BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, FEBRUARY 18, 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

D.1 Presentation of Fire Department Mission and Core Values Statements
Mission Statement.pdf

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 Renewal of Continuing Services Contracts, Multiple Disciplines
2025-02-04-PE-CON-TreasureIsland-RFQ18-19-07-FirstExtension.pdf
Reinstatement and First Extension of Haff- LANDSCAPE ARCHITECTURE AGREEMENT (02781389-5)-signed.pdf
Reinstatement and First Extension of Kimley-Horn- 1-WASTEWATER-STORMWATER AGREEMENT (02781387).pdf
Reinstatement and First Extension of Kimley-Horn- LANDSCAPE ARCHITECTURE AGREEMENT (02781383-2).pdf

G.2 Approval of Expenses to USA Voltage LLC for the Installation of concrete posts to

Replace and Elevate the south and north 200-amp service that supplies power to the beach wall for the Total Amount of $120,000.
25-170 COTI GF PK PROP.pdf

G.3 Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the Back to the Beach, *Sand & Kites & Coastal Delights* event.
FY25 Elite Event Agreement - Back to the Beach Sand Kites Coastal Delights to Organizer.pdf

H. ITEMS OF BUSINESS

H.1 Request to approve Ordinance 2025-01 creating a temporarily expanded time frame for Special Events.
Ord 2025-01 Chapter 68 Special Event Ordinance (02809251).pdf
Resolution 2025-01 LPA Ord 2025-01 Chapter 68 Spec Event Hurricane.pdf
Business Impact Ord 2025-01.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. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 18, 2025
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Presentation of Fire Department Mission and Core Values Statements
BACKGROUND:	As part of our new employee orientation process, our senior firefighters and officers found it difficult to express in words what our department's culture looked like. As a result, they requested to form a committee to codify these beliefs into our mission statement and statement of core values. We believe that these represent who we are as public servants.
POLICY/PURPOSE:	A committee of firefighters was convened to codify the culture and values that we see as the reasons for the services that we provide to the residents, businesses and visitors of Treasure Island.
STRATEGIC PLAN RELEVANCE:	Our fire department mission/core values detail the fire department's role in meeting the citywide mission as expressed in our 2020-2025 Strategic Plan, "We are dedicated to being good fiscal and environmental stewards of our community, while providing responsive, high-quality public services to meet the needs of our residents, business owners, and visitors - today and tomorrow."
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	No motion required. Fire department leadership would like for

the Commission to acknowledge the work of the firefighters and lieutenants who had the vision to create these statements.

ATTACHMENTS:
Mission Statement.pdf

Mission Statement

Treasure Island Fire Rescue is dedicated to protecting the lives, property, and environment of our community. We strive to provide exceptional emergency response, fire prevention, and safety education services with professionalism, integrity, and compassion. Through continuous training & community engagement, our Fire Department is committed to excellence for all who live, work & visit our beautiful coastal area.

Core Values

Integrity is the cornerstone of our Fire Department. We uphold the highest ethical standards; demonstrating honesty, accountability, and transparency in all our actions.

Professionalism defines our conduct and approach in the Fire Department. We represent our community with honor and strive to be role models of excellence in all our interactions and responsibilities.

Compassion is at the heart of our Fire Department's mission. We approach every situation with empathy, understanding, and kindness, recognizing the emotional and physical needs of those we serve.

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 18, 2025

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Renewal of Continuing Services Contracts, Multiple Disciplines

BACKGROUND: The Consultants' Competitive Negotiation Act (CCNA) dictates the process that must be followed in order to contract services in certain fields. Under this premise, the City issued Request for Qualifications 18-19-07 - Engineering, Mapping, and Landscape Architecture Services on March 8, 2019 and subsequently received 32 Statements of Qualifications (SOQs) for all eight disciplines advertised.

An evaluation committee scored the SOQs based upon the following criteria:

- SOQ completeness;
- Any known past performance;
- Willingness and ability to meet time and budget constraints;
- Location and availability of staff;
- Staff experience;
- Project approach; and
- References

This initial review resulted in a shortlist of up to five firms per discipline. Next, the shortlisted firms were invited to present before the committee, after which the firms were re-ranked. The presentations were scored based on the following criteria:

- Method of Presentation,
- Capability & Approach, and
- Responses to Questions

After hearing presentations from all ranked firms, staff completed the ranking process and negotiated hourly rates in accordance with statutory requirements and as authorized by the City Commission. To provide for flexibility and to cover a broad range of anticipated services, the City entered into 20 continuing service contracts in 2019. The contracts are for 7 different disciplines: Stormwater/Wastewater, Transportation/Subsurface Utility Engineering, Landscape Architecture, Geographic Information Systems, Moveable Bridges, Environmental/Geotechnical, and Structural Engineering.

POLICY/PURPOSE:

The execution of all contracts, agreements, and amendments thereof anticipated to exceed $25,000 are subject to City Commission approval.

STRATEGIC PLAN RELEVANCE:

N/A

This is a renewal of existing engineering contracts to continue operations.

ANALYSIS/DISCUSSION:

The original Request for Qualifications to solicit these services was conducted in FY19. The term of the contracts is for 5 years with the option of one two-year extension. This a request to renew the contracts for an additional two years.

FUNDING:

The use of these contracts is on an as-needed basis, subject to additional approval by the City Commission when annual expenditures meet or exceed $25,000 or exceed the annual budget.

MOTION:

I move to approve the City Manager to execute the attached contract reinstatements and extensions with Kimley-Horn, Halff Associates, Jones Edmunds & Associates in their associated disciplines.

ATTACHMENTS:

2025-02-04-PE-CON-TreasureIsland-RFQ18-19-07-FirstExtension.pdf
Reinstatement and First Extension of Haff- LANDSCAPE ARCHITECTURE AGREEMENT (02781389-5)-signed.pdf
Reinstatement and First Extension of Kimley-Horn- 1-WASTEWATER-STORMWATER AGREEMENT (02781387).pdf
Reinstatement and First Extension of Kimley-Horn- LANDSCAPE ARCHITECTURE AGREEMENT (02781383-2).pdf

REINSTATEMENT AND FIRST EXTENSION OF THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND JONES, EDMUNDS & ASSOCIATES, INC., PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 4 - MAPPING, GIS, ASSET MGMT

This Reinstatement and First Extension of the Contract between the City of Treasure Island and Jones, Edmunds & Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 4 - Mapping, GIS, Asset Mgmt (the "Extension"), made and entered into this ___ day of _____, 2024 (the Effective Date), reinstates and extends that certain Contract between the City of Treasure Island and Jones, Edmunds & Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 4 - Mapping, GIS, Asset Mgmt (the "Agreement") entered into on October 15, 2019, by the City of Treasure Island, a municipal corporation of the State of Florida ("City"), and Jones, Edmunds & Associates, Inc., a Florida for-profit corporation ("Consultant"), having its principal address at 13545 Progress Blvd. Suite 100, Alachua, FL 32615 (collectively, the "Parties").

WITNESSETH:

WHEREAS, under the Agreement, the City contracted with Consultant to provide engineering, mapping, and landscape architectural services related to mapping, GIS, asset management; and

WHEREAS, the Agreement was in effect for its initial five-year term from October 15, 2019 to October 15, 2024, but has inadvertently expired; and

WHEREAS, the Agreement provided that its initial term could be extended for one additional two-year term upon the mutual written agreement of the Parties; and

WHEREAS, the Parties continue to operate under the Agreement; and

WHEREAS the Parties desire to reinstate the Agreement and extend it for one additional two-year term as provided for in the Agreement, with such additional term having been considered to have begun on October 15, 2024 and terminating on October 14, 2026.

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

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

II. REINSTATEMENT OF AGREEMENT. The Agreement is reinstated as of the Effective Date of this Extension on the same terms and conditions stated in the Agreement except as specifically modified in this Extension, and shall be in full force and effect, unless earlier terminated by the Parties as provided in the Agreement.

III. AMENDING RATES: The Agreement is amended to incorporate a new rate of compensation as of October 15, 2024, for all services rendered by Consultant under the Agreement. The Consultant will be compensated in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B".

IV. AMENDING TERMS: The following terms are added to the Agreement.

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

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

1.3 Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 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. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

1.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

1.5 In its design and/or administration of any "public works project" on behalf of the City, the Consultant will comply with the requirements of section 255.0993, Florida Statutes (2024). As used in this clause, "public works project" means activity paid for with any State of Florida funds administered by the City which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Consultant, or anyone under its control, will comply with the requirements of section 255.0993. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Consultant will exercise its professional

judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Consultant will comply with section 255.0993.

V. EXTENSION. The Agreement is extended for a two-year term, with such term beginning on October 15, 2024 and terminating October 14, 2026, unless renewed or terminated before such date as provided in the Agreement.

VI. MISCELLANEOUS.

A. Conflicts. All other provisions of the Agreement not specifically addressed by this Extension shall remain in full force and effect. To the extent that this Extension conflicts with the Agreement, the provisions of this Extension shall govern.

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

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

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the Effective Date.

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Celine Kidwell, City Clerk

JONES, EDMUNDS & ASSOCIATES, INC.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Feb 4, 2025 16:28 EST)

Print Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

WITNESS:

Linda Lyles
Signature

Linda Lyles
Printed Name

Exhibit B

EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Jones Edmunds & Associates, Inc.
Discipline: GIS/Mapping

Year 2 Base Rate Increase: (in %) >			5.0%
Position/Classification/Title	**Initial Rates**	**Year 1***	**Year 2***
Project Officer	$ 97.50	$ 292.50	$ 307.13
Senior Project Manager	$ 75.00	$ 225.00	$ 236.25
Project Manager	$ 60.00	$ 180.00	$ 189.00
Chief Engineer	$ 85.00	$ 255.00	$ 267.75
Senior Engineer	$ 75.00	$ 225.00	$ 236.25
Senior Scientist	$ 55.00	$ 165.00	$ 173.25
Project Engineer	$ 55.00	$ 165.00	$ 173.25
Engineer	$ 45.00	$ 135.00	$ 141.75
Engineer Intern	$ 35.00	$ 105.00	$ 110.25
Senior CADD Designer	$ 37.50	$ 112.50	$ 118.13
CADD Designer	$ 35.00	$ 105.00	$ 110.25
Implementation Senior Systems Analyst	$ 60.00	$ 180.00	$ 189.00
Implementation Manager	$ 77.50	$ 232.50	$ 244.13
Implementation Senior Project Manager	$ 72.50	$ 217.50	$ 228.38
Implementation GIS Consultant	$ 35.00	$ 105.00	$ 110.25
Implementation Project Manager	$ 65.00	$ 195.00	$ 204.75
Sr. GIS Analyst or Sr. GIS Programmer	$ 40.00	$ 120.00	$ 126.00
GIS Analyst or Programmer	$ 27.50	$ 82.50	$ 86.63
Implementation Specialist	$ 35.00	$ 105.00	$ 110.25
Senior GIS Technician	$ 27.50	$ 82.50	$ 86.63
GIS Technician	$ 22.50	$ 67.50	$ 70.88
Senior Database Administrator	$ 60.00	$ 180.00	$ 189.00
Database Administrator	$ 45.00	$ 135.00	$ 141.75
Environmental Data Analyst	$ 30.00	$ 90.00	$ 94.50
Senior Administrative Assistant	$ 30.00	$ 90.00	$ 94.50

Overhead/Fringe multiplier:** 3.00

Signature

President & CEO
Title

Stanley F. Ferreira, Jr., PE
Printed Name

9/30/24
Date

Notes:

* Rates effective upon expiration of the initial term, and annually thereafter.
** Overhead/Fringe Multiplier to remain constant throughout contract

REINSTATEMENT AND FIRST EXTENSION OF THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND HALFF ASSOCIATES, INC., PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 3- LANDSCAPE ARCHITECTURE

This Reinstatement and First Extension of the Contract between the City of Treasure Island and Halff Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture (the "Extension"), made and entered into this ___ day of _____, 2025 (the "Effective Date"), reinstates and extends that certain Contract between the City of Treasure Island and Halff Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture (the "Agreement") entered into on October 15, 2019, by the City of Treasure Island, a municipal corporation of the State of Florida ("City"), and Halff Associates, Inc., a Foreign for-profit corporation ("Consultant"), having its principal address at 1201 N. Bowser Rd., Richardson, TX 75081, and local office at 1000 N. Ashley Dr., Ste. 900, Tampa, FL 33602 (collectively, the "Parties").

WITNESSETH:

WHEREAS, on October 15, 2019, the City and the Consultant's predecessor in interest, Genesis Halff, Inc., entered into that certain Contract Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture ("Original Agreement"); and

WHEREAS, on March 18, 2020, the Original Agreement was assigned to the Consultant ("Assignment") (collectively the Original Agreement and Assignment shall be referred to as "Agreement"); and

WHEREAS, under the Agreement, the City contracted with Consultant to provide engineering, mapping, and landscape architectural services related to landscape architecture; and

WHEREAS, the Agreement was in effect for its initial five-year term from October 15, 2019 to October 15, 2024 but has inadvertently expired; and

WHEREAS, the Agreement provided that its initial term could be extended for one additional two-year term upon the mutual written agreement of the Parties; and

WHEREAS, the Parties continue to operate under the Agreement; and

WHEREAS the Parties desire to ratify and reinstate the Agreement and extend it for one additional two-year term as provided for in the Agreement, with such additional term having been considered to have begun on October 15, 2024 and terminating on October 14, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, understandings, undertakings, representations, and promises, and for other good and valuable

consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

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

II. REINSTATEMENT OF AGREEMENT. The Agreement is ratified and reinstated as of the Effective Date of this Extension on the same terms and conditions stated in the Agreement except as specifically modified in this Extension, and shall be in full force and effect, unless earlier terminated by the Parties as provided in the Agreement.

III. AMENDING RATES: The Agreement is amended to incorporate a new rate of compensation as of October 15, 2024, for all services rendered by Consultant under the Agreement. The Consultant will be compensated in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B".

IV. AMENDING TERMS: The following terms are added to the Agreement.

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

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

1.3 Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 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. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

1.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

1.5 In its design and/or administration of any "public works project" on behalf of the City, the Consultant will comply with the requirements of section 255.0993, Florida Statutes (2024). As used in this clause, "public works project" means activity paid for with any State of Florida funds administered by the City which consists of the construction,

maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Consultant, or anyone under its control, will comply with the requirements of section 255.0993. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Consultant will exercise its professional judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Consultant will comply with section 255.0993.

V. EXTENSION. The Agreement is extended for a two-year term, with such term beginning on October 15, 2024 and terminating on October 14, 2026, unless renewed or terminated before such date as provided in the Agreement.

VI. MISCELLANEOUS.

A. Conflicts. All other provisions of the Agreement not specifically addressed by this Extension shall remain in full force and effect. To the extent that this Extension conflicts with the Agreement, the provisions of this Extension shall govern.

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

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

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the Effective Date.

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Celine Kidwell, City Clerk

HALFF ASSOCIATES, INC.

By: _____

Print Name: Brandyn D. Littleton

Title: VP, Operations Manager, Tampa

WITNESS:

_____

Signature

Maryann T. Nespolini

Printed Name

EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Halff
Discipline: Landscape Architecture

	Year 2 Base Rate Increase: (in %) >		3.0%
Position/Classification/Title	**Initial Rates**	**Year 1***	**Year 2***
Landscape / Planner I	$ 30.83	$ 92.48	$ 95.25
Landscape / Planner II	$ 39.81	$ 119.43	$ 123.02
Landscape / Planner III	$ 50.25	$ 150.74	$ 155.26
Landscape / Planner IV	$ 60.68	$ 182.04	$ 187.50
Landscape / Planner V	$ 84.74	$ 254.22	$ 261.84
CEI Services I	$ 30.43	$ 91.30	$ 94.04
CEI Services II	$ 32.75	$ 98.26	$ 101.21
CEI Services III	$ 34.49	$ 103.48	$ 106.58
CEI Services IV	$ 46.09	$ 138.26	$ 142.41
CEI Services V	$ 60.58	$ 181.74	$ 187.19
GIS Specialist I	$ 31.30	$ 93.91	$ 96.73
GIS Specialist II	$ 37.10	$ 111.30	$ 114.64
GIS Specialist III	$ 53.33	$ 160.00	$ 164.80
GIS Specialist IV	$ 62.61	$ 187.83	$ 193.46
GIS Specialist V	$ 111.88	$ 335.65	$ 345.72
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

Overhead/Fringe multiplier:** 3.00

Signature

VP, Operations Manager, Tampa
Title

Brandyn D. Littleton
Printed Name

2/4/25
Date

Notes:

* Rates effective upon expiration of the initial term, and annually thereafter.
** Overhead/Fringe Multiplier to remain constant throughout contract

REINSTATEMENT AND FIRST EXTENSION OF THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND KIMLEY HORN AND ASSOCIATES, INC., PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 1- WASTEWATER/STORMWATER

This Reinstatement and First Extension of the Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 1- Wastewater/Stormwater Engineering (the "Extension"), made and entered into this ___ day of _____, 2024 (the "Effective Date"), reinstates and extends that certain Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 1- Wastewater/Stormwater Engineering (the "Agreement") entered into on October 15, 2019, by the City of Treasure Island, a municipal corporation of the State of Florida ("City"), and Kimley Horn and Associates, Inc., a Foreign for-profit corporation ("Consultant"), having its principal address at 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 (collectively, the "Parties").

WITNESSETH:

WHEREAS, under the Agreement, the City contracted with Consultant to provide engineering, mapping, and landscape architectural services related to wastewater, and stormwater; and

WHEREAS, the Agreement was in effect for its initial five-year term from October 15, 2019 to October 15, 2024 but has inadvertently expired; and

WHEREAS, the Agreement provided that its initial term could be extended for one additional two-year term upon the mutual written agreement of the Parties; and

WHEREAS, the Parties continue to operate under the Agreement; and

WHEREAS the Parties desire to reinstate the Agreement and extend it for one additional two-year term as provided for in the Agreement, with such additional term having been considered to have begun on October 15, 2024 and terminating on October 14, 2026.

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

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

II. REINSTATEMENT OF AGREEMENT. The Agreement is reinstated as of the Effective Date of this Extension on the same terms and conditions stated in the Agreement except as specifically modified in this Extension, and shall be in full force and effect, unless earlier terminated by the Parties as provided in the Agreement.

III. AMENDING RATES: The Agreement is amended to incorporate a new rate of compensation as of October 15, 2024, for all services rendered by Consultant under the Agreement. The Consultant will be compensated in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B".

IV. AMENDING TERMS: The following terms are added to the Agreement.

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

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

1.3 Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 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. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

1.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

1.5 In its design and/or administration of any "public works project" on behalf of the City, the Consultant will comply with the requirements of section 255.0993, Florida Statutes (2024). As used in this clause, "public works project" means activity paid for with any State of Florida funds administered by the City which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Consultant, or anyone under its control, will comply with the requirements of section 255.0993. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Consultant will exercise its professional

judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Consultant will comply with section 255.0993.

V. EXTENSION. The Agreement is extended for a two-year term, with such term beginning on October 15, 2024 and terminating on October 14, 2026, unless renewed or terminated before such date as provided in the Agreement.

VI. MISCELLANEOUS.

A. Conflicts. All other provisions of the Agreement not specifically addressed by this Extension shall remain in full force and effect. To the extent that this Extension conflicts with the Agreement, the provisions of this Extension shall govern.

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

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

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the Effective Date.

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Celine Kidwell, City Clerk

KIMLEY HORN AND ASSOCIATES, INC.

By: DocuSigned by: _____

Print Name: Mark Bishop

Title: Senior Vice President

WITNESS:

_____

Signature

_____

Printed Name

Exhibit B

EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Kimley-Horn
Discipline: Wastewater/Stormwater

Year 2 Base Rate Increase: (in %) > 4.5%

Position/Classification/Title	Initial Rates	Year 1*	Year 2*
Senior Professional 2	$ 110.38	$ 331.14	$ 346.04
Senior Professional 1	$ 93.89	$ 281.67	$ 294.35
Senior Project Manager	$ 100.52	$ 301.56	$ 315.13
Project Manager	$ 70.24	$ 210.72	$ 220.20
Project Professional 2	$ 78.88	$ 236.64	$ 247.29
Project Professional 1	$ 64.44	$ 193.32	$ 202.02
Professional 2	$ 52.89	$ 158.67	$ 165.81
Professional 1	$ 46.93	$ 140.79	$ 147.13
Analyst 3	$ 43.50	$ 130.50	$ 136.37
Analyst 2	$ 40.78	$ 122.34	$ 127.85
Analyst 1	$ 38.76	$ 116.28	$ 121.51
Senior Designer	$ 62.43	$ 187.29	$ 195.72
Designer	$ 51.36	$ 154.08	$ 161.01
CADD Technician	$ 33.91	$ 101.73	$ 106.31
Senior Admin / Tech Support	$ 61.08	$ 183.24	$ 191.49
Admin / Tech Support	$ 33.50	$ 100.50	$ 105.02
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Signature

Senior Vice President
Title

Mark Bishop
Printed Name

11/14/2024
Date

Notes:

* Rates effective upon expiration of the initial term, and annually thereafter.
** Overhead/Fringe Multiplier to remain constant throughout contract

REINSTATEMENT AND FIRST EXTENSION OF THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND KIMLEY HORN AND ASSOCIATES, INC., PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 3- LANDSCAPE ARCHITECTURE

This Reinstatement and First Extension of the Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture (the "Extension"), made and entered into this ___ day of _____, 2025 (the "Effective Date"), reinstates and extends that certain Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture (the "Agreement") entered into on October 15, 2019, by the City of Treasure Island, a municipal corporation of the State of Florida ("City"), and Kimley Horn and Associates, Inc., a Foreign for-profit corporation ("Consultant"), having its principal address at 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411 (collectively, the "Parties").

WITNESSETH:

WHEREAS, under the Agreement, the City contracted with Consultant to provide engineering, mapping, and landscape architectural services related to landscape architecture; and

WHEREAS, the Agreement was in effect for its initial five-year term from October 15, 2019 to October 15, 2024 but has inadvertently expired; and

WHEREAS, the Agreement provided that its initial term could be extended for one additional two-year term upon the mutual written agreement of the Parties; and

WHEREAS, the Parties continue to operate under the Agreement; and

WHEREAS the Parties desire to reinstate the Agreement and extend it for one additional two-year term as provided for in the Agreement, with such additional term having been considered to have begun on October 15, 2024 and terminating on October 14, 2026.

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

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

II. REINSTATEMENT OF AGREEMENT. The Agreement is reinstated as of the Effective Date of this Extension on the same terms and conditions stated in the Agreement except as specifically modified in this Extension, and shall be in full force and effect, unless earlier terminated by the Parties as provided in the Agreement.

III. AMENDING RATES: The Agreement is amended to incorporate a new rate of compensation as of October 15, 2024, for all services rendered by Consultant under the Agreement. The Consultant will be compensated in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B".

IV. AMENDING TERMS: The following terms are added to the Agreement.

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

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

1.3 Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 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. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

1.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

1.5 In its design and/or administration of any "public works project" on behalf of the City, the Consultant will comply with the requirements of section 255.0993, Florida Statutes (2024). As used in this clause, "public works project" means activity paid for with any State of Florida funds administered by the City which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Consultant, or anyone under its control, will comply with the requirements of section 255.0993. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Consultant will exercise its professional

judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Consultant will comply with section 255.0993.

V. EXTENSION. The Agreement is extended for a two-year term, with such term beginning on October 15, 2024 and terminating on October 14, 2026, unless renewed or terminated before such date as provided in the Agreement.

VI. MISCELLANEOUS.

A. Conflicts. All other provisions of the Agreement not specifically addressed by this Extension shall remain in full force and effect. To the extent that this Extension conflicts with the Agreement, the provisions of this Extension shall govern.

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

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

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the Effective Date.

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Celine Kidwell, City Clerk

KIMLEY HORN AND ASSOCIATES, INC.

By: DocuSigned by: _____ BA964A861B39448...

Print Name: Mark Bishop

Title: Senior Vice President

WITNESS:

_____

Signature

_____

Printed Name

Exhibit B

EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Kimley-Horn
Discipline: 3 - Landscape Architecture

Year 2 Base Rate Increase: (in %) > 4.5%

Position/Classification/Title	Initial Rates	Year 1*	Year 2*
Senior Professional 2	$ 110.38	$ 331.14	$ 346.04
Senior Professional 1	$ 93.89	$ 281.67	$ 294.35
Senior Project Manager	$ 100.52	$ 301.56	$ 315.13
Project Manager	$ 70.24	$ 210.72	$ 220.20
Project Professional 2	$ 78.88	$ 236.64	$ 247.29
Project Professional 1	$ 64.44	$ 193.32	$ 202.02
Professional 2	$ 52.89	$ 158.67	$ 165.81
Professional 1	$ 46.93	$ 140.79	$ 147.13
Analyst 3	$ 43.50	$ 130.50	$ 136.37
Analyst 2	$ 40.78	$ 122.34	$ 127.85
Analyst 1	$ 38.76	$ 116.28	$ 121.51
Senior Designer	$ 62.43	$ 187.29	$ 195.72
Designer	$ 51.36	$ 154.08	$ 161.01
CADD Technician	$ 33.91	$ 101.73	$ 106.31
Senior Admin / Tech Support	$ 61.08	$ 183.24	$ 191.49
Admin / Tech Support	$ 33.50	$ 100.50	$ 105.02
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

Overhead/Fringe multiplier:** 3.00

DocuSigned by:
BA064AB51B39448...
Signature

Senior Vice President
Title

Mark Bishop
Printed Name

1/7/2025
Date

Notes:

* Rates effective upon expiration of the initial term, and annually thereafter.
** Overhead/Fringe Multiplier to remain constant throughout contract

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 18, 2025

SUBMITTED BY: Mike Helfrich, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Approval of Expenses to USA Voltage LLC for the Installation of concrete posts to Replace and Elevate the south and north 200-amp service that supplies power to the beach wall for the Total Amount of $120,000.

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 power supply.

POLICY/PURPOSE:

Approve of expenses to USA Voltage LLC for the Installation of concrete posts to Replace and Elevate the south and north 200-amp service that supplies power to the beach wall for the Total Amount of $120,000.

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 supply for the Trail were damaged beyond repair.

The cost for the repairs is $120,000. **(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 Approval of Expenses to USA Voltage LLC for the Installation of concrete posts to Replace and Elevate the south and north 200-amp service that supplies power to the beach wall for the Total Amount of $120,000.

ATTACHMENTS:
25-170 COTI GF PK PROP.pdf

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

Job #25-170 **PROPOSAL** **11/21/2024**

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:
Repair power due to hurricane

Replace and elevate southern most 200 amp service that supplies power to the beach wall:
*Install concrete post
*Install new 200 amp meter socket
*Install 200 amp stainless steel panel and associated breakers
*Replace and lengthen Duke Energy feeder
*Supply platform to comply with Duke Energy meter access requirements
*Waterproof all extended circuits

$ 40,000.00

Replace 1st panel north:
*Install concrete post
*Install 200 amp stainless steel panel and associated circuit breakers
*Waterproof all extended circuits

$ 20,000.00

Replace 2nd panel north:
*Install concrete post
*Install 200 amp stainless steel panel and associated circuit breakers
*Waterproof all extended circuits

$ 20,000.00

Replace and elevate northern most 200 amp service that supplies power to the beach wall:

*Install concrete post
*Install new 200 amp meter socket
*Install 200 amp stainless steel panel and associated breakers
*Replace and lengthen Duke Energy feeder
*Supply platform to comply with Duke Energy meter access requirements
*Waterproof all extended circuits

	$ 40,000.00
TOTAL AMOUNT OF THIS PROPOSAL:	**$ 120,000.00**

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 18, 2025
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the Back to the Beach, *Sand & Kites & Coastal Delights* event.
BACKGROUND:	Elite Events are a major driver of tourism to the area for both locals and visitors, benefiting both Pinellas County and the City of Treasure Island. To continue promoting tourism and funding events, the Pinellas County Board of County Commission developed this Elite Events Funding Program. Since 2018, the City of Treasure Island has received the Visit St. Petersburg/Clearwater Elite Event Funding for Sanding Ovations.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the Back to the Beach, S*and & Kites & Coastal Delights* event.
STRATEGIC PLAN RELEVANCE:	Community Road Map. GOAL 1, Promote a socially connected community through implementation of the Master Park Plan; OBJECTIVE 3: Expand programming opportunities and unique community events; BOLD ACTION 2: Highlight family friendly and sustainability-focused events.
ANALYSIS/DISCUSSION:	Visit St. Petersburg/Clearwater is a valued partner for the annual Sanding Ovations providing marketing and operational funding to continue to grow the event. This year, VSPC launched Cycle 2 of the Elite Funding

Program. Staff submitted an application for the Cycle 2 Elite Funding for the Back to the Beach, *Sand & Kites & Coastal Delights* event on March 8 & 9, 2025 and received funding of $25,000.

FUNDING:

Funds for community events are budgeted in the Parks and Recreation Administration Community Events account, 001-5720-49900 and Contractual Service 001-5720-34000 accounts. Sponsorships and revenues from vendor fees, bar operations, and parking offset the cost of the event.

Pinellas County agrees to pay to the City of Treasure Island the sum of Twelve Thousand Five Hundred Dollars ($12,500.00) for Sponsorship benefits and up to the sum of Twelve Thousand Five Hundred Dollars ($12,500.00) for Marketing and Advertising expenditures for a total sum of Twenty-Five Thousand Dollars ($25,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event.

Visit St. Petersburg/Clearwater (VSPC) will reimburse the marketing and advertising expenditures upon submittal of documentation including vendor invoices and promotional/campaign documents that support the event marketing plan. The funds are payable to the City within forty-five (45) calendar days after the event.

MOTION:

I move to approve and authorize the City Manager to execute the Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the Back to the Beach, *Sand & Kites & Coastal Delights* event on March 8 & 9, 2025.

ATTACHMENTS:

FY25 Elite Event Agreement - Back to the Beach Sand Kites Coastal Delights to Organizer.pdf

TOURISM PROMOTION AGREEMENT

Back to the Beach, Sand & Kites & Coastal Delights

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20___ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of Visit St. Pete-Clearwater ("VisitSPC"), and City of Treasure Island, a municipality ("Event Organizer") (collectively, the "Parties," or individually, a "Party").

WITNESSETH:

WHEREAS, in accordance with Section 118-32, Pinellas County Code, and Section 125.0104, Florida Statutes, VisitSPC is responsible for promoting tourism in Pinellas County, including funding activities, services, and events that have as one of their main purposes the attraction of tourists, as evidenced by the promotion of the activity, service, or event to tourists; and

WHEREAS, the County, on behalf of VisitSPC, agrees to provide Tourist Development Tax funding for the Back to the Beach, Sand & Kites & Coastal Delights to be held March 8 – 9, 2025 ("Event"), organized and operated by the Event Organizer to promote Pinellas County tourism as pursuant to the promotion program described in Exhibit A;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement will commence on the Effective Date and remain in full force and effect through September 9, 2025, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Twelve Thousand Five Hundred Dollars ($12,500.00) for Sponsorship benefits and up to the sum of Twelve Thousand Five Hundred Dollars ($12,500.00) for Marketing and Advertising expenditures for a total sum of Twenty-Five Thousand Dollars ($25,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A, which is incorporated into this Agreement ("Promotion Program"). The County will pay the funding in accordance with the following:

A. Marketing and Advertising expenditures will be paid on a reimbursement basis upon submittal of required documentation to the County which must include a copy of subcontractor/vendor invoices that support the marketing plan attached hereto as Exhibit B for which Event Organizer is seeking reimbursement, as well as other such documentation as required by VisitSPC.

B. The funding will be due and payable within forty-five (45) calendar days of Event completion, upon Event Organizer submitting an invoice with all documentation required in Section 2.A and 2.H. at the address set out in Section 4.

_____
Initials

C. For convenience, payment will be made by the County to the Event Organizer in accordance with the procedures outlined in §218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." However, the Parties agree that receipt of funding under this Agreement does not make the municipality a "vendor" and this is not a "purchase" as defined by the Act. Therefore, interest accrual, dispute resolution, and other substantive provisions of the Act do not apply.

D. In the event the Event Organizer: (i) cancels the Event or does not conduct the Event for any reason including, but not limited to, infeasibility, voluntary action, or non-voluntary mandates; or (ii) is not in compliance with the terms and conditions of the Agreement; or (iii) is dissolved, or ceases or suspends its operations for any reason, then any sums not paid or disbursed to the Event Organizer will be deobligated, and will not be paid. The parties further agree that if an Event Organizer cancels an event per (i, ii, or iii) above after entering into a fully executed funding agreement but pre-event, the Event Organizer must either: 1) remit any sponsorship funding monies advanced pre-event which were used for operating expenses minus any value received by County up until cancellation as determined by VisitSPC staff in their sole discretion; or 2) seek reimbursement for allowable marketing deliverables per the Agreement, but only as to those actual, verifiable marketing deliverable costs incurred by the Event Organizer up until the time of cancelling the event and to the extent of value received by County as determined by VisitSPC staff in their sole discretion. If the Event is cancelled for any reason, this Agreement may be amended in writing by mutual agreement of the Parties to authorize funding on revised terms.

E. The Event Organizer will repay the County for all illegal or unlawful expenditures of the funding herein, or for expenditures made by The Event Organizer in breach of any covenant, term, or condition of this Agreement, including illegal, unlawful, and/or unauthorized expenditures discovered after the expiration of the term.

F. The Event Organizer will provide immediate written notice to VisitSPC if the Event is cancelled, rescheduled, or the scope of the Event is substantially changed from the Event as described in Event Organizer's funding request.

G. The Event Organizer may amend or revise the Promotion Program only with the prior written consent from the Director of VisitSPC, or his designee.

H. The Event Organizer will provide a written final report to VisitSPC within forty-five (45) calendar days of Event completion, which at a minimum will include documentation establishing that the Event Organizer provided the promotional benefits described in the Promotion Program, including any documentation required in Exhibit A, and will specify attendance at the Event and room nights generated by the Event in Pinellas County, the methodology used for computing the room nights—which methodology must be documentable, supportable, and calculated in compliance with tourism market and research analysis industry standards—and such other information as required by VisitSPC. Failure to submit the report as required will disqualify the Event Organizer from being eligible for funding in future years.

_____
Initials

3. A. The Event Organizer will organize, manage, operate and/or conduct the programs, activities, and events, and be solely responsible for all costs and expenses related to the Event.

B. The Event Organizer represents and warrants that it has substantial experience and skill in the business of organizing and promoting the Event or similar events, and agrees to use its best efforts to organize, manage, operate and conduct the Event in a professional manner, calculated to create a high quality, pleasant, accessible, safe, and enjoyable experience for all participants/attendees.

4. Each Party hereby designates the person set forth below as its respective contact person. The person designated is each Party's prime contact person for coordinating Promotion Program related activities. Notices or reports will be sent to the attention of each Party's contact person by U.S. mail, postage prepaid, or email to the Parties' addresses as set forth below:

For the County:	For the Event Organizer:
Craig Campbell, Director	Cathy Hayduke
Brand Activations	Parks and Recreation Director
Visit St. Pete-Clearwater	City of Treasure Island
8200 Bryan Dairy Rd., Suite 200	10451 Gulf Boulevard
Largo, FL 33777	Treasure Island, FL 33706
Craig@VisitSPC.com	CHayduke@MyTreasureIsland.org

Any changes to the above representatives or addresses must be provided to the other Party in writing.

5. A. The County reserves the right to terminate this Agreement without cause by giving fifteen (15) days advance written notice to the Event Organizer of its election to terminate pursuant to this provision. Should this Agreement be terminated, or the Event postponed as provided herein, Event Organizer will only be entitled to reimbursement of actual costs for goods and/or services received by County from Event Organizer up until the date of postponement or termination of this Agreement, as determined by VisitSPC staff at their sole discretion. Reimbursement will be based upon submittal and receipt of all supporting, appropriate documentation for such costs.

B. The failure of either Party to comply with any material provisions of this Agreement will be considered in breach thereof, and be cause for immediate termination of the Agreement upon written notice to the defaulting Party.

C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the County. Further, obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the County for any or all of this Agreement, the County will not be obligated to pay for any promotion benefits provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Event Organizer in writing of such failure of appropriation, and upon such notice, this Agreement will terminate without penalty to the County.

_____
Initials

6. A. The Event Organizer will, upon request, permit the County to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Event Organizer will maintain all such records and documents for at least three (3) years following termination of the Agreement, including but not limited to all documents in support of the Event Organizer's funding application and post-event reporting, in accordance with the Retention Schedule as put forth by the Florida Department of State.

B. The County through VisitSPC or VisitSPC's vendor, has the right to collect attendee data on-site during the Event using methods including, but not limited to data technology, analytics, surveys, etc. for the purposes of substantiating/verifying Event Organizer's final report and for collecting other information pertinent to the destination. Upon request, Event Organizer will grant VisitSPC staff or VisitSPC's designated vendor access to the Event and provide any reasonable assistance needed to accomplish this task.

7. A. Neither the County nor the Event Organizer will make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor the Event Organizer will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Event Organizer of its business, whether caused by the Event Organizer's negligence or willful action or failure to act.

B. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon the Event Organizer or the Event Organizer's assets, or upon the County in connection with services performed or business conducted by the Event Organizer. Payment of all such taxes and liabilities will be the responsibility of the Event Organizer.

C. To the extent provided by law and without waiving sovereign immunity, the Event Organizer will indemnify, pay the cost of defense, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including all costs of defense incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the Event Organizer; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed intellectual property, trademark, patent, or copyright infringement or litigation based thereon; except only such injury or damage as has been occasioned by the sole negligence of the County. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Event Organizer or an extension of the Event Organizer's liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes.

_____
Initials

8. A. The Event Organizer will conduct the Event in compliance with all applicable federal, state, and local laws.

B. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Nothing in this Agreement will be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, The Event Organizer will not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment, or waiver to or of this Agreement will be valid or binding unless in writing and signed by both Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and any contractor, subcontractor or supplier of the Event Organizer, and at all times the Event Organizer is and will remain an independent contractor and not an agent of the County or VisitSPC.

H. Sections 2.D, 2.E., 6.A., and 7.A., B. and C. will survive the expiration of the term or termination of this Agreement.

I. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

J. This Agreement will be construed, interpreted, and governed by the laws of the State of Florida.

9. Event Organizer acknowledges that information and data it manages in connection with the subject of this Agreement may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Event Organizer agrees that it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Event Organizer agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records associated with this Agreement.

10. By signing this Agreement below, Signer attests to all of the following:

_____
Initials

A. Signer has the legal authority to enter into the Agreement on behalf of the Applicant organization;

B. Signer is not deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party, including signer's employer, as a result of this funding award; and

C. Signer is not aware of any other third party deriving any direct or indirect benefit or bonus, monetary or otherwise, from the Applicant organization or any other party as a result of this funding award.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the day and year first above written.

PINELLAS COUNTY, FLORIDA
by and through its
Director of Administrative Services

By: _____
Joe Lauro

CITY OF TREASURE ISLAND

By: _____
Charles Anderson, City Manager

[Corporate Seal]

_____
Initials

Pinellas County TDC Elite Event Funding FY25
Benefits & Deliverables
Exhibit A

Event Name: Back to the Beach, Sand & Kites & Coastal Delights ("Event")
Event Dates: March 8-9, 2025
Marketing & Advertising Up To Funding Amount: $12,500
Sponsorship Contribution: $12,500
Total Contribution: $25,000

I. VisitSPC will receive, in exchange for its financial support, the following benefits at no additional charge, except as noted:

A. Official Designation Status
   i. Presenting Sponsor

B. Marketing & Advertising Benefits
   i. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VisitSPC will reimburse Event up to the sum of $12,500 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3rd party invoice(s), proof of payment and proofs or samples that match the marketing plan and other such documentation as may be required by VisitSPC.

C. Sponsorship Benefits
   i. VisitSPC logo in all marketing and promotional materials.
   ii. Event Content to be shared with VisitSPC for current and future promotional use.
   iii. VisitSPC logo and "ampersand" campaign to be depicted throughout Event primary sand sculpture, which will remain on the beach through April 18, 2025.
   iv. VisitSPC logo and brand messaging to be placed on City of Treasure Island website and Facebook pages with hyperlink to VisitSPC website.
   v. VisitSPC to be featured in social media and eblasts promoting the Event.
   vi. Onsite
      a. Up to 20x20 activation space at Event.
      b. Mobile street teams are permitted.
      c. Signage/banners on main stage.
      d. Public Address announcements and speaking opportunities throughout the Event.
      e. Beach parking for activation team on day(s) of Event.
      f. Ten (10) parking passes for VisitSPC guests.

D. Additional VisitSPC Requirements (unless superseded by deliverables described above)
   i. Brand Placements & Messaging
      a. VisitSPC brand placement on the Event's website and any marketing collateral where all of Event sponsors are recognized, at a minimum.

_____
Initials

b. VisitSPC mention and/or logo placement in any press materials as an official sponsor as outlined above. VisitSPC must review prior to distribution.
c. Event to include a “Places to Stay” section on its website “sponsored by Visit St. Pete-Clearwater" featuring a link or widget that links to VisitSPC accommodations to encourage overnight visitation.
d. Inclusion in a minimum of two (2) dedicated Pre-Event and one (1) dedicated Post-Event email messages to attendees. Timing and content to be provided by VisitSPC.

ii. Talent & Media Access
a. Event to provide access to talent (e.g. player appearances, artists, etc.) and, when required, gather VisitSPC releases and authorization for Event promotional purposes (e.g. social media, etc.).
b. Event to provide VisitSPC a minimum of four (4) media access passes to cover and promote the Event if requested by VisitSPC.

iii. Event Onsite
a. Event to provide worker passes/credentials with appropriate access, parking passes, meals under the Event’s volunteer program, golf cart if available, water and ice, and electrical power (requirements TBD) to VisitSPC display.
b. VisitSPC to provide a concert stage structure to be utilized in a mutually agreeable location at Event. Signage to be produced by VisitSPC. Structure and signage to be installed by VisitSPC vendor. Event to provide or otherwise secure sound, audio/visual, talent, power, and permits, if required, at no cost to VisitSPC.

iv. Data Collection & Reporting
a. VisitSPC to provide an Adara Software Development Kit (“SDK”) for Event to implement onto its website to understand the customer/visitor journey. Data to be shared with Event to provide post-event insights.
b. VisitSPC may implement crowd attendee technology services or resources on site at the Event.
c. Any Ticketed Event to provide Zip Code Data in an Excel format post event upon request by VisitSPC.

v. B2B / Networking Events
a. Event to provide VisitSPC a minimum of four (4) invitations to ancillary sponsor events and initiate introductions to Event sponsors upon request by VisitSPC.

_____
Initials

ELITE EVENT PROPOSED MARKETING & ADVERTISING PLAN

Media Category	Media Vendor/ Partner	Market	Media Placement Timing	Media Placement Detail	Media Cost (NET to Vendor)	Media Cost (IN-KIND)	Comments
Print-Digital	Times Publishing	Tampa-Pinellas-Jacksonville	Mid-February to March 8, 2025	TBT Weekend, 3x4.75" 4-color ad & Tampabay.com	$ 3,000.00		
Social Media	City & Sanding Ovations Website & Facebook Pages; The Coffer Newsletter; Facebook Ad Campaign - Boost Impressions	Targeted Markets	February 1-March 9, 2025	Promtional Posts and Videos	$ 250.00		
Print	Tampa Bay Newspapers (TBN)	Pinellas	Mid-February to March 8, 2025		$ 1,500.00		
Website, Email, Social Media	Clear Vision Media	Pinellas, Manatee, Hillsborough, Pasco	Feb-25	Various	$ 7,500.00		Provide content for socail media
					$ 12,250.00	**$ -**	

Note: Media plan input document <u>MUST INCLUDE</u> - Vendor, Market, Timing, Placement Detail, Impressions by Placement Type, Total Net Spending

_____
Initials

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 18, 2025
SUBMITTED BY:	Kathryn Younkin, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Request to approve Ordinance 2025-01 creating a temporarily expanded time frame for Special Events.
BACKGROUND:	In response to the extreme damage caused to structures in the city in the wake of three hurricanes in 2024, which damaged most structures in the city, staff has recommended the changes outlined in the Ordinance to allow businesses to operate on a temporary basis while the permanent structures are being repaired.
POLICY/PURPOSE:	To provide relief to business owners in the post storm / reconstruction environment.
STRATEGIC PLAN RELEVANCE:	Goal 1: Foster a vibrant business community Objective 2: Implement the Economic Development Vision Bold Action 1: Perform a review of local ordinances and Land Development Regulations Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations
ANALYSIS/DISCUSSION:	Staff has brought forward a change to the Special Event section of Chapter 68 Land Development regulations for Special Events. Special events are defined in Sect 68-2 as: Special event means an approved activity that can be either recurring or non-

recurring. Such event is usually for a short duration of time and is usually an entertainment, education, cultural, or neighborhood event including, but not limited to, activities such as organized neighborhood yard sales, neighborhood block parties, wedding receptions on the beach, spaghetti dinners, special beach events, beach clean-ups, outdoor concerts and movies, outdoor morning markets, bazaars, parades, and carnivals. Such events extend beyond the normal uses and standards allowed by the land development regulations of the city.

The city's current regulations limit special events to 9 days, and this proposed Ordinance will allow businesses that are in the process of rebuilding to extend the approval of events to six months, with an option for two additional three-month extensions. For instance, a restaurant may have food trucks, tents, restroom trailers, or other amenities as long as sufficient parking remains. Events will still be subject to conditions of approval as listed in the code for compliance with parking, lighting, noise, or hours of operation that will be set out in the specific approval.

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-01 to expand the timeframe associated with certain special events.

ATTACHMENTS:
Ord 2025-01 Chapter 68 Special Event Ordinance (02809251).pdf
Resolution 2025-01 LPA Ord 2025-01 Chapter 68 Spec Event Hurricane.pdf
Business Impact Ord 2025-01.pdf

ORDINANCE 2025-01

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 68-571, "SPECIAL EVENT PERMIT" TO ALLOW FOR CERTAIN EXTENDED SPECIAL EVENTS FOR A LIMITED TIME IN THE AFTERMATH OF HURRICANES HELENE AND MILTON SO THAT BUSINESSES MAY BEGIN TEMPORARY OPERATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates zoning within the City; 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 relief from certain event restrictions: 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 relief from certain event restrictions: and

WHEREAS, the City wished to provide relief from some of the existing City Code of Ordinances and Land Development Regulations ("Code") restrictions on special events, in this time of substantial repair, elevation, and reconstruction; and

WHEREAS, the current regulations restrict special events to a 9 day period and in order to support the business community by providing an opportunity to operate in a temporary manner for a longer time period while their buildings are under construction: and

WHEREAS, the Local Planning Agency has held a meeting to discuss these revisions and recommends approval of such revisions; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to revise various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

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

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

SECTION 2. That Section 68-571, Special event permit, of Chapter 68, Zoning Regulations, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-571. - Special event permit.

(a) *Application procedure and permitting process for a special event permit on private property or when closing city streets.* An applicant shall provide the community improvement department with the following written information and accompanied fee no less than 45 working days prior to the proposed event or activity in support of its application for a permit hereunder:

(1) Name, address, and contact information of the applicant and a contact person (sponsoring business or organization);
(2) Location of activities for which permit is sought;
(3) A notarized letter of permission from the property owner if the location of the special event is being held on private property not owned by the applicant;
(4) Detailed description of the proposed special event; specific nature and purpose of all activities for which permit is sought; any fees charged to attend the event;
(5) Specific dates and hours of set-up and tear-down;
(6) Specific days and hours of activities sought to be permitted;
(7) Specific location and physical dimensions included in a drawing of any and all:
    a. Structures (existing and temporary);
    b. Event and vendor vehicle parking;
    c. All tents (Note: tents greater than ten feet by ten feet require a tent permit);
    d. Signs and/or banners on site;
    e. Generators;
    f. Stages;
    g. Sound equipment;
    h. Restroom facilities;
    i. Lighting;

j. Vendors booths;
l. Fencing; or
m. Any equipment sought to be used in conjunction with activities.

(8) Further, no permit shall be issued hereunder for the requested special event unless the applicant reasonably establishes that the following concerns have been addressed in a manner that is consistent with the interests of the public health, safety, and general welfare:

a. Traffic access egress/traffic circulation;
b. Pedestrian safety;
c. Sanitation and litter control;
d. Restroom facilities;
e. Event parking (on-site/off-site);
f Crowd control;
g. Liability insurance;
h. Vendors and their current licensure;
i. Entity responsible for maintenance during event and cleanup following each day of the event;
j. Alcohol control;
k. Temporary signage on or off site; and
~~j~~l. Location of any street and/or sidewalk closures.

Upon review of the requirements set forth in this section by the community improvement department after consultation with the appropriate city staff, and upon finding that the permitted activity as proposed will not unduly impair the public health, safety or welfare of the city and will minimize any possible disruptions to adjoining or neighboring residents or establishments, a permit shall be granted or granted with conditions unless upon staff's discretion, the special event permit requires city commission approval.

(b) *Number per year and duration.* Not more than four special event permits in any 12-month period shall be held at the same location. Each event from setup through breakdown shall not exceed nine consecutive days.

Time exemption. In response to the number of structures damaged by Hurricane Helene and Hurricane Milton in September and October of 2024, special events on commercial properties may be allowed to continue for a 6-month duration with an option for 3- one month extensions through February 18, 2026, as long as the building containing the principal use is not operational on the property and repair or replacement of the building is in the permitting process or under construction These time exempted special events must follow the parking requirements which would be applicable based on the event area size. All temporary structures are to be removed within 12 hours of issuance of a tropical storm or hurricane warning. All conditions of special event approval must be met throughout the duration of the special event. Except as otherwise provided in the Time Exemption, all other provisions of the special event permit regulations apply.

(c) *Conditions of special event permit approval.* In granting a special event permit, the community improvement department may prescribe appropriate conditions and safeguards. Conditions of approval may include, but are not limited to:

(1) Regulations of hours and days;

(2) Requirements/guarantees for cleanup and removal of tents/structures/equipment;

(3) Return of site to its original state within a specified period of time;

(4) Regulation of permit duration;

(5**)** Regulation of signs and advertising;

(6) Regulation of lighting;

(7) Regulation of public address or sound system;

(8) Regulation of gas, smoke, noise, fumes, vibrations or other nuisances; and

(9) Such other conditions as are deemed necessary to protect the health, safety and welfare of the community.

(d) *Permit denials, appeal and notice.* If a permit for a special event is denied, written notice of denial shall be given to the applicant. The applicant may appeal the decision to the city commission by giving written notice to the city clerk within 30 calendar days of the decision for denial

(e) *Revocation.*

(1) The special event permit may be revoked immediately if in the sole and absolute discretion of the city manager or designee the permittee is in violation of any law or activity that endangers the public health, safety, or general welfare.

(2) Any special event permit issued by the community improvement director shall be considered null and void if the operation or activity does not conform to the approved plan or plan of operations.

(f) *Fee.* The city commission shall set each fee in appendix A and said fees may be amended from time to time by city commission. All fees are non-refundable.

Staff will determine if the special event permit will need community improvement department director's approval or city commission approval during a pre-application meeting.

(g) *Exemptions.* This section shall not apply to:

(1) Neighborhood events including, but not limited to, activities such as organized neighborhood yard sales, neighborhood block parties, spaghetti dinners and other similar activities sponsored by neighborhood, civic, non-profit or religious organizations and beach clean-ups.

(2) City sponsored events, including but not limited to, special beach events, outdoor concerts and movies or outdoor morning markets.

(3) Other special events to be held at public facilities or recreation areas including the public beach, parks, and bay or gulf. Such activities require permission of the city commission.

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

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

SECTION 5. CODIFICATION. Section~~s~~ 2-~~16~~ of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect upon the first day of the month immediately following the adoption of the ordinance.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2025.

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

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Tia Payton, Interim City Clerk

LOCAL PLANNING AGENCY
RESOLUTION NO. 2025-01

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 68-571, "SPECIAL EVENT PERMIT" TO ALLOW FOR CERTAIN EXTENDED SPECIAL EVENTS FOR A LIMITED TIME IN THE AFTERMATH OF HURRICANES HELENE AND MILTON SO THAT BUSINESSES MAY BEGIN TEMPORARY OPERATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on February 13, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on February 13, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-01 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on February 13, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-01 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2025-01, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 19th Day of DECEMBER 2024.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

02-13-2025
Date

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 68-571, "SPECIAL EVENT PERMIT" TO ALLOW FOR CERTAIN EXTENDED SPECIAL EVENTS FOR A LIMITED TIME IN THE AFTERMATH OF HURRICANES HELENE AND MILTON SO THAT BUSINESSES MAY BEGIN TEMPORARY OPERATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

Both Hurricane Helene in September 2024 and Hurricane Milton in October 2024, caused storm surge and high winds which caused significant damage to properties in the city.
The City wished to provide relief from some of the existing City Code of Ordinances and Land Development Regulations ("Code") time restrictions on special events, in this time of substantial repair, elevation, and reconstruction. The current regulations restrict special events to a 9-day period and in order to support the business community this Ordinance provides an opportunity to operate in a temporary manner for a longer time period (up to six months initially with 2 additional three month extensions available) while their buildings are under construction.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

The only cost would be the already existing cost for application for a Special Event permit, this Ordinance allows the time of the event to be extended.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no new charge or fee.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The regulatory costs would be the same as they are now, which involves a permit fee for the review of the special event application. This application may be reviewed by several departments and may include , building, zoning, floodplain, fire, police and public works, dependent on the complexity of the request.
This existing fee is either $100 (staff review) or $200 (City Commission review).

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):
Having multiple options for visitors may increase business for other businesses within the city.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

All businesses in Treasure Island which have not yet opened post storm could potentially benefit from this Ordinance.

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

REINSTATEMENT AND FIRST EXTENSION OF THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND KIMLEY HORN AND ASSOCIATES, INC., PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 3- LANDSCAPE ARCHITECTURE

This Reinstatement and First Extension of the Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture (the "Extension"), made and entered into this ___ day of _____, 2025 (the "Effective Date"), reinstates and extends that certain Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 3- Landscape Architecture (the "Agreement") entered into on October 15, 2019, by the City of Treasure Island, a municipal corporation of the State of Florida ("City"), and Kimley Horn and Associates, Inc., a Foreign for-profit corporation ("Consultant"), having its principal address at 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411 (collectively, the "Parties").

WITNESSETH:

WHEREAS, under the Agreement, the City contracted with Consultant to provide engineering, mapping, and landscape architectural services related to landscape architecture; and

WHEREAS, the Agreement was in effect for its initial five-year term from October 15, 2019 to October 15, 2024 but has inadvertently expired; and

WHEREAS, the Agreement provided that its initial term could be extended for one additional two-year term upon the mutual written agreement of the Parties; and

WHEREAS, the Parties continue to operate under the Agreement; and

WHEREAS the Parties desire to reinstate the Agreement and extend it for one additional two-year term as provided for in the Agreement, with such additional term having been considered to have begun on October 15, 2024 and terminating on October 14, 2026.

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

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

II. REINSTATEMENT OF AGREEMENT. The Agreement is reinstated as of the Effective Date of this Extension on the same terms and conditions stated in the Agreement except as specifically modified in this Extension, and shall be in full force and effect, unless earlier terminated by the Parties as provided in the Agreement.

III. AMENDING RATES: The Agreement is amended to incorporate a new rate of compensation as of October 15, 2024, for all services rendered by Consultant under the Agreement. The Consultant will be compensated in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B".

IV. AMENDING TERMS: The following terms are added to the Agreement.

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

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

1.3 Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 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. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

1.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

1.5 In its design and/or administration of any "public works project" on behalf of the City, the Consultant will comply with the requirements of section 255.0993, Florida Statutes (2024). As used in this clause, "public works project" means activity paid for with any State of Florida funds administered by the City which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Consultant, or anyone under its control, will comply with the requirements of section 255.0993. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Consultant will exercise its professional

judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Consultant will comply with section 255.0993.

V. EXTENSION. The Agreement is extended for a two-year term, with such term beginning on October 15, 2024 and terminating on October 14, 2026, unless renewed or terminated before such date as provided in the Agreement.

VI. MISCELLANEOUS.

A. Conflicts. All other provisions of the Agreement not specifically addressed by this Extension shall remain in full force and effect. To the extent that this Extension conflicts with the Agreement, the provisions of this Extension shall govern.

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

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

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the Effective Date.

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Celine Kidwell, City Clerk

KIMLEY HORN AND ASSOCIATES, INC.

By: DocuSigned by: _____ BA964A861B39448...

Print Name: Mark Bishop

Title: Senior Vice President

WITNESS:

_____

Signature

_____

Printed Name

Exhibit B

EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Kimley-Horn
Discipline: 3 - Landscape Architecture

Year 2 Base Rate Increase: (in %) > 4.5%

Position/Classification/Title	Initial Rates	Year 1*	Year 2*
Senior Professional 2	$ 110.38	$ 331.14	$ 346.04
Senior Professional 1	$ 93.89	$ 281.67	$ 294.35
Senior Project Manager	$ 100.52	$ 301.56	$ 315.13
Project Manager	$ 70.24	$ 210.72	$ 220.20
Project Professional 2	$ 78.88	$ 236.64	$ 247.29
Project Professional 1	$ 64.44	$ 193.32	$ 202.02
Professional 2	$ 52.89	$ 158.67	$ 165.81
Professional 1	$ 46.93	$ 140.79	$ 147.13
Analyst 3	$ 43.50	$ 130.50	$ 136.37
Analyst 2	$ 40.78	$ 122.34	$ 127.85
Analyst 1	$ 38.76	$ 116.28	$ 121.51
Senior Designer	$ 62.43	$ 187.29	$ 195.72
Designer	$ 51.36	$ 154.08	$ 161.01
CADD Technician	$ 33.91	$ 101.73	$ 106.31
Senior Admin / Tech Support	$ 61.08	$ 183.24	$ 191.49
Admin / Tech Support	$ 33.50	$ 100.50	$ 105.02
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

Overhead/Fringe multiplier:** 3.00

DocuSigned by:
BA064AB51B39448...
Signature

Senior Vice President
Title

Mark Bishop
Printed Name

1/7/2025
Date

Notes:

* Rates effective upon expiration of the initial term, and annually thereafter.
** Overhead/Fringe Multiplier to remain constant throughout contract

REINSTATEMENT AND FIRST EXTENSION OF THE CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND KIMLEY HORN AND ASSOCIATES, INC., PERTAINING TO ENGINEERING, MAPPING & LANDSCAPE ARCHITECTURAL SERVICES RFQ 18-19-07 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 1- WASTEWATER/STORMWATER

This Reinstatement and First Extension of the Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 1- Wastewater/Stormwater Engineering (the "Extension"), made and entered into this ___ day of _____, 2024 (the "Effective Date"), reinstates and extends that certain Contract between the City of Treasure Island and Kimley Horn and Associates, Inc., Pertaining to Engineering, Mapping & Landscape Architectural Services RFQ 18-19-07 Agreement for Professional Services – Discipline: 1- Wastewater/Stormwater Engineering (the "Agreement") entered into on October 15, 2019, by the City of Treasure Island, a municipal corporation of the State of Florida ("City"), and Kimley Horn and Associates, Inc., a Foreign for-profit corporation ("Consultant"), having its principal address at 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 (collectively, the "Parties").

WITNESSETH:

WHEREAS, under the Agreement, the City contracted with Consultant to provide engineering, mapping, and landscape architectural services related to wastewater, and stormwater; and

WHEREAS, the Agreement was in effect for its initial five-year term from October 15, 2019 to October 15, 2024 but has inadvertently expired; and

WHEREAS, the Agreement provided that its initial term could be extended for one additional two-year term upon the mutual written agreement of the Parties; and

WHEREAS, the Parties continue to operate under the Agreement; and

WHEREAS the Parties desire to reinstate the Agreement and extend it for one additional two-year term as provided for in the Agreement, with such additional term having been considered to have begun on October 15, 2024 and terminating on October 14, 2026.

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

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

II. REINSTATEMENT OF AGREEMENT. The Agreement is reinstated as of the Effective Date of this Extension on the same terms and conditions stated in the Agreement except as specifically modified in this Extension, and shall be in full force and effect, unless earlier terminated by the Parties as provided in the Agreement.

III. AMENDING RATES: The Agreement is amended to incorporate a new rate of compensation as of October 15, 2024, for all services rendered by Consultant under the Agreement. The Consultant will be compensated in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B".

IV. AMENDING TERMS: The following terms are added to the Agreement.

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

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

1.3 Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 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. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

1.4 By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Consultant has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

1.5 In its design and/or administration of any "public works project" on behalf of the City, the Consultant will comply with the requirements of section 255.0993, Florida Statutes (2024). As used in this clause, "public works project" means activity paid for with any State of Florida funds administered by the City which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Consultant, or anyone under its control, will comply with the requirements of section 255.0993. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Consultant will exercise its professional

judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Consultant will comply with section 255.0993.

V. EXTENSION. The Agreement is extended for a two-year term, with such term beginning on October 15, 2024 and terminating on October 14, 2026, unless renewed or terminated before such date as provided in the Agreement.

VI. MISCELLANEOUS.

A. Conflicts. All other provisions of the Agreement not specifically addressed by this Extension shall remain in full force and effect. To the extent that this Extension conflicts with the Agreement, the provisions of this Extension shall govern.

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

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

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the Effective Date.

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Celine Kidwell, City Clerk

KIMLEY HORN AND ASSOCIATES, INC.

By: DocuSigned by: _____

Print Name: Mark Bishop

Title: Senior Vice President

WITNESS:

_____

Signature

_____

Printed Name

Exhibit B

EXHIBIT B: RFQ 18-19-07 Contract Rates

Company Name: Kimley-Horn
Discipline: Wastewater/Stormwater

Year 2 Base Rate Increase: (in %) > 4.5%

Position/Classification/Title	Initial Rates	Year 1*	Year 2*
Senior Professional 2	$ 110.38	$ 331.14	$ 346.04
Senior Professional 1	$ 93.89	$ 281.67	$ 294.35
Senior Project Manager	$ 100.52	$ 301.56	$ 315.13
Project Manager	$ 70.24	$ 210.72	$ 220.20
Project Professional 2	$ 78.88	$ 236.64	$ 247.29
Project Professional 1	$ 64.44	$ 193.32	$ 202.02
Professional 2	$ 52.89	$ 158.67	$ 165.81
Professional 1	$ 46.93	$ 140.79	$ 147.13
Analyst 3	$ 43.50	$ 130.50	$ 136.37
Analyst 2	$ 40.78	$ 122.34	$ 127.85
Analyst 1	$ 38.76	$ 116.28	$ 121.51
Senior Designer	$ 62.43	$ 187.29	$ 195.72
Designer	$ 51.36	$ 154.08	$ 161.01
CADD Technician	$ 33.91	$ 101.73	$ 106.31
Senior Admin / Tech Support	$ 61.08	$ 183.24	$ 191.49
Admin / Tech Support	$ 33.50	$ 100.50	$ 105.02
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Signature

Senior Vice President
Title

Mark Bishop
Printed Name

11/14/2024
Date

Notes:

* Rates effective upon expiration of the initial term, and annually thereafter.
** Overhead/Fringe Multiplier to remain constant throughout contract