	1st Floor	
Police/Fire	EOC/Training/Conference Rm (18)	465	SF	1st Floor	with rolling nesting tables
Police/Fire	Gym	650	SF	1st Floor	
		1265	SF	1st Floor Subtotal	
		3455	SF	1st Floor Total	
Police	Lobby/Reception/Office Manager	200	SF	2nd Floor	incorporate protective glass
Police	Break Room w/seating for 10	150	SF	2nd Floor	
Police	Public Restroom	70	SF	2nd Floor	
Police	18 Lockers	125	SF	2nd Floor	
Police	Staff restrooms (2) w/showers	140	SF	2nd Floor	
Police	Janitor's Closet w/mop sink	40	SF	2nd Floor	
Police	Records Closet	80	SF	2nd Floor	
Police	Open workspace (6 workstations)	300	SF	2nd Floor	Squad Rm/Pkg Enforement Desk
Police	Sergeant Office (5 workstations & table)	300	SF	2nd Floor	include small shared round table
Police	Criminal Investigation/Detective (2 workstations)	160	SF	2nd Floor	
Police	Interrogation Rm (no window)	100	SF	2nd Floor	
Police	Armory	90	SF	2nd Floor	
Police	Evidence Processing/Lab/Storage	440	SF	2nd Floor	include deep freezer and refrigerator
Police	Equipment Storage	175	SF	2nd Floor	
Police	Server Rm/IT Office/FD Data Center	400	SF	2nd Floor	
Police	Chief's Office	300	SF	2nd Floor	
Police	Lieutenant Office	100	SF	2nd Floor	
Police	Conference Rm (interview rm w/window)	200	SF	2nd Floor	
		3170	SF	2nd Floor Total	
		10,960	SF	Subtotal Facility Area	(not including parking/site)
		1,644	SF	Grossing Factor	
		12,604	SF	Total Facility Area	
		$ 10,713,400	@$850/SF	not including parking/site improvements/generator	
		8,525	SF	Existing PD/FD Area	
		4,079	SF	Proposed space increase	

6	Parking existing	attributed to City Hall
18	New site plan	
12	new add net	
26	from Community Center	105th south, east site of Park Pl
6	less walkway additions (2)	
32	estimated total available	(assuming CC share)
33	PD/FD staff vehicles during shift change	
	PD/FD City vehicles	
	visitors	

From WJA 10/29/2021

Option 1:

Police and Fire together at City Center site - 13,000 sf @ $400/sf = $5,200,000

Option 2:

Fire Station by itself at City Center site - ~8,000 sf @ $400/sf = $3,200,000

a. Police Station at 4th floor of City Hall - ~5700 sf@ $175/sf = $997,500 (5,700 sf is the area of the floor minus the stairs and elevators)

b. Police Station at Community Center - ~6,000 sf@ $150/sf = $900,000

Plus ~3,200 sf @ $120/sf = $384,000 (remaining area of community center for the Rec Department use)

FY 22	Design PW and PS Buildings	$1,112,500
FY 24	Construct PS Building	$4,500,000
FY 22	PS Design @17.5%	$ 1,874,845
FY 22	Remaining design fee for PW	$ (762,345)
FY 22	MPS Design	$ 1,100,000



Overview of Location Alternatives & Considerations for a New Public Safety Facility

Why plan for a new public safety facility?

- It's necessary to plan ahead to leverage potential grant funding.
- The existing building was constructed in 1958, making it nearly 65 years old.
- Having an elevated Emergency Operations Center would allow for public safety presence to remain in the City longer under adverse weather conditions.
- A new resilient building would reduce the time to resume normal operations post-storm.

Meeting Strategic Plan Goals

- **Continue towards the replacement of City facilities –** Plan and finance a new Public Safety building
- **Improve recruitment and retention of City employees**
- **Cultivate a unified sense of Community Pride and Identity**
- **Enhance connectivity between the waterfront and the downtown**
- **Maintain a safe community**
- **Implement the Master Park Plan –** Provide transient boat slips, increase water access
- **Expand programming opportunities and unique community events**
- **Become an environmentally sustainable and resilient community**
- **Rise above sea level challenges**

Public Safety Facility Location Considerations

Public Safety Facility Location Options

Option 1: On the existing 108th Ave. site

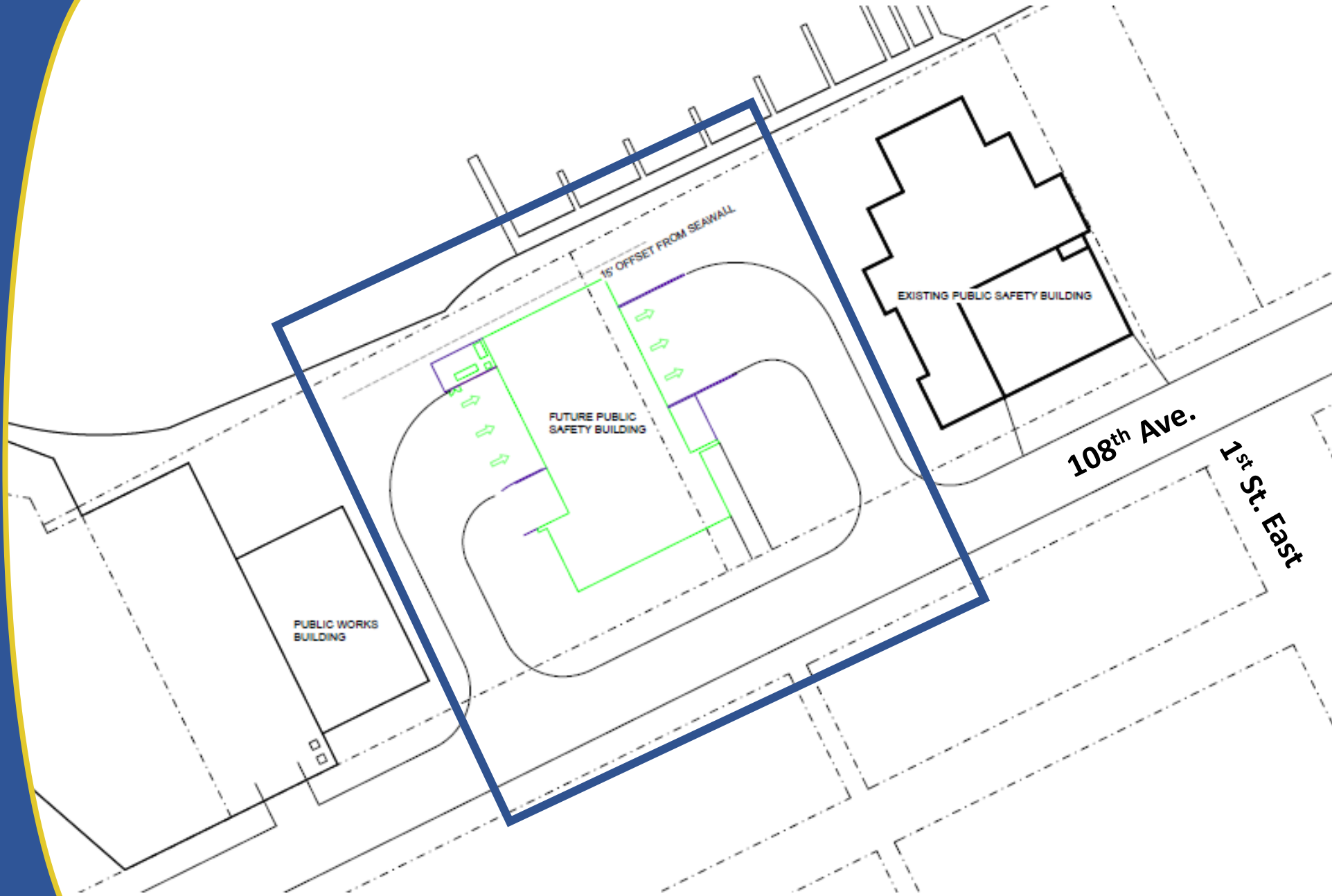
Option 2: North of the New City Hall at the City Center

- **Continuity of Operations and Constructability:** the proposed location cannot be too close to the existing building; parking will be needed during construction
- **Response Times:** additional turning movements increase emergency response times
- **Pull-Through Bays for Fire Trucks:** Best practice for safety, no backing into the bays
- **Co-locating Police and Fire saves on construction cost and building footprint and allows for shared spaces** (gym, training/conference rooms, document production)
- **Ease of Collaboration with other City Management Staff and departments**

Public Safety Facility Location Options – Drive-Thru Fire Bays

Option 1: 108th Ave. Alternative A

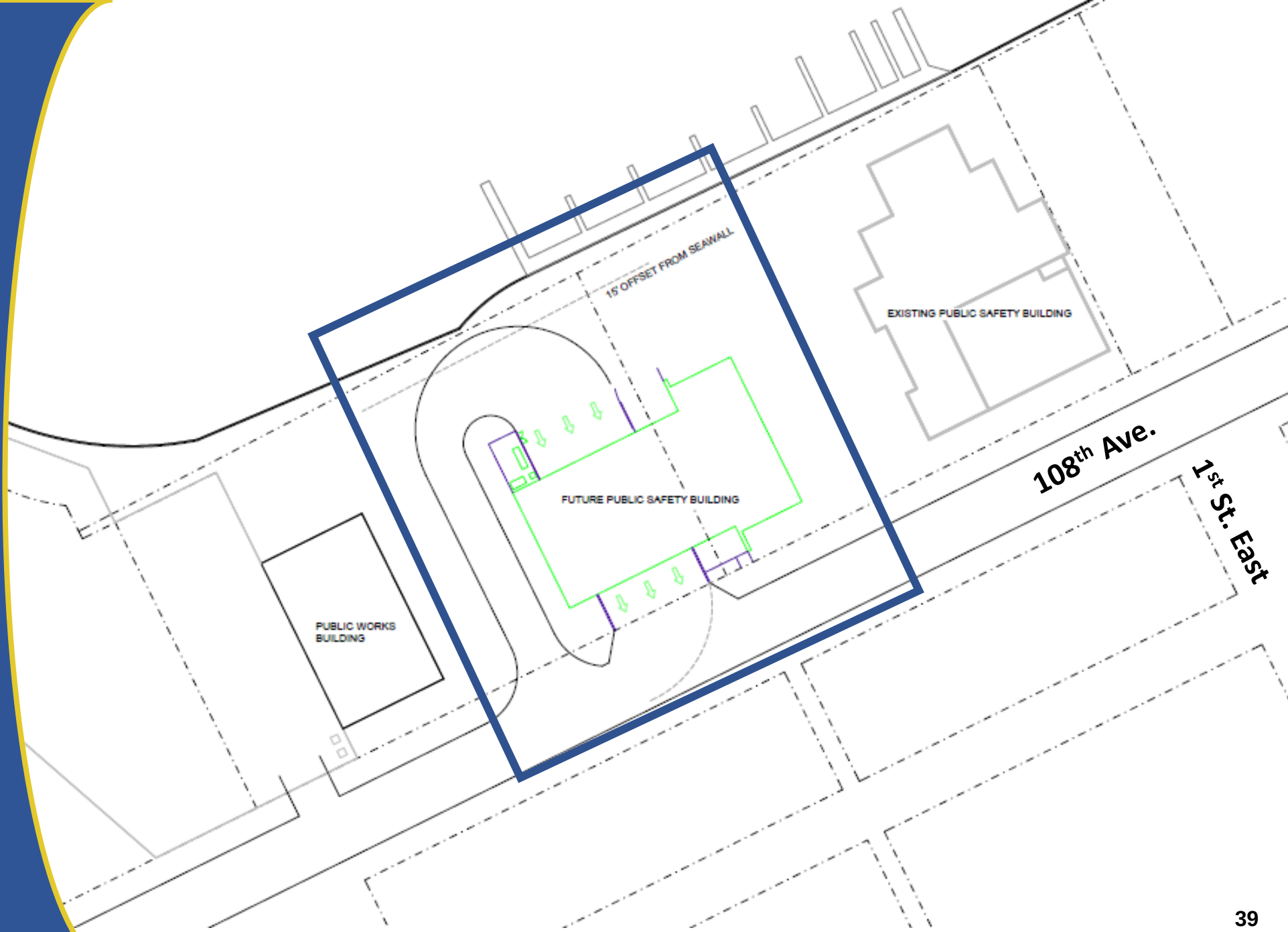
- Two turns are needed to deploy a fire truck, increasing emergency response times
- Large turning radii takes up a lot of space
- Once parking is incorporated, remaining park/open space is only east of 1st Street East



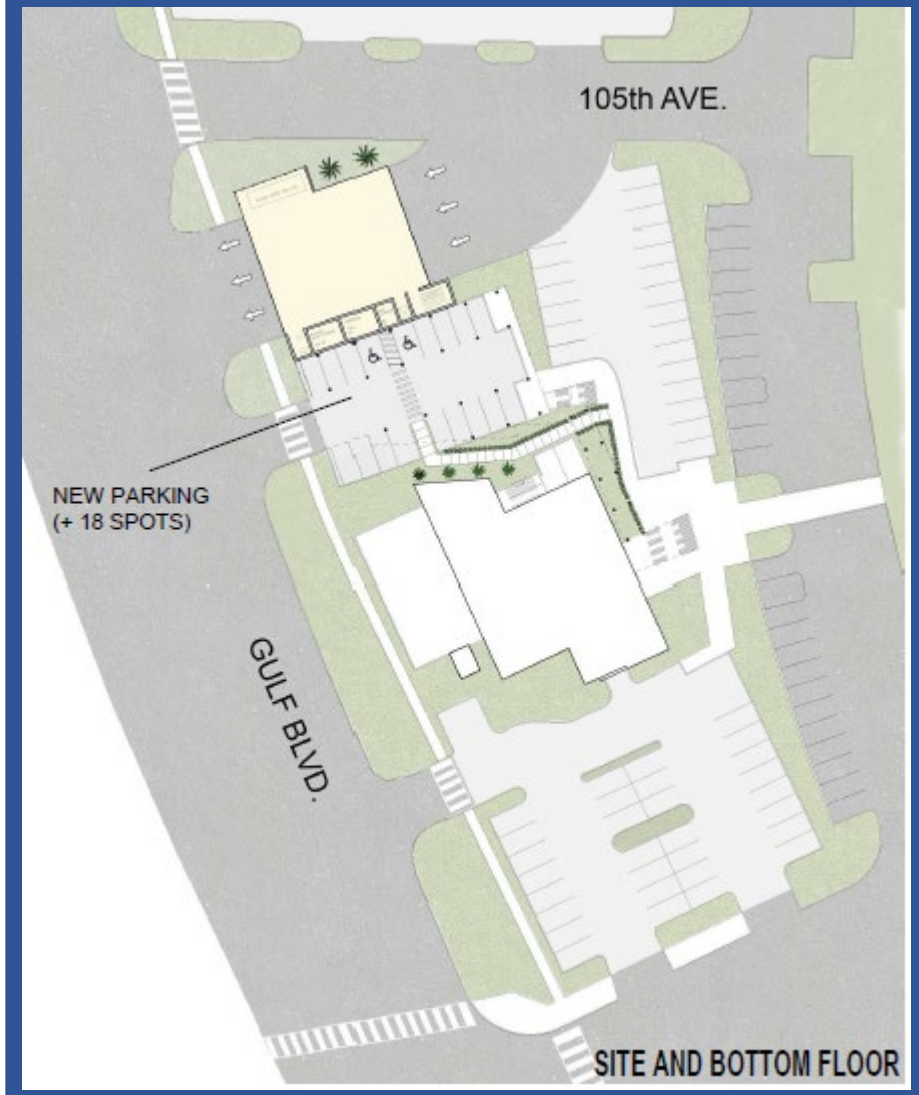
Public Safety Facility Location Options – Drive-Thru Fire Bays

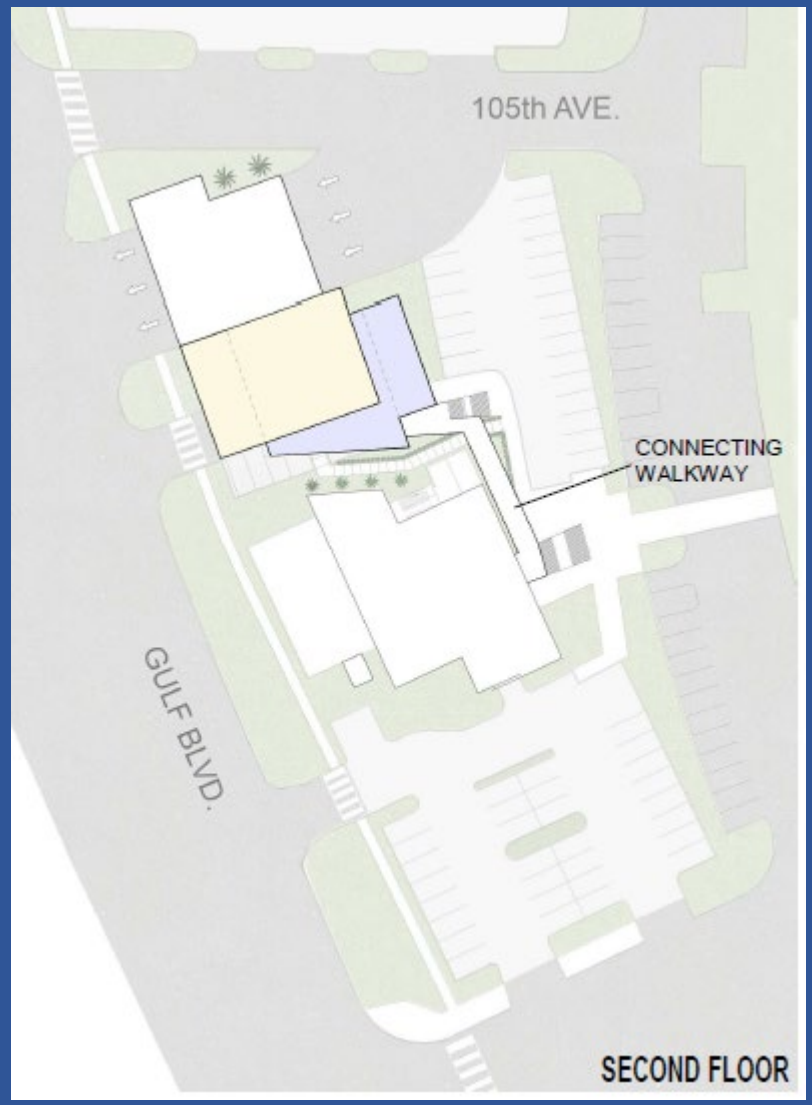
Option 1: 108th Ave. Alternative B

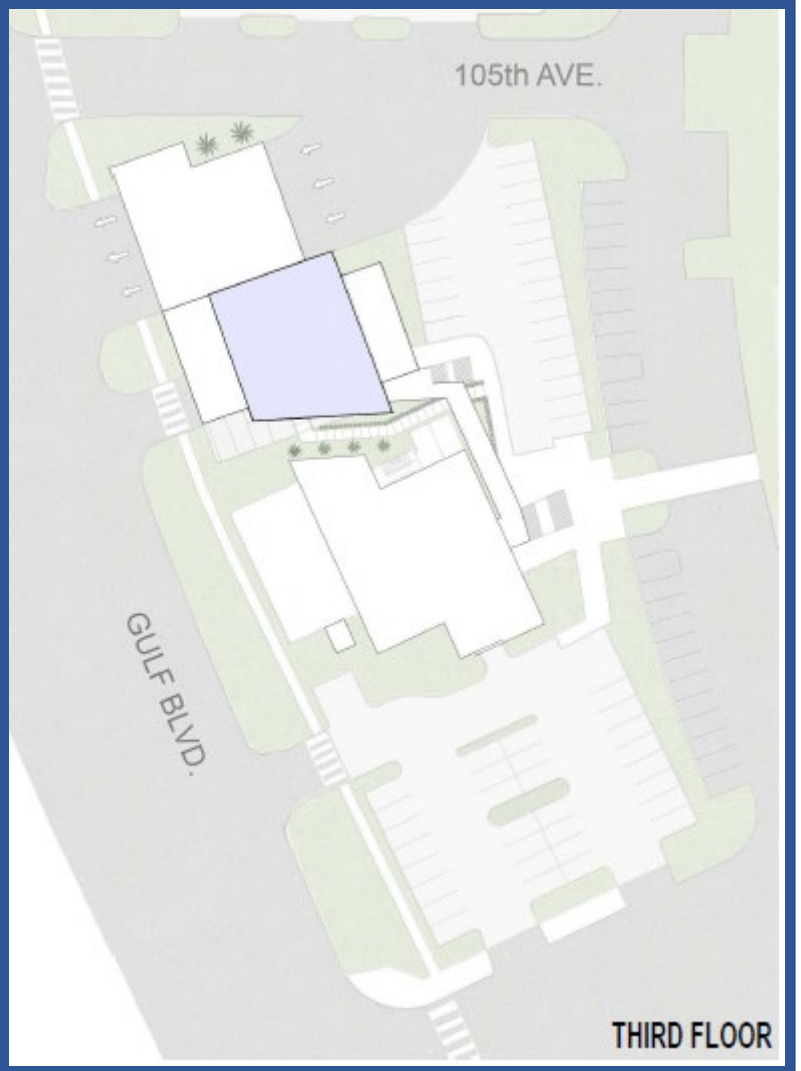
- Tighter turning radius takes up less space
- Path of travel – proximity to the seawall and difficult maneuverability
- Only one turn required to deploy a fire truck, making the emergency response times similar to today



Option 2 – 105th Ave. and Gulf Blvd. North of the New City Hall







POLICE PROGRAM

FIRE STATION PROGRAM

Fire / EMS Call Heat Map

Most recent 12 months

- Majority of calls result from the Gulf Blvd. commercial district.
- Relocating units west reduces the likelihood of having to respond automatic aid to jurisdictions off the island.



Draft Grant Application Description

- **Resiliency.** The existing building has a 5-ft finished floor elevation. New construction elevation will **exceed requirements** to achieve survivability for a Category 3 Hurricane.
- Reconstruction of an **aging critical asset.**
- Establishing **a viable EOC** within the City.
- **Terrain Modification.** Pursuing the City's terrain elevation goals to combat **Sea Level Rise.**
- **Relocation** to reduce Fire/EMS response times by **15%.**
- **Connection to the Community.** Makes City services more accessible in the center of town.

Construction of a New Public Safety Facility
Police & Fire Departments | Emergency Operations Center

POTENTIAL DOWNTOWN LOCATION – The City Center
Option 2 Detail



With an initial design and site plan, the City can apply for a Resilient FL construction grant Summer 2023

Option 2 Creates Space for a Large Waterfront Park on 108th Ave.

- Transient marina / kayak launch / water taxi drop-off to promote downtown access via the water
- Creates a place to play while using downtown services.
- Maximize park space with direct connection to downtown.



The park elements shown above are the result of an architect rendering and have not been discussed, even at a staff level.

Draft 108th Ave. Park Rendering



Next Steps

Select a location for the Public Safety Facility

→ It's preferred to have a decision soon as it could impact elements of the Public Works facility, and would facilitate preparation for the next grant application cycles.

→ Is more research / community engagement needed?

Authorize funds to perform the initial design, site plan and develop details for grant applications

→ Funding is available in the FY22 Budget for the facility's design.

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 4, 2025

SUBMITTED BY: Chuck Anderson, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Extension of Jacobs contract

BACKGROUND: With the recovery from Hurricanes Helene and Milton underway, city staff is actively engaged in recovery efforts including the issuance of permits. These permits are essential for restoring structures to their pre-storm condition, as every building in Treasure Island is located within the Special Flood Hazard Area.

Since City Hall opened to the public on October 22, 2024, more than 2,300 people have sought permit and disaster recovery assistance. This includes the filing of approximately 2013 permits. Previously, Jacobs had provided staff to augment these efforts, and is requesting to continue that service until March 28, 2025. Given the City's continuing priority to return residents to their homes and reopening businesses as quickly as possible, an extension of the original agreement is being sought.

POLICY/PURPOSE: The purpose of this agenda item is to enable Jacobs to continue to provide staff to support the Community Development department to accomplish Building Permit and Building Inspection administrative support services for the Treasure Island community.

STRATEGIC PLAN RELEVANCE: Administration Road Map; Goal 1: Develop, support, and retain a diverse workforce to serve the needs of the community

ANALYSIS/DISCUSSION: Jacobs has been working with the city since late November, and has provided needed assistance and relief to our staff. A not-to-exceed amount of $360,499 has been provided for this

	two months of services, and combining this amount with the original $316,673 brings the total amount to $677,172.
FUNDING:	General Funds and/or building funds with the expectation that reimbursement will be provided by FEMA and the state of Florida under the Category E Public Assistance program.
MOTION:	I move to approve Jacobs Amendment No. 1, Hurricane Recovery Support for services thru March 28, 2025, keeping the original terms and conditions and Exhibit C included in the original agreement still in effect.

ATTACHMENTS:
Treasure Island AMENDMENT NO 1 signature sheet Jan 27 (002).docx
Jacobs Original Contract.pdf

AMENDMENT NO. 1
HURRICANE RECOVERY SUPPORT
CITY OF TREASURE ISLAND, FLORIDA

On November 25, 2024, the City of Treasure Island (Client) signed a 30-Day Agreement with Jacobs Project Management Co. (Jacobs) for hurricane recovery support services. This agreement included a not-to-exceed (NTE) compensa?on amount of $316,673. This compensa?on is sufficient to cover Jacobs' costs through January 31, 2025.

The purpose of Amendment No. 1 is to further extend the Agreement to March 28, 2025, and increase the total NTE compensa?on amount by $360,499 to $677,172.

The terms and condi?ons included in the Agreement are s?ll in effect as is Exhibit C. Exhibits A (Scope of Services) and B (Compensa?on) applicable to this Amendment are a?ached.

ACCEPTED AND AGREED TO THIS _____ DAY OF JANUARY 2025

CLIENT	JACOBS
CITY OF TREASURE ISLAND, FLORIDA	JACOBS PROJECT MANAGEMENT CO.
By: _____	By: _____
Its: _____	Its: Vinay Uchil, Vice President

ATTEST

_____
City Clerk

EXHIBIT A – SCOPE OF SERVICES
AMENDMENT NO. 1

The City of Treasure Island ("Client") requested Building Permit and Building Inspection administrative support services from Jacobs to help Client with its' hurricane recovery efforts. Due to the emergency nature of this request, the Client issued Jacobs a notice-to-proceed (NTP) authorization on November 25, 2024 for these support services. This Amendment will extend the Agreement to March 28, 2025 and increase the not-to-exceed compensation amount. This Exhibit A reflects changes to the Scope of Services based on our experience during the past two months.

The Services provided are not within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Under CCNA, Professional services "means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

Jacobs is proposing to continue with the following Scope of Services during the period covered in Amendment No. 1.

1. Project Management and Advisory Services. Jacobs will provide project management and advisory services to support the utilization of our resources and advise the Client on FEMA related issues per our experience on similar programs.

2. Floodplain Managers (CFM certified): Jacobs will continue to support the Client with an experienced, onsite full time Floodplain Manager who will review permit applications, work with the public, and advise the Client on FEMA related requirements. We will also provide additional qualified Floodplain Managers who will review permit applications from remote locations.

3 Permit Technicians: These personnel will review permit applications, work with the public, and assist the Client as needed with processing building permits.

5. Planners with Zoning Experience: Jacobs will provide experienced planners to conduct zoning reviews of selected building permit applications. These reviews will be conducted remotely, and reviewers will require software support from the Client. The level of resources will be subject to the permit applications requiring zoning reviews.

6. Administrative Support: Jacobs will continue providing two part-time persons to support the administrative needs of the Client. These individuals will be onsite and are available to assist the Client with various needs. They may require some initial guidance from the Client if new tasks are introduced.

7. Building Inspector: We included hours in our cost estimate for one building inspector for a four-week period. If the demand for building inspector services increases during this period, we will add resources.

EXHIBIT B – COMPENSATION
AMENDMENT NO. 1

Jacobs proposes to undertake the services described in Exhibit A for an eight-week period for a Not-to-Exceed (NTE) amount of $360,499 pursuant to the terms and conditions contained in this Amendment and the Agreement. This amount includes labor, overhead, profit, expenses, and contingency. Jacobs will invoice the Client monthly for actual labor worked (on an hourly basis) and expenses. Including this Amendment and the Agreement, the total NTE Compensation amount is $677,172.

November 22, 2024

Mr. Chuck Anderson
City Manager
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

Subject: 30-Day Emergency Proposal
Building Permitting and Building Inspection Services
Hurricane Recovery Support

Dear Mr. Anderson:

Enclosed please find the 30-Day proposal submitted on behalf of Jacobs Project Management Co., a Delaware corporation duly authorized to conduct business in the State of Florida ("Jacobs" or "JACOBS") for providing building permitting and building inspection services to support the City of Treasure Island ("Client" or "CLIENT") with its hurricane recovery efforts. The proposal includes terms and conditions with the following two exhibits.

- Exhibit A – Scope of Services. Exhibit A includes the list of positions you provided us last week. Some of these positions are needed immediately and we are arranging to provide resources for these positions once the City issues us a notice-to-proceed (NTP). The other positions, as noted in Exhibit A, are positions we would like to discuss with you during the next 30-days to confirm your needs.
- Exhibit B -Compensation. Exhibit B includes our total not-to-exceed cost to provide the anticipated services for a 30-day period after the NTP is issued. This NTE amount includes all the costs for labor, overhead, profit, and expenses. We will invoice you after the 30-day period is completed using actual hours worked and expenses for travel, equipment, and miscellaneous items (T&M). Our total amount includes a contingency to cover any unexpected resources that may be needed.

During this 30-day period, we also would like to work with you and your staff on a 6-8 month agreement to refine and continue our services for the City. Please indicate your acceptance of the proposal and accompany terms and conditions by signing below.

Sincerely,

James Y. Chilton
James Y. Chilton
Program Manager
On behalf of Jacobs Project Management Co.

Robert Bauco
Robert Bauco
Vice President

JACOBS

TERMS AND CONDITIONS

AUTHORIZATION TO PROCEED. Signing this Proposal shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Proposal. Upon execution by both parties this Proposal may also be referred to as the "Agreement."

1. LABOR COSTS. In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

2. DIRECT EXPENSES. JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

3. OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.

4. COST ESTIMATES. Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

5. PROFESSIONAL STANDARDS. JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

6. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS.

7. LIMITATION OF LIABILITY. The total aggregate liability of JACOBS arising out of the performance or breach of this Agreement shall not exceed an amount equal to two times the compensation paid to JACOBS under this Agreement. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants. Nothing in this Section 7, shall limit Jacobs' indemnification obligations and liability in accordance with Section 26 entitled Indemnification.

8. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

9. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, with the written consent of Client, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

10. PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS. Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Proposal. All invoices shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. All payments shall be due on the date established by the Local Government Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Local Government Prompt Payment Act is received by the CLIENT. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The CLIENT does not pay sales tax and will provide sales tax exemption information at the written request of JACOBS, where necessary.

11. TERMINATION FOR NON-PAYMENT OF FEES. Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 10 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's

nonpayment.

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

13. CONSTRUCTION PHASE SERVICES. If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

14. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

15. FORCE MAJEURE. Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

16. ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

17. THIRD PARTY BENEFICIARIES. Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement., including but not limited to the general public, constituents or citizens of the CLIENT, nor shall it be construed as enforceable by any third parties.

18. EXHIBITS. Exhibits A, B, and C are attached hereto and incorporated herein by reference.

19. PUBLIC RECORDS. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by JACOBS on behalf of the CLIENT, JACOBS shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CLIENT to perform the work contemplated by this Proposal; (b) upon request from the CLIENT's custodian of public records, provide the CLIENT 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 Proposal and following completion or termination of this Proposal, if JACOBS does not transfer the records to the CLIENT in accordance with (d) below; and (d) upon completion or termination of this Proposal, (i) if the CLIENT, in its sole and absolute discretion, requests that all Public Records in possession of JACOBS be transferred to the CLIENT, JACOBS shall transfer, at no cost, to the CLIENT, all Public Records in possession of JACOBS within thirty (30) days of such request or (ii) if no such request is made by the CLIENT, JACOBS shall keep and maintain the Public Records required by the CLIENT to perform the work contemplated by this Proposal. If JACOBS transfers all Public Records to the CLIENT pursuant to (d)(i) above, JACOBS 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 CLIENT and provide the CLIENT with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If JACOBS keeps and maintains Public Records pursuant to (d)(ii) above, JACOBS shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CLIENT, upon request from the CLIENT's custodian of public records, in a

format that is compatible with the information technology of the CLIENT. If JACOBS does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CLIENT 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 JACOBS is acting on behalf of the CLIENT.

IF JACOBS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JACOBS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROPOSAL, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Telephone number: 727-547-4575; E-mail address: cityclerk@mytreasureisland.org; Mailing address: Attn: City Clerk, 10451 Gulf Blvd, Treasure Island, FL 33706

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

22. SCRUTINIZED COMPANIES. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, JACOBS certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Proposal, as of the effective date of this Proposal, and as of the effective date of any renewal of this Proposal. Notwithstanding anything contained in this Proposal to the contrary, the CLIENT may terminate this Proposal immediately for cause if: (1) JACOBS is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) JACOBS is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) JACOBS is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the CLIENT at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

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

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

25. GOVERNING LAW AND VENUE. This Proposal shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Proposal shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

26. INDEMNIFICATION. The Parties recognize that Jacobs is an independent contractor. Jacobs agrees indemnify hold harmless, and defend the Client, its commissioners, mayor, officers, employees, 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 third party claims related to personal injury or property damage, to the extent caused by the negligent or intentional act in the performance of the duties of JACOBS under this Agreement, the enforcement of this Agreement, or resulting from the activities of Jacobs in any way connected to his Agreement.. Jacobs's liability hereunder shall include all reasonable attorneys' fees and costs incurred by the Client, or in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Jacobs against the Client, and Jacobs hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Jacobs to indemnify the Client, is intended to nor shall it be construed as an additional waiver of sovereign immunity by Client beyond the Client'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 , Jacobs shall assume control of the defense of any claim asserted by a third party against the Client for which Jacobs is obligated to indemnify, defend, and hold harmless the Client and, in connection of such defense, shall appoint lead counsel in each case at Jacobs's expense. The Client shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Jacobs of any of its obligations hereunder. If Jacobs assumes control of the defense of any third-party claim in accordance with this section, Jacobs shall obtain the prior written consent of the Client before entering into any settlement of such claim. Notwithstanding anything to the contrary in this section, Jacobs shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the Client 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 Client, be detrimental in any material respect to the Client's reputation; (b) the third-party claim seeks an injunction or equitable relief against the Client; or (c) Jacobs 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.

27. TERMINATION. Client may terminate this contract at any time with 5 days prior written notice provided to Jacobs. Jacobs shall be paid for any Services performed up to and including the date of termination.

28. FEMA GRANT CONDITIONS. Jacobs understands that Client may, in part or in whole, make payments under this Agreement with funds received pursuant to federal grants received from the Federal Emergency Management Agency ("FEMA"). For FEMA grant funds to be used, certain contractual provisions must be included in the Agreement, which are attached as Exhibit C, FEMA Required Contract Provisions.

29. INSURANCE.

A. JACOBS 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 CLIENT accepts that JACOBS has satisfactorily completed all work required under the Contract; and cause to acquire and maintain the same.

1. JACOBS, if selected, will provide the CLIENT 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, if required by law and in the event of a claim for which insurance coverage is triggered, JACOBS will provide certified copies of JACOBS's relevant insurance policy documents to CLIENT's Risk Management representatives at a location mutually acceptable to the parties, provided that CLIENT's Risk Management representatives sign an NDA that conforms to the City's obligations under the FL Records Act. . New certificates shall be provided to the CLIENT 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: City Manager
10451 Gulf Blvd.
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers' Compensation policy, for JACOBS shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Contract with the CLIENT.

4. JACOBS shall notify the CLIENT 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 JACOBS from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by JACOBS unless excused from compliance in writing by the CLIENT. 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 CLIENT.

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. General Liability Insurance: JACOBS 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 CLIENT.

   $2,000,000 Per Job

3. Comprehensive Automobile Liability Insurance: JACOBS shall provide coverage for all owned, hired, and non-owned vehicles.

   $2,000,000 Combined Single Limit BI/PD

4. Excess/Umbrella Liability: JACOBS shall provide excess/umbrella coverage.

   $3,000,000 General Aggregate

C. These insurance requirements shall not limit the liability of JACOBS.

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 CLIENT.

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

JACOBS

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 CLIENT. The CLIENT may require JACOBS 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 by the CLIENT, 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 JACOBS for the protection of all persons, including employees, and property. JACOBS shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health,.

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

K. No Waiver
Neither approval nor failure to disapprove insurance furnished by JACOBS will relieve JACOBS from responsibility to prove insurance as required.

ACCEPTED AND AGREED TO THIS 25th DAY OF NOVEMBER 2024

CLIENT
CITY OF TREASURE ISLAND, FLORIDA

By: _____

Its: CITY MANAGER

ATTEST
Celine Edwell
City Clerk

JACOBS
JACOBS PROJECT MANAGEMENT CO.

By: Robert Bauce

Its: Vice President

JACOBS

Exhibit A – Scope of Services

The City of Treasure Island ("Client") has requested Building Permit and Building Inspection administrative support services from Jacobs to help Client with its' hurricane recovery efforts. Due to the emergency nature of this request, the Client will issue Jacobs a notice-to-proceed (NTP) authorization for the first 30 days of the support services. This will allow Jacobs to initiate services with available staff while a long term contract is negotiated and executed.

The Services provided are not within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Under CCNA, Professional services "means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

The Client requested the following support resources from Jacobs. In response to this request, Jacobs will undertake the services as described during this 30-day authorization.

1. (1) Community Development Assistant Director: During the first 30 days, Jacobs will further discuss this requirement with the Client. If the Client requires a fulltime person in this position, Jacobs will fill the position with an internal resource or recruit for a new employee. If the requirements can be meant with a part time employee, Jacobs will work on arrangements to assign an existing employee.

2. (2) Floodplain Managers (CFM certifications): Jacobs has resources available and will assist with flood plain reviews within 10 days of receiving an NTP for the 30-day authorization. Jacobs will review the requirements for a second position with the Client during the 30-day period. Jacobs anticipates filling a second position with internal resources.

3. (3) Building Plan Reviewers: Jacobs has plan reviewers who will begin reviewing plans once the NTP has been issued. Plan reviews will be completed remotely and will require software support from the Client. Jacobs will discuss additional plan review requirements with the Client during the 30-day period.

4. (3) Permit Technicians: Jacobs will provide two fulltime permit technicians once the Client issues the NTP. Jacobs will discuss the requirements for a third position with the Client during the 30-day period.

5. (2) Estimating Services: Jacobs understands the Client would like to have estimating assistance from two General Contractors. Jacobs will discuss this further with the Client and

subcontract with two General Contractors (or qualified cost consultants) for these estimating services if requested by the Client. These General Contractors will not be authorized to undertake any construction work.

7. (2) Planners with Zoning Experience: During the 30-day period, Jacobs will review the need for this requirement with the Client. If the Client decides these positions are needed and wants Jacobs to supply them, Jacobs will either assign existing resources or recruit externally.

8. (2) Administrative Professionals: During the 30-day period, Jacobs will review the need for this requirement with the Client. If the Client decides these positions are needed and wants Jacobs to supply them, Jacobs will arrange to fill these positions through local recruitment.

9. (2) FACE Level I Fundamentals of Code Enforcement Certified Code Inspectors: During the first week after issuance of the NTP, Jacobs will provide the Client a report as to the availability of Code Inspectors and any certification challenges. During the 30-day period, Jacobs will further the discussion with the Client on the timing requirements for these positions.

10. (1) FL-certified building official: Jacobs will discuss the requirements for this position with the Client during the 30-day period.

EXHIBIT B COMPENSATION

Jacobs proposes to undertake the services described in Exhibit A for a 30-day period following issuance of a Notice-to-Proceed (NTP) for a Not-to-Exceed amount of $316,673 pursuant to the terms and conditions contained herein. This amount includes labor, overhead, profit, expenses, and contingency. Jacobs will invoice Client after the 30-day period for actual labor worked (on an hourly basis) and expenses.

JACOBS

EXHIBIT C – FEMA REQUIRED CONTRACT PROVISIONS

1. Remedies. This provision applies only if this Agreement is for a purchase for more than the federal simplified acquisition threshold, which is currently $250,000. Should Jacobs violate or breach any term of the Agreement, the Client may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the Client may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.
2. Termination for Cause and Convenience. This provision applies only if this Agreement is for more than $10,000. For and in additional consideration of $10.00, if the Client determines that it is in its best interest to do so, the Client may terminate this Agreement without cause, and without penalty or expense to the Client, upon ten (10) days' written notice to Jacobs. 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. The Client may further terminate this Agreement with cause at any time immediately upon written notice to Jacobs, if: (a) Jacobs fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Jacobs fails to perform in the manner called for in this Agreement; or (c) Jacobs does not provide services in accordance with the requirements of the specifications in this Agreement. In its sole discretion, the Client may allow Jacobs an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the Client's written notice of termination to Jacobs shall state the time period in which cure is permitted and other appropriate conditions, if applicable. . This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.
3. Equal Employment Opportunity. This provision applies only if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. During the performance of this Agreement, Jacobs agrees as follows:
    (1) Jacobs will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Jacobs will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Jacobs agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Jacobs will, in all solicitations or advertisements for employees placed by or on behalf of Jacobs, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Jacobs will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Jacobs's legal duty to furnish information.

(4) Jacobs will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Jacobs's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Jacobs will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Jacobs will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Jacobs's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Jacobs may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Jacobs will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Jacobs will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Jacobs becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Jacobs may request the United States to enter into such litigation to protect the interests of the United States.

Jacobs further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Jacobs so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. Jacobs agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Jacobs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Jacobs further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Jacobs debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Jacobs and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Jacobs agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Jacobs under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Jacobs; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act – JACOBS certifies that there are no services provided under this Agreement that subject to the Davis-Bacon act. JACOBS understands that the City is seeking reimbursement from FEMA for the services provided under this Agreement. If FEMA limits or refuses to reimburse the City due to failure to include the Davis Back Act language in this Agreement (the "Damages"), JACOBS agrees to pay the Damages to the Client regardless of any limitations on liabilities within this Agreement. The Damages are only the amount of reimbursement lost due specifically to the lack of Davis-Bacon Act language/provisions in this Agreement..
5. Copeland Act. Jacobs shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Agreement.
6. Contract Work Hours and Safety Standards Act. This provision applies only to purchases over $100,000 that involve the employment of mechanics, laborers, and construction work.
    (1) Overtime requirements. No Jacobs or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
    (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section Jacobs and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Jacobs and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jacobs shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Jacobs or subcontractor under any such contract or any other federal contract with the same prime Jacobs, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Jacobs, such sums as may be determined to be necessary to satisfy any liabilities of such Jacobs or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(4) Subcontracts. Jacobs or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Jacobs shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

7. Rights to Inventions. If the Agreement meets FEMA's definition of funding agreement and Jacobs enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then Jacobs must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.
8. Clean Air Act and Federal Water Pollution Control Act. This provision applies only if the Agreement is for over $150,000. Jacobs agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Jacobs agrees to report each violation to the Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the

   appropriate Environmental Protection Agency Regional Office. Jacobs agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Jacobs further agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Jacobs agrees to report each violation to Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
9. Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Jacobs is required to verify that none of Jacobs's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or

disqualified (defined at 2 C.F.R. § 180.935). Jacobs must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that Jacobs did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

10. Byrd Anti-Lobbying Amendment. Jacobss who enter into an Agreement for more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
11. Procurement of Recovered Materials. In the performance of this Agreement, Jacobs shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program. Jacobs also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.
    (1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
    (2) Prohibitions.
        1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative

agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (3) of this clause applies, Jacobs and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

1. This clause does not prohibit Jacobss from providing—
    a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
    a. Covered telecommunications equipment or services that:
        i. Are not used as a substantial or essential component of any system; and
        ii. Are not used as critical technology of any system.
    b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

1. In the event Jacobs identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Jacobs is notified of such by a subcontractor at any tier or by any other source, Jacobs shall report the information in paragraph (4)2. of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.
2. Jacobs shall report the following information pursuant to paragraph (4)1. of this clause:
    a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    b. Within 10 business days of submitting the information in paragraph (4)2.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Jacobs shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. Jacobs shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, Jacobs should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
    (1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    (2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Anti-Human Trafficking Affidavit

renewing, or extending, a contract with the City of Treasure Island.

follows:

Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to

if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and

actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to

providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and

of perjury, I declare that I have read the forgoing document and that the facts stated in it are

Authorized Signature: Robert Bauco Date: 11/22/2024

Printed Name: Robert Bauco Title: Vice President

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online acknowledgment on behalf of the company/corporation. They ☑ are personally known to me or

Signature of Notary Public

STEPHANIE H. KUDROWITZ
Notary Public, State of New York
No. 01KU6372550
Qualified in New York County
Commission Expires June 2, 2026