BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JUNE 17, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: May 20, 2025, Regular Meeting.
05.20.2025 Regular_Draft Minutes.pdf

G. CONSENT AGENDA

G.1 Permit Review
Permit Update 6-11-2025.pptx

H. ITEMS OF BUSINESS

H.1 Review Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan.
Ordinance 2025-04 Amending the Comprehensive Plan FLUM - Copy (02832650-2).DOCX
FLUMA Exhibits A-C.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
COMPREHENSIVE PLAN AMENDMENT.docx
FUTURE LAND USE MAP ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA signed Resolution 2025-07 (approval of Ord 2025-04).pdf

Business Impact Ord 2025-04.DOCX

H.2 Review of Ordinance 2025-05 amending the Official Zoning Map of the City of Treasure Island.
Ordinance 2025-05 Amending the Zoning Map (02832651-2).DOCX
Zoning Map Exhibits A-C.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA Signed Resolution 2025-08 (approval of 2025-05).pdf
Business Impact Ord 2025-05.docx

H.3 Authorize the City Manager to sign a contract renewal with M.T. Causley for Building Department Services.
Treasure Island FL - Fifth Amendment - 20-001 - MTC signed (002).pdf
2020 0620 Contract M T Causley.pdf

H.4 Authorize the City Manager to sign a contract renewal with Joe Payne Inc. for supplemental Building Department Services.
Fourth Amendment - 20-001 - JPI.pdf
RFP20-001_Buidling_Department_Services_Joe_Payne_Inc_JPI_Contract_05_18_2021.pdf

H.5 Kingfish Drive - Road Deed Transfer Agreement
Kingfish Drive_Road Deed Transfer Agreement
Exhbit A - Kingfish Drive.pdf

H.6 Motion to Accept Donation from the Treasure Islettes to the Parks and Recreation Department

H.7 First hearing to approve Ordinance No. 2025-07 to recognize Insurance Revenue in the amount of $600,000
Budget Amendment 2025-07.xlsx
ORDINANCE_2025-07- INSURANCE PROCEEDS.docx

H.8
RFP 25-011 Disaster Financial Recovery Consultant Services Evaluation Committee Ranking and Approval to Negotiate Contract

RFP25-011 Disaster Financial Recovery Services_04302025.PDF
Berquist Recovery Consulting Proposal and Supplemental Materials.pdf
Broaddus Associates Proposal and Supplemental Materials.pdf
RFP25-011 Scoring Summariesr1.pdf

H.9 Rebuild Treasure Island Working Group Report

H.10 Authorize the Mayor to Execute Easement Agreements with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island.
TI-BSDRE-P701.pdf
TI-BSDRE-P704.pdf

TI-BSDRE-P703.pdf
TI-BSDRE-P705.pdf

H.11 Select Candidates for Short-Term City Manager Interviews

H.12 Qualifications for City Manager (Commissioner Czyszczon)

H.13 Amendments to the Rules of Procedure: Section 5.1, placing Commissioner's Reports before Adjournment, and Section 7.2. to allow for Voice Votes in some instances.
RES2025-10.docx
City_Commission_Rules_2025.docx

I. COMMISSIONER REPORTS

J. ADJOURNMENT

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

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 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. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: May 20, 2025, Regular Meeting.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve the minutes of the May 20, 2025, Regular Meeting.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes of the May 20, 2025, Regular Meeting Minutes.

ATTACHMENTS:
05.20.2025 Regular_Draft Minutes.pdf

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MAY 20, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

Present:

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

Absent:

Commissioner Arden Dickey

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Doctor noted the workshop meeting was canceled and the Treasure Bay discussion would be rescheduled to a standalone meeting.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Visitor-Hospitality Industry Presentation by Visit St. Petersburg Clearwater (VSPC)

Economic Development Director Joan Goodrich introduced the item and Mr. Brian Lowack, Visit St. Pete-Clearwater, who reviewed a presentation provided in background material.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Ms. Desiree Garcia, 127 Siobhan Avenue, distributed a letter, advocated for the drum circle, and wanted to collaborate with the Treasure Island Police Department.

Mr. Robert Bazzo, District 1, agreed with self-policing the drum circle, advocated for increased economic development, and requested a monthly report from Director Goodrich about ongoing economic activities.

Ms. Barbara Adams, 11445 8th Street East, supported the drum circle.

Mr. Coley Tomlinson, 8465 76th Avenue North, spoke in support of the drum circle.

F. COMMISSIONER REPORTS

Vice Mayor Vasquez wanted to find a compromise for the drum circle, spoke on participating in Fire Ops 101, emphasized the importance of a Public Safety building, addressed false information posted on social media, and encouraged people to stop posting and stop believing inaccurate information.

Commissioner Clark agreed with Vice Mayor Vasquez regarding false information on social media, appreciated the work done with trash cans on the beach and the permit refunds being distributed, and noted there were abandoned structures that were becoming health hazards. Acting City Manager William "Trip" Barrs relayed that Code Enforcement was increasing patrolling and enforcement. Referencing residents that were disregarding the terrain modification manual by bringing in unauthorized fill dirt, Commissioner Clark wanted to see a scope of work and cost from Kimley-Horn to get a simpler terrain modification manual and stated he would bring an item to the next workshop on the enterprise funds.

Commissioner Czyszczon touched on resident responses regarding Treasure Bay, the misinformation about tall buildings, and wanted a status update on the fencing for Treasure Bay tennis courts. Acting City Manager Barrs said the fences had to be procured through a request for procurement.

Mayor Doctor concurred about false information on social media, specifically noting the 8-foot setback on 108th Street, and asserted Commissioners were not always accurate, citing several examples, and believed the Commissioner Report agenda section was not being properly utilized.

City Attorney Jennifer Cowan explained the final steps for her time as City Attorney and thanked the Commission for the opportunity to serve.

Acting City Manager Barrs gave a report, as found in background material; asserted the drum circle was appreciated but needed to follow City codes and ordinances; gave updates on the grant manager, Assistant Finance Director, Finance Director, Public Works Director, and Community Development Director positions; noted the wastewater assessment letter was sent to Pinellas County; and gave kudos to Public Information Office (PIO) Jason Beisel for hosting a regional quarterly PIO meeting in Treasure Island.

DRAFT

G. APPROVAL OF MINUTES

G.1 Approval of the following Minutes: February 21, 2023, and January 21, 2025, Regular and Workshop Meetings and April 8, 2025, Special Meeting.

Vice Mayor Vasquez moved to approve the minutes of February 21, 2023, January 21, 2025, Regular and Workshop Meetings and April 8, 2025, Special Meeting, seconded by Commissioner Czyszczon, and carried four to zero.

H. CONSENT AGENDA – None.

I. ITEMS OF BUSINESS

I.1 City Manager Recruitment Update

Human Resources Director Jessica Zamora had connected with Strategic Government Resources (SGR) on providing recruitment services, would be sending an updated brochure for Commission review, and asked the Commission about preferences for meeting the SGR representative. The Commission consented to meeting via Zoom. Responding to inquiries, Director Zamora noted the recruitment timeframe could be three to four months. Attorney Cowan stated Mr. Chuck Anderson's severance agreement would be brought to the June 3, 2025, Regular meeting. Discussion followed about how well Acting City Manager Barrs was performing and the desire for him to remain in the position while the SGR recruitment occurred.

Vice Mayor Vasquez clarified the City would be hiring a short-term City Manager since the Interim City Manager was not outlined in the charter. Attorney Cowan noted the severance agreement had been sent to Mr. Anderson and any changes would need to go through incoming City Attorney Anthony Sabatini and suggested including critical items in the recruitment brochure that would narrow the number of candidates presented to the Commission.

I.2 Approve Resolution for Appointment of City Attorney

City Attorney Cowan introduced the item and highlighted a change that was documented in the contract. **Vice Mayor Vasquez moved to approve Resolution 2025-07 appointing Sabatini Law Firm P.A. as the City Attorney effective May 27, 2025, and approving the contract with Sabatini Law Firm P.A., seconded by Commissioner Clark, and carried four to zero.**

I.3 Temporary Fire and Police Facilities Contract

Acting City Manager Barrs explained the need for the new facilities, referenced background material, detailed the costs involved, and recommended the 18-month contract for Treasure Island Police and Fire. Vice Mayor Vasquez asked about moving the facilities in the event of a storm and Commissioner Czyszczon asked about extension options.

Mayor Doctor called for public comment; there was no response.

Vice Mayor Vasquez moved to approve the City Manager to enter into a contract with Willscot Inc. for $391,856 to provide 18 months of temporary public safety facilities to the police and fire departments, seconded by Mayor Doctor for discussion. Commissioner Czyszczon wanted to do the second option that was 18-months for Fire and 12-months for

Police. Commissioner Clark favored moving police to the fourth floor. **The motion failed two to two; Commissioners Clark and Czyszczon voted no.**

Commissioner Czyszczon moved to approve the City Manager to enter into a contract with Willscot Inc. for $337,938 to provide 18 months of temporary fire department facilities and 12 months of temporary police department facilities, seconded by Vice Mayor Vasquez. On prompt from Commissioner Clark, **Commissioner Czyszczon restated the motion.**

Commissioner Czyszczon believed his motion allowed for more flexibility. Discussion continued on potential Police Department Stations pending State funding. Responding to Vice Mayor Vasquez, City Attorney Cowan confirmed if the motion failed, the item could be brought to the May 27th Special Meeting for reconsideration.

The motion failed two to two; Vice Mayor Vasquez and Mayor Doctor voted no.

I.4 Treasure Island Historical Society City Hall Project

Parks and Recreation Director Cathy Hayduke introduced the item and asked for Commission consensus on whether to proceed. Vice Mayor Vasquez noted the street signs were facing the wrong direction.

Mayor Doctor called for public comment; there was no response. The Commission consented to the design.

I.5 Hurricanes Helene and Milton After Action Review

Acting City Manager Barrs reviewed the presentation in background material. Police Chief John Barkley expounded on disaster recovery. Acting City Manager Barrs continued the presentation. Chief Barkley praised City staff for their efforts during the storm. Acting City Manager Barrs listed select actions that needed improvement.

Vice Mayor Vasquez praised the after action report. Commissioner Clark wanted confirmation the permitting process had been reviewed and would be improved in the event of another disaster. Acting City Manager Barrs explained Community Development's post-storm responsibilities and known areas for improvement. Chief Barkley reflected on areas for improvement. Attorney Cowan stated Senate Bill 180 had passed in the Florida Legislature and addressed debris haulers, training for City and County staff, inspections and permits, and additional personnel. Acting City Manager Barrs was aware of and supported the legislation. Comments followed.

Mayor Doctor called for public comment. Mr. Robert Bazzo, District 3, appreciated the report and highlighted areas for improvement.

Chief Barkley emphasized the City would be in recovery mode for years. Discussion followed on the long-term impacts.

Ms. Sarah Pennington, Isle of Palms, highlighted the importance of checking identification of people coming onto the island but relayed the difficulty of getting people to their homes without

vehicles. Acting City Manager Barrs noted the island was still under evacuation and the City could not encourage people to return.

Resident, District 3, wanted non-residents kept off the island for a longer period. Chief Barkley addressed the concerns.

Ms. Maryellen Hueller, Serena Bay, encouraged stricter enforcement of evacuation orders.

I.6 Permit Review

Interim Finance Director Mike Howard shared a presentation found in background material.

J. ADJOURNMENT

The meeting was adjourned at 8:31 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

DRAFT

AGENDA ITEM NO. G.1

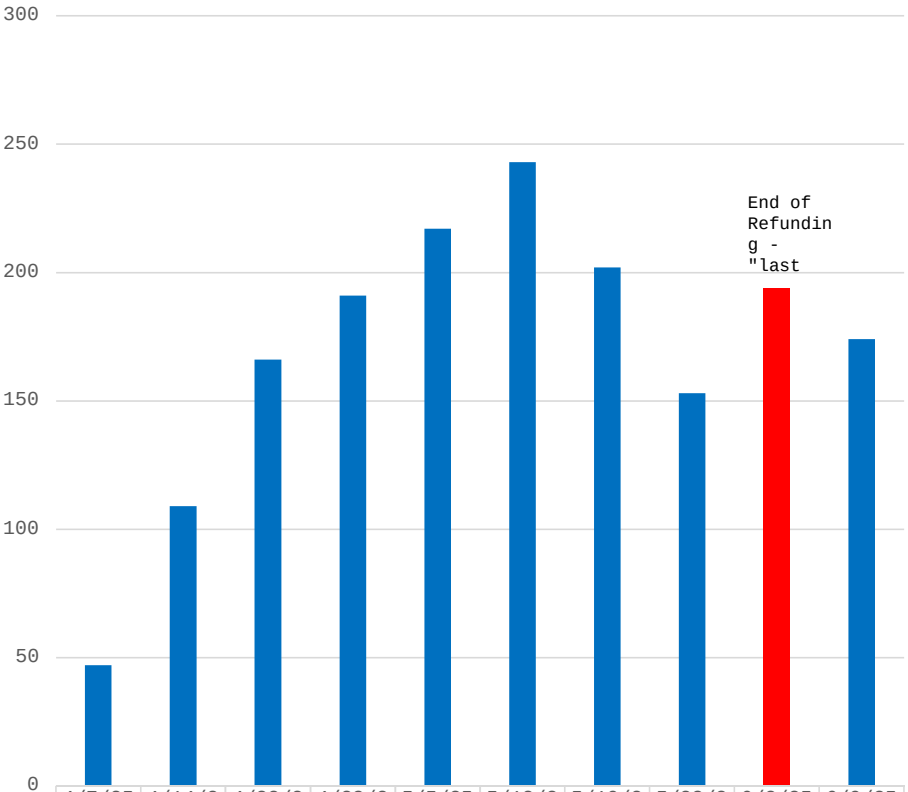
Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Mike Howard, Finance
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Permit Review
BACKGROUND:	At the May 6, 2025, Regular Meeting the Board approved continued funding for additional permitting staff to assist processing the high volume of permits. Interim Finance Director Mike Howard offered to provide regular updates on the number of permits the City was processing.
POLICY/PURPOSE:	To review the current status and volume of permits.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The item is for informational purposes only.
FUNDING:	There is no funding associated with the item.
MOTION:	No action is required.

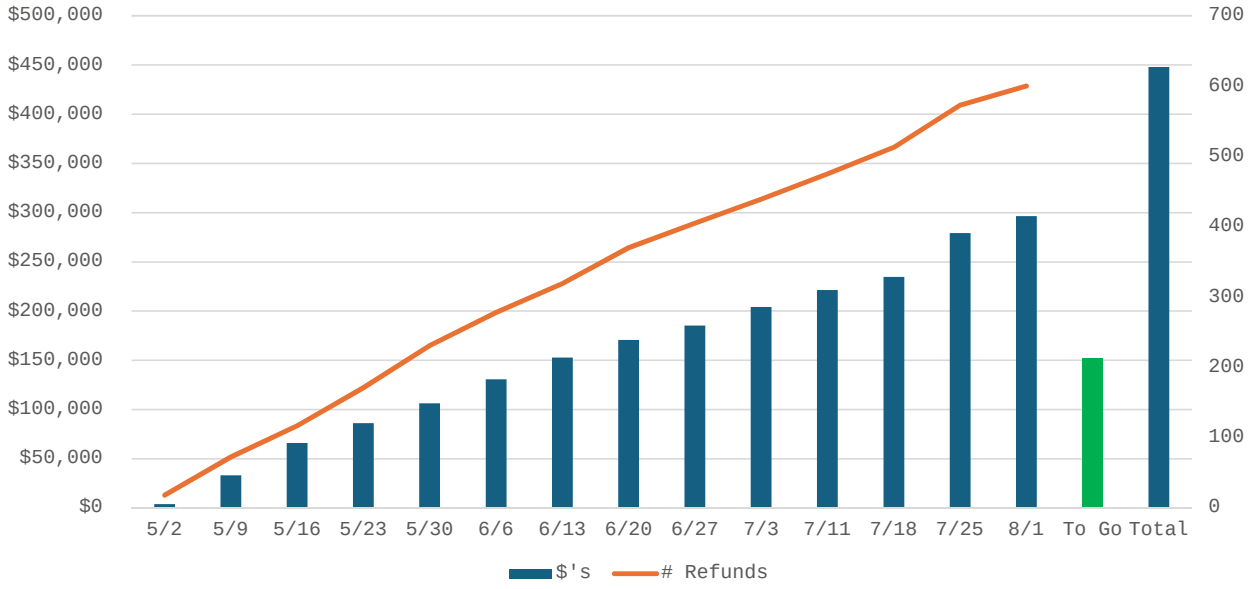
ATTACHMENTS:
Permit Update 6-11-2025.pptx

Permit Update – Permits in Review (the bottleneck)



	4/7/25 Addl Staff	4/14/25 TI Staff	4/22/25 TI Staff	4/28/25 TI Staff	5/5/25 TI Staff	5/12/25 Addl Staff	5/19/25 Addl Staff	5/28/25 Addl Staff	6/2/25 Addl Staff	6/9/25 Addl Staff
Permits in review (Staff completes)	47	109	166	191	217	243	202	153	194	174

Permit Update - Refunds



AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 17, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Review Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan.

BACKGROUND: The Isle of Palms Park also known as “Triangle Park’ is located on the northeast corner of 112th Avenue A and 13th Street East, Treasure Island. There are two lots, Lot 4 and Lot 5, which combined, measure approximately 0.256 acres or 11,170 square feet. The property contains a shuffleboard court, playground structure and swing set, bus stop, bicycle rack and park amenities such as benches and trash receptacles.

The Legal Description for the property is listed as: Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property, and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was purchased in September 2018.

In October 2022, the City Commission approved Resolution

	2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds. Specifically, the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.
POLICY/PURPOSE:	To amend the Comprehensive Plan Future Land Use Map in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.
STRATEGIC PLAN RELEVANCE:	Goal 1: Promote a socially connected community through the implementation of the Master Park Plan.
ANALYSIS/DISCUSSION:	The City has filed an application for an amendment to the Future Land Use Map to change the designation for the two properties (Lots 4 & 5) from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS). The application is consistent with the amendment procedure for the comprehensive plan and future land use map outlined in Section 68-121 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan. The Future Land Use Map amendment will also require a Countywide Plan amendment through Forward Pinellas. The application will be transmitted to Forward Pinellas after the City Commission's first reading. The Future Land Use Map amendment is a small-scale map amendment that will be transmitted to the state after adoption.
FUNDING:	No funding is required for this Ordinance.
MOTION:	I move to (approve/deny) Ordinance 2025-04 at this first reading and recommend transmittal to the required reviewing agencies. A second reading will be scheduled following approval of the Countywide Plan amendment.

ATTACHMENTS:
Ordinance 2025-04 Amending the Comprehensive Plan FLUM - Copy (02832650-2).DOCX
FLUMA Exhibits A-C.pdf
ZONING MAP AMENDMENT APPLICATION.pdf

COMPREHENSIVE PLAN AMENDMENT.docx
FUTURE LAND USE MAP ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA signed Resolution 2025-07 (approval of Ord 2025-04).pdf
Business Impact Ord 2025-04.DOCX

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; the "Act", and

WHEREAS, the City of Treasure Island ("City") has previously enacted its Comprehensive Plan pursuant to the Act, and

WHEREAS, the Future Land Use map is an element of the City of Treasure Island Comprehensive Plan; and

WHEREAS, Section 163.3187, Florida Statutes, provides the process by which local governments may adopt small scale amendments to their comprehensive plans; and

WHEREAS, the Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms as shown on Exhibit A; and

WHEREAS, the legal description of the property is listed as Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida; and

WHEREAS, the former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property; and

WHEREAS, on August 21, 2018, the City Commission approved Resolution 18-16 which authorized the City Manager to sign the purchase and sale contract for the Isle of Palms property; and

WHEREAS, the City purchased the Isle of Palms Park property (Lots 4 & 5) in September of 2018; and

WHEREAS, on October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"); and

WHEREAS, the Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds; and

WHEREAS, Section XI of the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses; and

WHEREAS, the City has filed an application for an amendment to the Future Land Use Map to change the designation for the two properties (Lots 4 & 5) described on Exhibit "B" from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS) as depicted on Exhibit "C"; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on May 15, 2025, and determined that the application is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the Land Development Regulations and the Forward Pinellas Countywide Plan and recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that map amendments are consistent with the goals, objectives and policies of the City's Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City of Treasure Island has determined to request the amendment of the Forward Pinellas Countywide Plan pursuant to the rules of the Countywide Plan; and

WHEREAS, this Future Land Use Map amendment meets the defined criteria of a small scale amendment as defined by Section 163.3187, Florida Statutes.

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. The Future Land Use Map of the City of Treasure Island Comprehensive Plan is hereby amended to change the current land use designation of the properties from Residential Medium (RM-15) to Recreation/Open Space (R/OS) ad depicted on Exhibit "C".

SECTION 3. The Future Land Use Map amendments shall be transmitted to Forward Pinellas for amendment of the Countywide Plan.

SECTION 4. This amendment shall be transmitted to reviewing agencies in accordance with Sec. 163.3184, Florida Statutes.

SECTION 5. 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 6. 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 7. EFFECTIVE DATE. Pursuant to Section 163.3187, Florida Statutes, the effective date of this small-scale amendment shall be thirty-one (31) days after the City adoption of the plan amendment. If timely challenged pursuant to Section 163.3187(5), this amendment shall become effective on the date the state land planning agency, or the Administrative Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it had become effective.

FIRST READING and PUBLIC HEARING on the 17th day of June, 2025.

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

PUBLISHED in the Tampa Bay Times on the 4th day of June, 2025 and 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:

_____

Lisa Marie Kennedy, City Clerk



Exhibit A: Overview

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Subject Sites

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

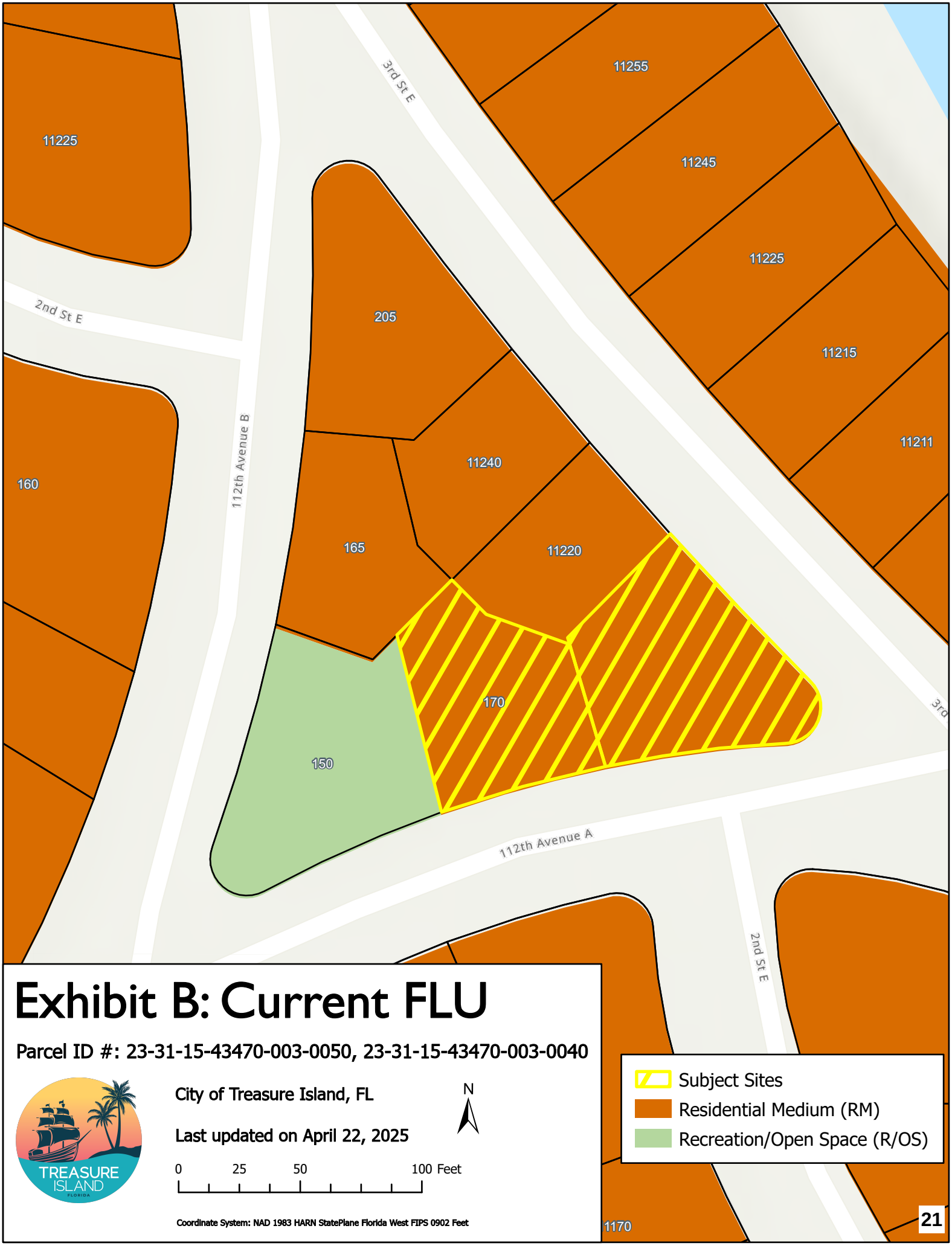


Exhibit B: Current FLU

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

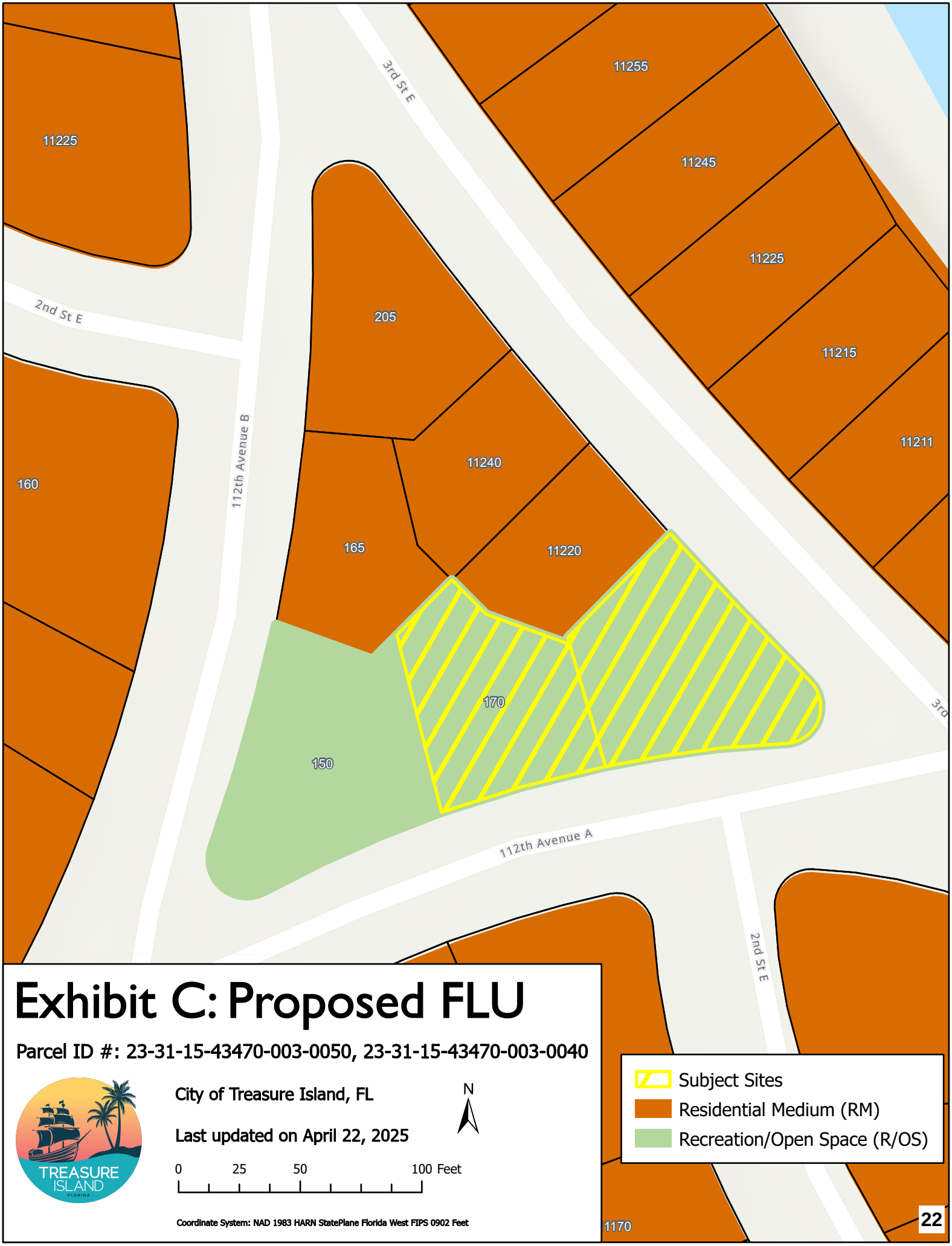


Exhibit C: Proposed FLU

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT APPLICATION

Application # _____ Date April 24, 2025

The application shall include a verified statement showing each individual having a legal and/or equitable ownership interest in the property upon which the application for amendment is sought.

OWNER/APPLICANT INFORMATION

OWNER'S NAME: City of Treasure Island PHONE 727-547-4575

OWNER'S ADDRESS: 10451 Gulf Blvd EMAIL: chanduke e mytreasureisland.org

CITY: Treasure Island STATE: FL ZIP: 33706

AGENT'S NAME: _____ PHONE _____

AGENT's ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): 23-31-15-43470-003-0050 + 23-31-15-43470-003-0040

LEGAL DESCRIPTION: Isle of Palms Park BLK C, Lot 5 less that Part Desc Beg NE corner of Lot 5 ; Isle of Palms Park BLK C, Lot 4

PROPERTY DESCRIPTION

PROPERTY ADDRESS: 170 112th Avenue

PROPERTY ACRES (AC): 0.251 PROPERTY SQUARE FEET (SF): 10,940

CURRENT FUTURE LAND USE CATEGORY: R/M15

PROPOSED FUTURE LAND USE CATEGORY: R/OS

CURRENT ZONING DISTRICT DESIGNATION: R/M15

PROPOSED ZONING DISTRICT DESIGNATION: R/OS

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Cathy Hayduke — Cathy Hayduke

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of April, 2025, by Cathy Hayduke, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Michael A. Baker

Notary Public

My Commission Expires:

MICHAEL A. BAKER
Notary Public - State of Florida
Commission # HH 190659
My Comm. Expires Oct 25, 2025
Bonded through National Notary Assn.

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment: $2,250

Rezoning: $2,000

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

APPLICATION NO. _____

Applicant City of Treasure Island

Address 10451 Gulf Blvd, Treasure Island, FL 33706

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

See attached

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

See attached

Comprehensive Plan and/or Future Land Use Map Amendment

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

See attached

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

See attached

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

See attached

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

See attached

Zoning Map Amendment

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

See attached

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

See attached

(3) The possible overloading of the city's sewage collection facilities

See attached

(4) The possible overloading of the city's drainage system

See attached

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

See attached

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

See attached

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

See attached

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

See attached

(9) The impact of the proposed rezoning upon property values in the adjacent area

See attached

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

See attached

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

See attached

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
3. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
4. The legal description of the subject property
5. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
6. Property survey
7. A copy of the zoning map, clearly marking the boundaries of the property being considered.
8. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
9. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections68-121 and 68-122) as applicable.
10. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

ATTACHMENT

1. Existing Use – The Isle of Palms Park is located within the Isle of Palms subdivision of the City of Treasure Island, FL. The property is situated in the northwesterly corner of the intersection of 112th Avenue A and 3rd Street East within the city limits. The street address is 170 112th Avenue.

   The Isle of Palms Park property consists of three parcels, lot 4, 5 & 6. Lot 6 is owned by the city and zoned Recreation Open Space. Lots 4 & 5 were leased to the City of Treasure Island commencing on December 31, 1991, for a term of 100 years until December 30, 2091. Due to a change of ownership by inheritance, the property was at risk of being sold and zoned for residential development. The City purchased the two parcels on September 12, 2018. The parcels are used for a public neighborhood park on the Isle of Palms. The parcels are currently designated Residential Medium (R/M15) which public parks and public recreation areas are allowable use.

   There are no potential conflicts regarding the uses or management of the site.

   Amenities include a playground, exercise equipment, picnic table and benches, bus stop for Pinellas County students and open green space.

2. Proposed Use – The City received a grant from the Florida Communities Trust towards the purchase of Lot 4 & 5. The condition of the grant is that the property remain for public use in perpetuity and be rezoned to Recreation Open Space (R/OS). The property remains a neighborhood park for the Isle of Palms.

COMPREHENSIVE PLAN AND/OR FUTURE LAND USE MAP

ATTACHMENT

1. The City adopted a Master Park Plan in 2021 to ensure user needs are addressed and facilities maintained. Levels of service standards were removed from the updated Comprehensive Plan, and the element now references the Master Park Plan.
2. The purpose for acquiring the site is to preserve recreation/open space land that is at risk for development with residential uses, decreasing the potential for unsafe development in the Coastal High Hazard Area, encouraging alternate modes of transportation and enhancing the safety of neighborhood school age-children. The designation and acquisition of recreation and park sites shall be in accordance with long-range comprehensive plans for City development and redevelopment. The City will strive to enhance mutlimodel transportation connectivity to parks and open space facilities consistent with the Multimodel Transportation Element of the comprehensive plan and coordinate as feasible with Pinellas County's regional multimodel transportation plans.
3. A change in land use designation will decrease the potential for unsafe development in the Coastal High Hazard Area. It will adopt land development regulations which include specific open space definitions and standards, provide for the protection of open space and natural vegetation, and defines appropriate uses of open space and view corridors for buffering between land uses.
4. Recreation open space will be maintained to protect and preserve native habitats and provide passive recreation opportunities as appropriate. The City will strive to use open space to buffer incompatible recreational activities or land uses.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and **WILLIAM BRUCE BROCK**, having an address of 211 Windward Passage, Clearwater, FL 33767-2237, **JAMES CHARLES BROCK**, having an address of 1845 Michelle Lane, Lakeland, FL 33813, **RICHARD DAVID BROCK**, having an address of 846 Granada Boulevard S., Jacksonville, FL 32207, **MARGARET V. HARRIS**, having an address of 1075 14th Avenue N., St. Petersburg, FL 33705, **SHARON A. HARRIS**, having an address of 223 Aranda St. NE, St. Petersburg, FL 33704, and **PATRICIA H. BURGIN**, having an address of 534 W. Beechtree Lane, Wayne, PA 19087, (collectively the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in **Pinellas County, Florida** (the "Property") and more particularly described as follows:

Lot 4, Block C, Isle of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isle of Palms less that part of described beginning NE corner of Lot 5 thence S 16° 45' 09" E 2.85 feet thence N 70° 35' 26" W 36.44 feet thence S 74° 22' 50" E 34.84 feet to the point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

Parcel ID Numbers *23-31-15-43470-003-0040*
and
23-31-15-43470-003-0050

Property Address: *112th Avenue, Treasure Island, FL*
and
170 112th Avenue, Treasure Island, Florida

It is expressly understood and agreed by the Parties that the PURCHASER entered into a Lease with predecessors in interest of SELLER on December 30, 1991, which was subsequently amended on July, 8, 1996 (collectively the "Lease"). PURCHASER has been in possession of the Property throughout the term(s) of the Lease. Upon the Effective Date of this Agreement (hereinafter defined), the Parties agree that all terms and conditions of the Lease and all rights and remedies of the Parties in accordance with the Lease remain in full force and effect until the Closing (hereinafter defined). Nothing contained in this

Purchase and Sale Agreement (including, without limitation, Paragraph 10) shall require SELLER to account to PURCHASER for any sums (e.g., utility charges, taxes, assessments, etc.) or to incur any "hold harmless" obligations otherwise assumed by PURCHASER, pursuant to the "Lessee Covenants" as set forth in the Lease.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property is FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00), payable in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined).

3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. To be effective, this Agreement must be executed by SELLER, PURCHASER, and the ESCROW AGENT no later than August 28, 2018. The effective date of this Agreement is the date that the Escrow Agent executes the Agreement.

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before September 17, 2018 (the "Closing"), unless extended by paragraph 12 of this Agreement or by written agreement, signed by all parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests,

inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, will repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations will not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' obligations under this Section will survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) days of the Effective Date, PURCHASER will obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (the "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER will have ten (10) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (the "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, will have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Parties will have no further

obligations or liability under this Agreement, except for those expressly provided in this Agreement to survive termination of this Agreement.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER will have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update will be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same will constitute a title defect and be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER will deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER will execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than ten (10) days prior to the Closing Date, SELLER will remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. PURCHASER represents that, during the term of the Lease, it has neither had actual knowledge of nor received any notice that there are or have been any violations of any Governmental approvals with respect to PURCHASER's use and operation of the Property under the Lease.

SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER'S Agent. At Closing, SELLER will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER will furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER and PURCHASER in accordance with the Lease. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. At Closing, PURCHASER shall be responsible for the payment of any ad valorem taxes for the year of closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing will be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien will be considered certified, confirmed or ratified and SELLER will, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER will be responsible for all documentary stamps on the deed, recording the deed, title insurance, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for their own legal fees. All other costs of closing will be borne by PURCHASER.

10.5 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Closing Agent the Closing Documents. The Closing Agent will, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER will obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in

this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER will keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER will indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent will not be unreasonably withheld or delayed.

11.5 SELLER will not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER will use its best efforts to maintain the Property in its present condition so as to ensure that it will remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.6 SELLER represents that it has neither actual knowledge nor received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any

substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.7 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.8 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.9 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.10 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.11 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

11.11.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.11.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER in this Agreement, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.11.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances,

regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages. SELLER and PURCHASER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER fails to fully and timely perform any of its obligations or covenants under this Agreement or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 12.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section will survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: William Bruce Brock
211 Windward Passage
Clearwater, FL 33767-2237

With a copy to: James Charles Brock

1845 Michelle Lane
Lakeland, FL 33813

If to Purchaser: Garry Brumback, City Manager
City of Treasure Island, Florida
120 – 108th Avenue
Treasure Island, Florida 33706

With a copy to: Jennifer R. Cowan, Esq.
Lewis, Longman & Walker, PA
100 Second Avenue South, Suite 501-S
St. Petersburg, FL 33701

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which will not be unreasonably withheld. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

15. BROKER FEES. The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

18.2. Computation of Time. Any reference to time periods in this Agreement which are not measured in business days and which are less than six (6) days, will exclude Saturdays, Sundays and legal holidays in the time computation. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the

next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER control all printed provisions in conflict therewith.

18.7 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREEING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, will be awarded to the prevailing party.

18.9 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may be recorded in the Public Records of Pinellas County, Florida.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

Printed Name: Marina Rozique

Printed Name: Alicia Hess
As to William Bruce Brock

WILLIAM BRUCE BROCK
Date: 8/18/2018

Printed Name: Ken Jurgensmeyer

Printed Name: Gail Donlon
As to James Charles Brock

JAMES CHARLES BROCK
Date: 8/18/2018

Printed Name:

Printed Name:
As to Richard David Brock

RICHARD DAVID BROCK
Date:

Alicia Hess
Printed Name: Alicia Hess

Printed Name: Marina Rozique
As to Margaret V. Harris

MARGARET V. HARRIS
Date: 8/19/18

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

_____
Printed Name:_____

_____
Printed Name:_____
As to William Bruce Brock

_____
WILLIAM BRUCE BROCK
Date:_____

_____
Printed Name:_____

_____
Printed Name:_____
As to James Charles Brock

_____
JAMES CHARLES BROCK
Date:_____

_____
Printed Name: Shannon Nicholes

_____
Printed Name: Christina Hurell
As to Richard David Brock

_____
RICHARD DAVID BROCK
Date: 8-17-18

_____
Printed Name:_____

_____
Printed Name:_____
As to Margaret V. Harris

_____
MARGARET V. HARRIS
Date:_____

Rozique
Printed Name: Marina Rozique

Alice A. Martin
Printed Name: Alice A. Martin
As to Sharon A. Harris

Printed Name: Alicia Hess

Rozique
Printed Name: Marina Rozique
As to Patricia H. Burgin

Ruth A. Nickerson
Printed Name: Ruth A. Nickerson

Cathy Hayduke
Printed Name: Cathy Hayduke
As to the City of Treasure Island, Florida

Sharon A. Harris
SHARON A. HARRIS
Date: 8/19/2018

Patricia H. Burgin
PATRICIA H. BURGIN
Date: Aug. 19, 2018

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By:
Printed Name: Barry Brumback
Title: City Manager
Date: August 21, 2018

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By:
Printed Name: Richard Green
Title: Attorney/Title Agent
Date: 8/22/2018

LPA RESOLUTION NO. 2025-07

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-04 AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, 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 regulations; and

WHEREAS, on May 15, 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 May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-04 amending the Future Land Use map of the City of Treasure Island and has considered the information received at said public hearing; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-04 to the City Commission through Resolution 2025-07.

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

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Future Land Use map of the City of Treasure Island Comprehensive Plan, as set forth in Ordinance 2025-04, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15th Day of MAY 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

~~Richard Harris, Chair~~
~~Local Planning Agency~~
Ross Sanchez, vice chair

5/15/25
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 THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, 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).

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

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

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

The Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms. Two of the parcels associated with Triangle Park were purchased by the City of Treasure Island in 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Therefore, the city is seeking to amend the Future Land Use Map to meet this requirement.

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: N/A

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

The proposed ordinance changes the designation from Residential Medium to Recreation/Open Space. As the property has historically been used as a park there is no direct impact on businesses.

(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.

No revenues will be generated from this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

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

This ordinance is a change to the Future Land Use Map from Residential Medium to Recreation/Open Space. No businesses will be impacted by this ordinance.

D. Additional information the governing body deems useful (if any): N/A

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 17, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Review of Ordinance 2025-05 amending the Official Zoning Map of the City of Treasure Island.

BACKGROUND: The Isle of Palms Park also known as “Triangle Park’ is located on the northeast corner of 112th Avenue A and 13th Street East, Treasure Island. There are two lots, Lot 4 and Lot 5, which combined measure approximately 0.256 acres or 11,170 square feet. The property contains a shuffleboard court, playground structure and swing set, bus stop, bicycle rack and park amenities such as benches and trash receptacles.

The Legal Description for the property is listed as: Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was purchased in September 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-

2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds. Specifically, the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

POLICY/PURPOSE: To amend the Official Zoning Map of the City of Treasure Island in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.

STRATEGIC PLAN RELEVANCE: Goal 1: Promote a socially connected community through the implementation of the Master Park Plan.

ANALYSIS/DISCUSSION: As required by the Grant Agreement the City has filed an application for an amendment to the Official Zoning Map to change the designation for the two properties (Lots 4 & 5) from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS). The application is consistent with the amendment procedure outlined in the City of Treasure Island Land Development Regulations.

FUNDING: No funding is required for this Ordinance.

MOTION: I move to (approve/deny) Ordinance 2025-05 and schedule for a second reading following approval of the countywide plan amendment for Ordinance 2025-04 (amending the City of Treasure Island Future Land Use Map).

ATTACHMENTS:
Ordinance 2025-05 Amending the Zoning Map (02832651-2).DOCX
Zoning Map Exhibits A-C.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA Signed Resolution 2025-08 (approval of 2025-05).pdf
Business Impact Ord 2025-05.docx

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms as shown on Exhibit A; and

WHEREAS, the legal description of the property is listed as Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida; and

WHEREAS, the former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property; and

WHEREAS, on August 21, 2018, the City Commission approved Resolution 18-16 which authorized the City Manager to sign the purchase and sale contract for the Isle of Palms property; and

WHEREAS, the City of Treasure Island ("City") purchased the Isle of Palms Park property (Lots 4 & 5) in September of 2018; and

WHEREAS, on October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park (Lots 4 & 5) ("Grant Agreement"); and

WHEREAS, the Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds; and

WHEREAS, Section XI of the agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses; and

WHEREAS, the property owner, City of Treasure Island ("City"), has filed an application to change the zoning designation for the two properties (Lots 4 & 5) described on Exhibit "B" from the Residential Medium (RM-15) district to the Recreation/Open Space (R/OS) district as depicted on the attached Exhibit "C"; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on May 15, 2025, and determined that the application is consistent with the rezoning criteria outlined in Section 68-122 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City Commission has reviewed the application and determined that the requested zoning change is consistent with the rezoning criteria outlined in Section 68-122 of the City of Treasure Island Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan.

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. The Official Zoning Map of the City of Treasure Island is hereby amended to change the current zoning designation of the properties from Residential Medium (RM-15) to Recreation/Open Space (R/OS) as depicted on Exhibit "C".

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. EFFECTIVE DATE.
This Ordinance shall take effect upon Ordinance 2025-04 effective date.

FIRST READING and PUBLIC HEARING on the 17th day of June, 2025.

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

PUBLISHED in the Tampa Bay Times on the 4th day of June, 2025 and 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:

_____
Lisa Marie Kennedy, City Clerk



Exhibit A: Overview

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

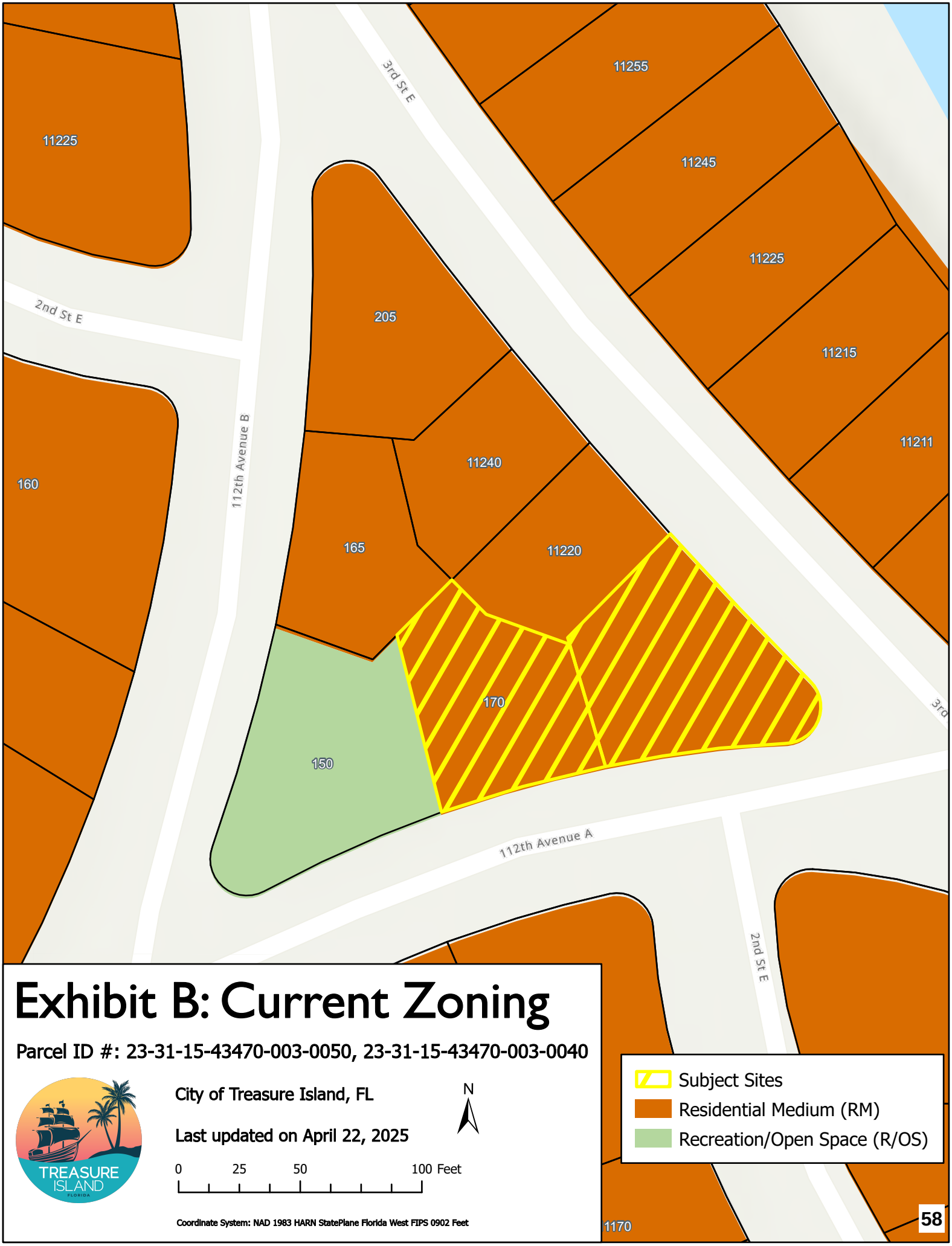


Exhibit B: Current Zoning

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

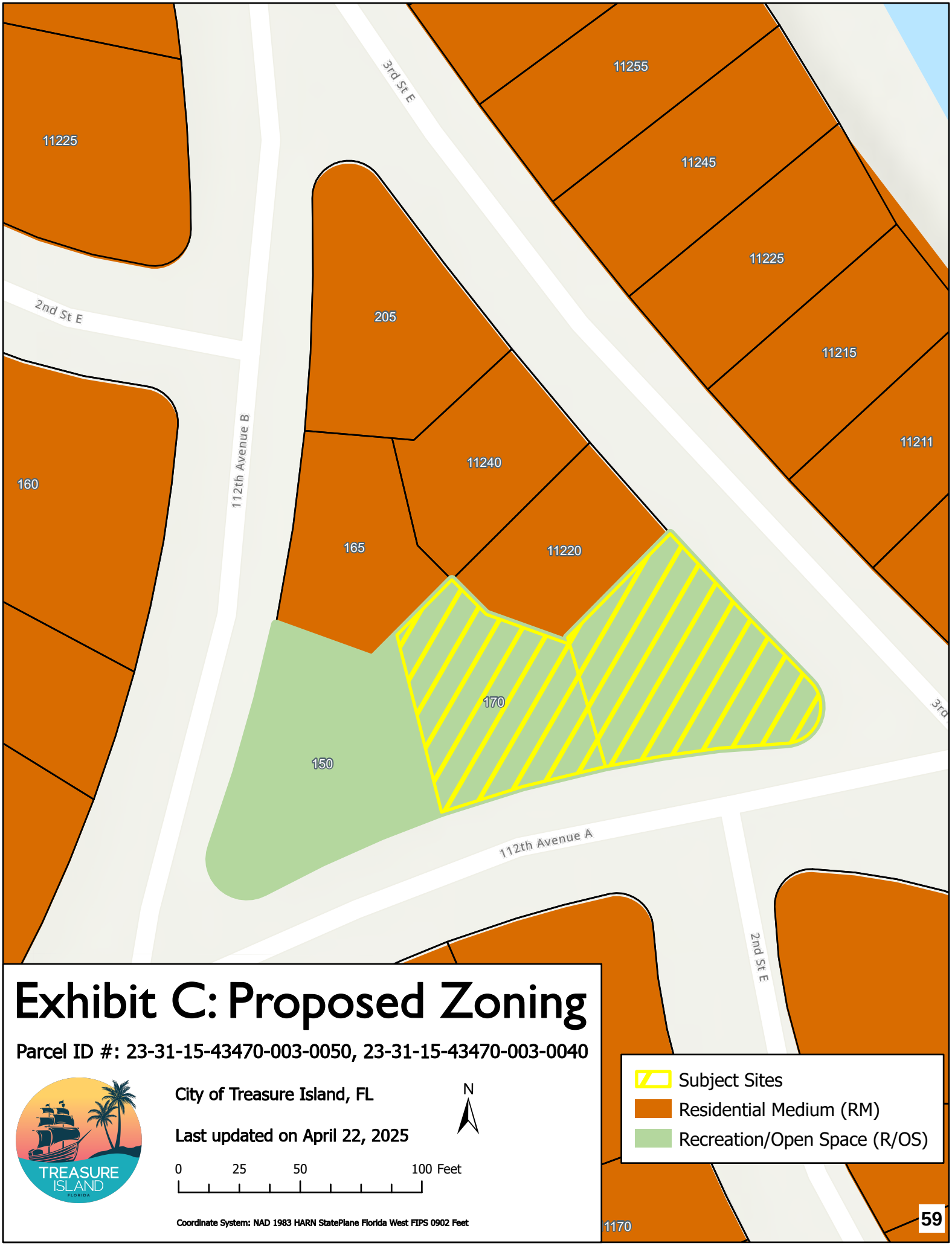


Exhibit C: Proposed Zoning

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT APPLICATION

Application # _____ Date April 24, 2025

The application shall include a verified statement showing each individual having a legal and/or equitable ownership interest in the property upon which the application for amendment is sought.

OWNER/APPLICANT INFORMATION

OWNER'S NAME: City of Treasure Island PHONE 727-547-4575

OWNER'S ADDRESS: 10451 Gulf Blvd EMAIL: chauduke@mytreasureisland.org

CITY: Treasure Island STATE: FL ZIP: 33706

AGENT'S NAME: _____ PHONE _____

AGENT's ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): 23-31-15-43470-003-0050 + 23-31-15-43470-003-0040

LEGAL DESCRIPTION: Isle of Palms Park BLK C, Lot 5 less that Part Desc Beg NE corner of Lot 5 ; Isle of Palms Park BLK C, Lot 4

PROPERTY DESCRIPTION

PROPERTY ADDRESS: 170 112th Avenue

PROPERTY ACRES (AC): 0.251 PROPERTY SQUARE FEET (SF): 10,940

CURRENT FUTURE LAND USE CATEGORY: R/M15

PROPOSED FUTURE LAND USE CATEGORY: R/OS

CURRENT ZONING DISTRICT DESIGNATION: R/M15

PROPOSED ZONING DISTRICT DESIGNATION: R/OS

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Cathy Hayduke — Cathy Hayduke

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of April, 2025, by Cathy Hayduke, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Michael A. Baker

Notary Public

My Commission Expires:

MICHAEL A. BAKER
Notary Public - State of Florida
Commission # HH 190659
My Comm. Expires Oct 25, 2025
Bonded through National Notary Assn.

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment: $2,250

Rezoning: $2,000

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

APPLICATION NO. _____

Applicant City of Treasure Island

Address 10451 Gulf Blvd, Treasure Island, FL 33706

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

See attached

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

See attached

Comprehensive Plan and/or Future Land Use Map Amendment

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

See attached

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

See attached

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

See attached

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

See attached

Zoning Map Amendment

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

See attached

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

See attached

(3) The possible overloading of the city's sewage collection facilities

See attached

(4) The possible overloading of the city's drainage system

See attached

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

See attached

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

See attached

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

See attached

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

See attached

(9) The impact of the proposed rezoning upon property values in the adjacent area

See attached

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

See attached

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

See attached

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
3. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
4. The legal description of the subject property
5. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
6. Property survey
7. A copy of the zoning map, clearly marking the boundaries of the property being considered.
8. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
9. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections68-121 and 68-122) as applicable.
10. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

ZONING MAP AMENDMENT ATTACHMENT

1. The Isle of Palms Park is permitted use in both R/M15 and R/OS. No changes in the characteristic of the park will occur.
2. The population density pattern of the area and possible increase or overtaxing of the land is not applicable.
3. There are no restroom buildings or facilities on this property to overload the city's sewer collection facilities.
4. Overloading of the city's drainage system will not be affected. The city removed shuffleboard courts and two additional cement slabs to allow for additional open green space and reduce the impervious surface.
5. The proposed change would not create an isolated zoning district as adjacent lot is already zoned Recreation Open Space.
6. There are no proposed changes to the existing property or park
7. The Isle of Palms Park is the park for the Isle of Palms neighborhood and has been since 1991. There is no impact to the living conditions of the adjacent neighborhood.
8. There is no impact upon the flow of light and air to the adjacent areas.
9. There is no impact to property values in the adjacent area.
10. There is no impact of the proposed rezoning upon improvement or development of the property
11. There is no impact of the existence of other adequate sites in the city for the proposed use in districts already permitting such use.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and **WILLIAM BRUCE BROCK**, having an address of 211 Windward Passage, Clearwater, FL 33767-2237, **JAMES CHARLES BROCK**, having an address of 1845 Michelle Lane, Lakeland, FL 33813, **RICHARD DAVID BROCK**, having an address of 846 Granada Boulevard S., Jacksonville, FL 32207, **MARGARET V. HARRIS**, having an address of 1075 14th Avenue N., St. Petersburg, FL 33705, **SHARON A. HARRIS**, having an address of 223 Aranda St. NE, St. Petersburg, FL 33704, and **PATRICIA H. BURGIN**, having an address of 534 W. Beechtree Lane, Wayne, PA 19087, (collectively the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in **Pinellas County, Florida** (the "Property") and more particularly described as follows:

> ***Lot 4, Block C, Isle of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isle of Palms less that part of described beginning NE corner of Lot 5 thence S 16° 45' 09" E 2.85 feet thence N 70° 35' 26" W 36.44 feet thence S 74° 22' 50" E 34.84 feet to the point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.***
>
> ***Parcel ID Numbers*** *23-31-15-43470-003-0040*
> *and*
> *23-31-15-43470-003-0050*
>
> ***Property Address:*** *112th Avenue, Treasure Island, FL*
> *and*
> *170 112th Avenue, Treasure Island, Florida*

It is expressly understood and agreed by the Parties that the PURCHASER entered into a Lease with predecessors in interest of SELLER on December 30, 1991, which was subsequently amended on July, 8, 1996 (collectively the "Lease"). PURCHASER has been in possession of the Property throughout the term(s) of the Lease. Upon the Effective Date of this Agreement (hereinafter defined), the Parties agree that all terms and conditions of the Lease and all rights and remedies of the Parties in accordance with the Lease remain in full force and effect until the Closing (hereinafter defined). Nothing contained in this

Purchase and Sale Agreement (including, without limitation, Paragraph 10) shall require SELLER to account to PURCHASER for any sums (e.g., utility charges, taxes, assessments, etc.) or to incur any "hold harmless" obligations otherwise assumed by PURCHASER, pursuant to the "Lessee Covenants" as set forth in the Lease.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property is FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00), payable in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined).

3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. To be effective, this Agreement must be executed by SELLER, PURCHASER, and the ESCROW AGENT no later than August 28, 2018. The effective date of this Agreement is the date that the Escrow Agent executes the Agreement.

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before September 17, 2018 (the "Closing"), unless extended by paragraph 12 of this Agreement or by written agreement, signed by all parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests,

inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, will repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations will not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' obligations under this Section will survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) days of the Effective Date, PURCHASER will obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (the "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER will have ten (10) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (the "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, will have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Parties will have no further

obligations or liability under this Agreement, except for those expressly provided in this Agreement to survive termination of this Agreement.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER will have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update will be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same will constitute a title defect and be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER will deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER will execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than ten (10) days prior to the Closing Date, SELLER will remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. PURCHASER represents that, during the term of the Lease, it has neither had actual knowledge of nor received any notice that there are or have been any violations of any Governmental approvals with respect to PURCHASER's use and operation of the Property under the Lease.

SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER'S Agent. At Closing, SELLER will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER will furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER and PURCHASER in accordance with the Lease. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. At Closing, PURCHASER shall be responsible for the payment of any ad valorem taxes for the year of closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing will be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien will be considered certified, confirmed or ratified and SELLER will, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER will be responsible for all documentary stamps on the deed, recording the deed, title insurance, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for their own legal fees. All other costs of closing will be borne by PURCHASER.

10.5 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Closing Agent the Closing Documents. The Closing Agent will, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER will obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in

this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER will keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER will indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent will not be unreasonably withheld or delayed.

11.5 SELLER will not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER will use its best efforts to maintain the Property in its present condition so as to ensure that it will remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.6 SELLER represents that it has neither actual knowledge nor received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any

substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.7 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.8 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.9 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.10 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.11 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

11.11.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.11.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER in this Agreement, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.11.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances,

regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages. SELLER and PURCHASER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER fails to fully and timely perform any of its obligations or covenants under this Agreement or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 12.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section will survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: William Bruce Brock
211 Windward Passage
Clearwater, FL 33767-2237

With a copy to: James Charles Brock

1845 Michelle Lane
Lakeland, FL 33813

If to Purchaser: Garry Brumback, City Manager
City of Treasure Island, Florida
120 – 108th Avenue
Treasure Island, Florida 33706

With a copy to: Jennifer R. Cowan, Esq.
Lewis, Longman & Walker, PA
100 Second Avenue South, Suite 501-S
St. Petersburg, FL 33701

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which will not be unreasonably withheld. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

15. BROKER FEES. The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

18.2. Computation of Time. Any reference to time periods in this Agreement which are not measured in business days and which are less than six (6) days, will exclude Saturdays, Sundays and legal holidays in the time computation. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the

next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER control all printed provisions in conflict therewith.

18.7 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREEING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, will be awarded to the prevailing party.

18.9 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may be recorded in the Public Records of Pinellas County, Florida.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

Printed Name: Marina Rozique

Printed Name: Alicia Hess
As to William Bruce Brock

WILLIAM BRUCE BROCK
Date: 8/18/2018

Printed Name: Ken Jurgensmeyer

Printed Name: Gail Donlon
As to James Charles Brock

JAMES CHARLES BROCK
Date: 8/18/2018

Printed Name:

Printed Name:
As to Richard David Brock

RICHARD DAVID BROCK
Date:

Alicia Hess

Printed Name: Alicia Hess

Printed Name: Marina Rozique
As to Margaret V. Harris

MARGARET V. HARRIS
Date: 8/19/18

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18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

_____
Printed Name:_____

_____
Printed Name:_____
As to William Bruce Brock

_____
WILLIAM BRUCE BROCK
Date:_____

_____
Printed Name:_____

_____
Printed Name:_____
As to James Charles Brock

_____
JAMES CHARLES BROCK
Date:_____

_____
Printed Name: Shannon Nicholes

_____
Printed Name: Christina Hurell
As to Richard David Brock

_____
RICHARD DAVID BROCK
Date: 8-17-18

_____
Printed Name:_____

_____
Printed Name:_____
As to Margaret V. Harris

_____
MARGARET V. HARRIS
Date:_____

Rozique
Printed Name: Marina Rozique

Alice A. Martin
Printed Name: Alice A. Martin
As to Sharon A. Harris

Printed Name: Alicia Hess

Rozique
Printed Name: Marina Rozique
As to Patricia H. Burgin

Ruth A. Nickerson
Printed Name: Ruth A. Nickerson

Cathy Hayduke
Printed Name: Cathy Hayduke
As to the City of Treasure Island, Florida

Sharon A. Harris
SHARON A. HARRIS
Date: 8/19/2018

Patricia H. Burgin
PATRICIA H. BURGIN
Date: Aug. 19, 2018

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By:
Printed Name: Barry Brumback
Title: City Manager
Date: August 21, 2018

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By:
Printed Name: Richard Green
Title: Attorney/Title Agent
Date: 8/22/2018

LPA RESOLUTION NO. 2025-08

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-05 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); PROVIDING FOR SEVERABILITY; FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR CONFLICT, 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 regulations; and

WHEREAS, on May 15, 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 May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-05 amending the Future Land Use map of the City of Treasure Island and has considered the information received at said public hearing; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-05 to the City Commission through Resolution 2025-08.

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

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the official Zoning Map of the City of Treasure Island, as set forth in Ordinance 2025-05, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15th Day of MAY 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

~~Richard Harris, Chair~~
Local Planning Agency
Ross Sanchez, vice Chair

5/15/25
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 THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); PROVIDING FOR SEVERABILITY; FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR CONFLICT, 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).

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

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

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

The Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms. Two of the parcels associated with Triangle Park were purchased by the City of Treasure Island in 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Therefore, the city is seeking to amend the official Zoning Map to meet this requirement.

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: N/A

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

The proposed ordinance changes the designation from Residential Medium to Recreation/Open Space. As the property has historically been used as a park there is no direct impact on businesses.

(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.

No revenues will be generated from this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

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

This ordinance is a change to the Future Land Use Map from Residential Medium to Recreation/Open Space. No businesses will be impacted by this ordinance.

D. Additional information the governing body deems useful (if any): N/A

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager to sign a contract renewal with M.T. Causley for Building Department Services.
BACKGROUND:	The Commission executed the contract for RFP 20-001 with M.T. Causley on June 16, 2020, to provide five-years of Building Department services. The term of the contract is for a period of five years with two one-year optional renewals. This contract calls for annual negotiations between the City and the vendor to agree upon renewal billable rates. Based on those stipulations, the billable rates for these services will increase by approximately 1.9% for this renewal term. The fourth amendment to the agreement was approved on July 16, 2024. This will be the first one-year optional renewal.
POLICY/PURPOSE:	The contract with M.T. Causley for supplemental Building Department services provides for annual rate adjustments over the term of the contract. Commission action is required to accept these renewed rates and modification to terms in the contract.
STRATEGIC PLAN RELEVANCE:	The requirement to provide Building Department services serves Goal 1 (Foster a vibrant business community) under the Financial and Economic Development Road Map, by ensuring development and redevelopment within the city is done to the correct standards.
ANALYSIS/DISCUSSION:	M.T. Causley is the City's primary vendor who currently

provides the required Building Department services, chiefly the role of the Building Official, inspection services and plans examination. The contract provides for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and planners on an as needed basis.

In order to be able to continue to provide these services, the city must take action before the billable rates expire. Therefore, staff recommends approval of the fourth amendment to the agreement to ratify the renewed rates and ensure there are no gaps in the vendor's services.

FUNDING:

This contract is reflected in the Building Fund (140-5241-34000) and is funded by building development revenue, including building inspection and plan review fees.

MOTION:

I move to approve the one-year renewal of contract 20-001 with M.T. Causley to provide building department and other planning related services and to authorize the City Manager to sign the contract extension.

ATTACHMENTS:
Treasure Island FL - Fifth Amendment - 20-001 - MTC signed (002).pdf
2020 0620 Contract M T Causley.pdf

FIFTH AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND M.T. CAUSLEY, LLC – A SAFEBUILT COMPANY

This Fifth Amendment to the Agreement between the City of Treasure Island, Florida, and M.T. Causley, LLC pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Fifth Amendment"), made and entered into on this 17th day of June 2025 (“Effective Date”), shall amend, and supplement that certain Agreement entered into by and between M.T. Causley, LLC, a Florida limited liability company, with its principal place of business located at 444 N Cleveland Ave., Loveland, Colorado 80537 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated June 16, 2020, as amended (the "Agreement"), on the same terms and conditions.

WHEREAS, all capitalized terms used in this Fifth Amendment, which are not otherwise defined herein, shall have the same meaning as set forth in the Agreement; and

WHEREAS, Section 2. TERM of the Agreement established terms under which the Parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect the negotiated rates for the 2025/2026 yearly period.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1) Recitals. The above recitals are true and correct and incorporated in this Fifth Amendment.

2) Rates. Per Section 2 of the original agreement, the Parties have negotiated renewal rates for the sixth year of the Agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

3) Effect of Amendment. This Fifth Amendment shall be effective as of the Effective Date. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Fifth Amendment shall remain unchanged and in full force and effect. To the extent that this Fifth Amendment conflicts with the Agreement, the provisions of the Fifth Amendment shall govern.

4) Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Fifth Amendment, that the governing or managing body of each of the Parties has approved this Fifth Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Fifth Amendment in the manner set forth below.

IN WITNESS WHEREOF, the Parties have made and executed this Fifth Amendment as of the Effective Date.

As To
CONTRACTOR/ M.T. Causley, LLC

BY: Matthew K. Causley
Digitally signed by Matthew K. Causley
Date: 2025.06.02 21:16:03 -04'00'
Signature

President
(title of authorized corporate officer or individual)

Matthew K. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | Fourth Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC, a SafeBuilt Company

Year: 6 **2025 / 2026** Eff Date: 8/6/2025

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades) − Floodplain Management	$ 114.00 ~~$ 111.00~~	$ 169.00 ~~$ 165.00~~
B	Building Inspection	$ 95.00 ~~$ 93.00~~	$ 144.00 ~~$ 141.00~~
C	Plan Examination	$ 95.00 ~~$ 93.00~~	$ 144.00 ~~$ 141.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 80.00 ~~$ 78.00~~	$ 119.00 ~~$ 116.00~~
2	Permit Clerk	$ 69.00 ~~$ 67.00~~	$ 102.00 ~~$ 100.00~~
3	Planner	$ 140.00 ~~$ 137.00~~	$ 209.00 ~~$ 205.00~~
4	Monthly Acct. Manager meeting (1 hour/mo.)	$0	$0

** After Hours Rate to include any services provided outside regular hours (7 am - 5 pm Monday-Friday), weekends, and City holidays. A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.*

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND M.T. Causley, LLC - A SAFEbuilt Company

PERTAINING TO

BUILDING DEPARTMENT SERVICES

RFP 20-001

This CONTRACT is made and entered into on the 11th day of June, 2020 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and M.T. Causley, LLC - a SAFEbuilt Company, FEIN 65-027808, ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. TERM.

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

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

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

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

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

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

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

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

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

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: M.T. Causley, LLC - A SAFEbuilt Company
Attention: Michael T. Causley
Address: 866 Ponce de Leon Blvd, 2nd Flr, Coral Gables, FL 33134
Phone: 305.262.0628 x 28
Fax: N/A
Email: MTC@mtcinspectors.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

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

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

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

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

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

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

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

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

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

xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

M.T. Causley, LLC - A SAFEbuilt Company
(name of corporation or business)

BY: Michael T. Causley
(title of authorized corporate officer or individual)

Signature

Michael T. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Vice **Mayor:** Deborah Toth

Signature

RFP 20-001
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC

Year: 1 2020/2021

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: - Building Department Administration - Residential and Commercial Inspection (all Trades) - Residential and Commercial Plan Review (all Trades) - Floodplain Management	$100.00	$150.00
B	Building Inspection	$85.00	$127.50
C	Plan Examination	$85.00	$127.50
	Services to be provided on an as-needed basis (in a support capacity only)**		
1	Code Enforcement	$70.00	$105.00
2	Permit Clerk	$60.00	$90.00
3	Planner	$125.00	$187.50
4			
5			
6			
7			

** After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.*

*** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the City Manager to sign a contract renewal with Joe Payne Inc. for supplemental Building Department Services.
BACKGROUND:	The Commission executed the contract for RFP 20-001 on May 18, 2021, to provide five-years of supplemental Building Department services. The term of the contract is for a period of five years with two one-year optional renewals. This contract calls for annual negotiations between the City and the vendor to agree upon renewal billable rates. Based on those stipulations, the billable rates for these services will increase by approximately 1.9% for this renewal term. The third amendment to the agreement was approved on July 16, 2024. This will be the fourth amendment to the agreement.
POLICY/PURPOSE:	The contract with Joe Payne Inc. (JPI) for supplemental Building Department services provides for annual rate adjustments over the term of the contract. Commission action is required to accept these renewed rates and modification to terms in the contract.
STRATEGIC PLAN RELEVANCE:	The requirement to provide Building Department services serves Goal 1 (Foster a vibrant business community) under the Financial and Economic Development Road Map, by ensuring development and redevelopment within the city is done to the correct standards.
ANALYSIS/DISCUSSION:	M.T. Causley is the City's primary vendor who currently

provides the required Building Department services, chiefly the role of the Building Official, inspection services and plans examination.

JPI serves as an additional available contractor to cover in case of any increase in building department services or any staff vacancies from M.T. Causley. The contract provides for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and planners on an as needed basis.

In order to be able to continue to provide these services, the city must take action before the billable rates expire. Therefore, staff recommends approval of the fourth amendment to the agreement to ratify the renewed rates and ensure there are no gaps in the vendor's services.

FUNDING:

This contract is reflected in the Building Fund (140-5241-34000) and is funded by building development revenue, including building inspection and plan review fees.

MOTION:

I move to approve the one-year renewal of contract 20-001 with Joe Payne, Inc to provide building department and other planning related services and to authorize the City Manager to sign the contract extension.

ATTACHMENTS:
Fourth Amendment - 20-001 - JPI.pdf
RFP20-001_Buidling_Department_Services_Joe_Payne_Inc_JPI_Contract_05_18_2021.pdf

FOURTH AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND JOE PAYNE, INC. D/B/A JPI

This Fourth Amendment to the Agreement between the City of Treasure Island, Florida, and Joe Payne, Inc. pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Fourth Amendment"), made and entered into on this 17th day of June 2025 (“Effective Date”), shall amend and supplement that certain Agreement entered into by and between Joe Payne, Inc., a Florida corporation, with its principal place of business located at 5995 S Highway Beach, FL 32951 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated May 18, 2021, as amended (the "Agreement"), on the same terms and conditions.

WHEREAS, all capitalized terms used in this Fourth Amendment, which are not otherwise defined herein, shall have the same meaning as set forth in the Agreement; and

WHEREAS, Section 2. TERM of the Agreement established terms under which the Parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect the negotiated rates for the 2025/2026 yearly period.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Fourth Amendment.

2. Rates. Per Section 2 of the original agreement, the Parties have negotiated renewal rates for the fifth year of the agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

3. Effect of Amendment. This Fourth Amendment shall be effective as of the Effective Date. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Fourth Amendment shall remain unchanged and in full force and

effect. To the extent that this Fourth Amendment conflicts with the Agreement, the provisions of the Fourth Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Fourth Amendment, that the governing or managing body of each of the Parties has approved this Fourth Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Fourth Amendment in the manner set forth below.

IN WITNESS WHEREOF, the Parties have made and executed this Fourth Amendment as of the Effective Date.

As To
CONTRACTOR

_____JPI_____
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Joseph Payne
Signature

Joseph Payne
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20 - 001 | Fourth Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc d/b/a JPI

Year: 5 **2025 / 2026** Eff Date: 7/16/2025

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades)	$ 178.00 ~~$ 174.00~~	$ 178.00 ~~$ 174.00~~
B	Building Inspection	$ 90.00 ~~$ 88.00~~	$ 99.00 ~~$ 99.00~~
C	Plan Examination	$ 90.00 ~~$ 88.00~~	$ 99.00 ~~$ 99.00~~
	*Services to be provided on an as-needed basis (in a support capacity only)***		
1	Code Enforcement	$ 79.00 ~~$ 77.00~~	$ 101.00 ~~$ 99.00~~
2	Permit Clerk	$ 57.00 ~~$ 55.00~~	$ 68.00 ~~$ 66.00~~
3	Planner	$ 101.00 ~~$ 99.00~~	$ 134.00 ~~$ 131.00~~

** After Hours Rate to include any services provided outside regular hours (8 am -5 pm Monday-Friday), weekends, and City holidays.*
A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.
1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Joe Payne, Inc. dba JPI
PERTAINING TO
BUILDING DEPARTMENT SERVICES
RFP 20-001

This CONTRACT is made and entered into on the 18th day of May, 2021 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and JPI, FEIN 800640420, ("**CONTRACTOR**"), collectively (the "**PARTIES**") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. TERM.

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

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

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

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

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

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

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

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 17. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

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

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	Joe Payne, Inc. dba JPI
Attention:	Joe Payne, PE MBA
Address:	9629 Gretna Green Drive
Phone:	8137311501
Fax:	18133156298
Email:	joepayneinc@gmail.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

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

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

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

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

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

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

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

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

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

xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

JPI
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

Signature

Joseph Payne
Printed Name

As To
CITY OF TREASURE ISLAND

DEPUTY
ATTEST | City Clerk:

Signature

Mayor:

Signature

CITY OF TREASURE ISLAND * FLORIDA
SEAL
INCORPORATED
1955

RFP 20-001
Exhibit A - Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc. dba JPI

Year: 1 2020/2021

Item #	Position/Title/Service	Regular Hourly Rate	After Hours Rate*
A	Building Code Administrator	$ 165.00	$ 165.00
B	Building Inspector	$ 80.00	$ 90.00
C	Plans Examiner	$ 80.00	$ 90.00
	Services to be provided on an as-needed basis (in a support capacity only)**		
1	Code Enforcement Officer	$ 70.00	$ 90.00
2	Permit Clerk	$ 50.00	$ 60.00
3	Planner	$ 90.00	$ 120.00
4			
5			
6			
7			

** After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.*

*** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

*1-#: These are positions/functions that **may** be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.*

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Bobbie Shay Lee, Community Development
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Kingfish Drive - Road Deed Transfer Agreement
BACKGROUND:	Due to potential development of the Kingfish property, a title search was conducted by a developer to determine ownership of the road. An old deed was located showing that Pinellas County owned the roadway. The County decided the City of Treasure Island owned the road, in part, due to the statutory maintenance issue.
POLICY/PURPOSE:	The purpose of this item is to clear the title for Kingfish Drive.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	Last year, the owners of the Kingfish property were considering development and wanted to know who owned the road. The City explained that it owned the road and the park (as part of the ROW), as the City had maintained both for longer than the statutory prescribed time. The road was the former John's Pass bridge (before it was relocated to its current location). The developer performed a title search and discovered a very old deed to Pinellas County. The developer believed Pinellas County owned the roadway. The developer went to County and the County stated the roadway was owned by the City in part due to the statutory maintenance issue. The County conducted its research and informed the developer's consultants of its conclusion. The County then reached out to the City to explain that they wanted to clear-up the record so there was no future confusion. The County drafted the attached Road Deed Transfer Agreement which was reviewed

	by the prior City Attorney who made some minor revisions, which were agreed to by the County.
FUNDING:	N/A
MOTION:	I move to authorize the acting City Manager to enter into the deed transfer agreement with Pinellas County.

ATTACHMENTS:
Kingfish Drive_Road Deed Transfer Agreement
Exhbit A - Kingfish Drive.pdf

DEED TRANSFER AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND CITY OF TREASURE ISLAND, FLORIDA

THIS AGREEMENT made and entered into this ____day of _____ , 2025, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("COUNTY"), by and through its Board of County Commissioners, and the **CITY OF TREASURE ISLAND,** a municipal corporation existing under the laws of the State of Florida, ("CITY" collectively "the Parties").

WITNESSETH:

WHEREAS, in 1927, Pinellas County acquired the deed to certain property in Treasure Island, currently known as Kingfish Drive; and

WHEREAS, since no later than 1935, roads that were built by counties, municipalities, or the state were maintained and kept in repair for a period of 4 years, the roads were presumed to be dedicated to the public and title vested in the appropriate governmental entity; and

WHEREAS, pursuant to Chapter 77-165, Laws of Florida, the Legislature revised the Public Roads System and created a plan for the functional classification of all public roads in the state. Pursuant to this plan, maintenance responsibility for roads transferred between the State, counties, and municipalities, based upon the functional classification; and.

WHEREAS, Chapter 77-165 required the transfer of roads between jurisdictions to be completed by July 1, 1982; and

WHEREAS, in 1995, Section 335.0415, Florida Statutes, was enacted allowing roads to be transferred among jurisdictions by written agreement. Prior to the enactment of Chapter 335.0425, while some roads were transferred via formal agreement, others were not. Section 335.0415 also froze right-of-way maintenance responsibility as it existed on June 10, 1995; and

WHEREAS, the CITY acquired maintenance responsibility for Kingfish Drive through functional classification; and

WHEREAS, the CITY acquired title to Kingfish Drive through its maintenance thereof; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the public to clarify the history of ownership and transfer the COUNTY's legacy deed to remove any doubt regarding title interest and clarify the responsibility for the operation, maintenance, planning, design and construction of the Kingfish Drive be transferred to the CITY and of any future improvements thereto will belong-to the CITY.

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

1. The COUNTY'S jurisdiction, rights, interest and title, if any remains, of the property conveyed to the COUNTY by deed recorded at Deed Book 537 Page 535 in the Official Records of Pinellas County ("Legacy Deed") be transferred to the CITY via County Deed, which will be substantially the same as that attached hereto as Exhibit A.

2. The CITY agrees to accept the transfer from the COUNTY and record the County Deed in the Official Records of Pinellas County.

3. As limited by Section 768.28, Florida Statutes (2024), the CITY's responsibility for any tort liability for any actions arising out of the CITY's operation and maintenance of the Kingfish Drive and any adjacent property encumbered by the Deed prior to the recording of the County Deed prior to the effective date of this transfer. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

4. CITY and COUNTY agree that this is the entire agreement between the parties with regard to the transfer or clarification of jurisdiction and control of the Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the Segments subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith.

5. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

7. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Florida Statutes, Section 163.01

10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida .

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized offices, and their office seals hereto affixed, the day and year first above written.

CITY OF TREASURE ISLAND
by and
A municipal corporation of the State of Florida

By: _____
William "Trip" Barrs, Acting City Manager

ATTEST: CITY CLERK

By: _____
(Seal)

PINELLAS COUNTY, FLORIDA

through its Board of County Commissioners

By:_____
Brian Scott, Commission Chair

ATTEST: Ken Burke, Clerk

By:_____
Deputy Clerk (Seal)

PCAO 518065

QUIT-CLAIM DEED

EXHIBIT "A"

DEED 537 PAGE 535

This Indenture, *Made this* 30th *day of* July, *A. D. 19* 27,

BETWEEN Treasure Island Inc.,

of the County of Pinellas *and State of* Florida

part ies *of the first part, and* County of Pinellas

of the County of Pinellas *and State of* Florida

part Y *of the second part,*

Witnesseth, *That the said part* ies *of the first part, for and in consideration of the sum of*

One Dollar & other valuable considerations *Dollars,*

in hand paid by the said part Y *of the second part, the receipt whereof is hereby acknowledged, ha* ve *remised, released and quit-claimed, and by these presents do* es *remise, release and quit-claim unto the said part* Y *of the second part, and* its *heirs and assigns forever, all the right, title, interest, claim and demand which the said part* ies *of the first part ha* ve *in and to the following described ~~lot~~, piece* or ~~parcel~~ *of land, situate, lying and being in the County of* Pinellas, *State of* Florida, *to-wit:*

A strip of land 66 ft. in width and 964.4 ft. in length in Section 15, Township 31 S, R 15 E; Said 66 ft. strip being 33 feet to the right and 33 feet to the left of the following described center line:

Beginning in the center line of the Street between Blocks 2 and 3 according to the recorded Plat of Coney Island at a point 14.6 feet South Westerly from the North East line of said Blocks 2 and 3, thence on a 6° curve to the Right for a distance of 268.3 feet, thence North 39° 15' E for a distance of 241.5 feet, thence on a 30° curve to the Left for a distance of 233.3 feet, thence N 30° 45' W for a distance of 221.3 feet to the center line of Johns Pass.

Parties of the first part grant permission for the building of retaining walls and extension of embankment slopes beyond the limits of Right-of-Way here granted sufficient for construction and maintenance of Bridge and Road way.

To Have and to Hold *the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said part* ies *of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part* Y *of the second part,* its *heirs and assigns forever.*

In Witness Whereof, *The said part* ies *of the first part ha* Ve *hereunto set* their *hand* s *and seal* the *day and year first above written.*

Signed, sealed and delivered in presence of:

TREASURE ISLAND INC. (Seal)

Attest: (Seal)

DEED 537 PAGE 536

State of Florida
County of Pinellas

I Hereby Certify, *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* Thomas V. Donovan and Walter H. Donovan respectively, Vice-President and Secretary of Treasure Island Inc., *to me well known to be the person s described in and who executed the foregoing instrument and* who *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

~~**And I Further Certify,** *That the said*~~
~~*known to me to be the wife of the said on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.*~~

Witness *my hand and official seal at* St. Petersburg
County of Pinellas *and State of* Florida
this 27th *day of* September *A. D. 19* 27.

(Seal)

Ruth M. Sweetman
Notary Public State of Florida.
My commission expires June 14th 1930.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

15

323370

DREW'S FORM R. E. 9

Quit-Claim Deed

FROM
Treasure Is land Inc.

TO
County of Pinellas

Dated July 30th, 19 27

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF PINELLAS, STATE OF FLORIDA ON SEP 23 1927 192—
AT 10 o'clock A. M.
AND RECORDED IN RECORD
No. ON PAGE AND THE RECORD VERIFIED
K. B. O'QUINN CLERK
By D.C.

The H. & W. B. Drew Company, Jacksonville, Florida. 1-14-26

10 A 27

AGENDA ITEM NO. H.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Donations
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Accept Donation from the Treasure Islettes to the Parks and Recreation Department
BACKGROUND:	In the past, the Treasure Islettes have generously donated funds to the Parks and Recreation Department to provide scholarships for winter and summer camp participants whose families are experiencing financial hardships. The City established a Recreation Department Scholarship Fund and Everyone Play's Fund to assist families otherwise unable to afford the registration fees for winter and summer camp and field trips associated with the camps.
POLICY/PURPOSE:	City Commission rules require all donations to the City be formally accepted by the Commission.
STRATEGIC PLAN RELEVANCE:	Community Road Map, Objective 3, Expand programming opportunities and unique community events.
ANALYSIS/DISCUSSION:	The Treasure Islettes are generously donating $2,500 to the Parks and Recreation Department's Scholarship Fund to assist families otherwise unable to afford the registration fees for winter and summer camp due to financial hardships.
FUNDING:	The City established a Recreation Department Scholarship Fund and Everyone Play's Fund to assist families otherwise unable to afford the registration fees for winter and summer camp and field trips associated with the camps.
MOTION:	I move to accept the generous donation of $2,500 from the Treasure Islettes for the Parks and Recreation Department's Scholarship Fund to assist families otherwise unable to afford

the registration fees for the winter and summer children's camps.

ATTACHMENTS:

AGENDA ITEM NO. H.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 17, 2025

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First hearing to approve Ordinance No. 2025-07 to recognize Insurance Revenue in the amount of $600,000

BACKGROUND:

In September and October 2024 the City sustained damage from Hurricanes Helene and Milton, the City incurred on extra rental expenses for PODs due to such damages. As a result of filing the insurance claim, the City received proceeds from Davies Claims N. America.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance.

STRATEGIC PLAN RELEVANCE: This is a regulatory step related to a budget amendment.

ANALYSIS/DISCUSSION:

The use of these proceeds will be used for covering expenses from the hurricanes damage.

FUNDING:

This budget amendment aims to recognize proceeds received from Davies Claims N America amount of $600,000.00 for damages including six (6) months rental for Police/Fire Pods,

Bluesky for remediation services for the community center and Treasure Bay and other miscellaneous damages. These monies will be booked to accounts:

- 344925 Hurricane Insurance Revenue
- 5192-53950 Hurricane Expenses

MOTION:

I move to approve Ordinance No. 2025-07 at this first public hearing and to schedule it for a second reading at the July 1, regular Commission meeting.

ATTACHMENTS:
Budget Amendment 2025-07.xlsx
ORDINANCE_2025-07- INSURANCE PROCEEDS.docx

BUDGET AMENDMENT

DATE: 2025-06-17

FY 2025

TO: William Barrs, Acting City Manager

Ord. # 2505-07

FROM: Victor Ortiz, Finance Director

SUBJECT: Insurance Proceeds

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
001	344925	Hurricane Insurance Revenue	Hurricane Damage & Contents (multiple locations)	$ 600,000.00
			Total	**$ 600,000.00**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5192	53950	Hurricane Expenses	Hurricane Damage & Contents (multiple locations)	$ 600,000.00
					$ -
					$ -
				Total	**$ 600,000.00**

EXPLANATION:

(a) recognize insurance proceeds from property, including six (6) months rental for Police/Fire Pods. Bluesky for remediation services for the community center and Treasure Bay. Other damages.

		DATE
Finance Director:		
City Manager:		
Completed by Finance:		

ORDINANCE 2025-07

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO RECOGNIZE INSURANCE PROCEEDS OF $600,000.00 FOR HURRICANE DAMAGES PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2024-22, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2024; and

WHEREAS, the City has received $600,000.00 from Davis Claims North America OBO arising from losses on 9/26/2024 and 10/9/2024 totaling $600,000.00.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the revenue and appropriate a corresponding $600,000.00 in expenses to be used for rent, remedies and other damages.

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

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

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2025, as adopted pursuant to Ordinance 2024-22 is hereby amended by adding $600,000.00 and corresponding expenses to be used for rent, remedies and other damages.

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

<u>General Fund - Revenue</u>		
Hurricane Insurance Revenue	001-344925	$600,000.00
<u>General Fund - Expenses</u>		
Hurricane Expenses	001-5192-53950	$600,000.00

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the _____ 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

AGENDA ITEM NO. H.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 17, 2025

SUBMITTED BY: Joan Goodrich, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

RFP 25-011 Disaster Financial Recovery Consultant Services Evaluation Committee Ranking and Approval to Negotiate Contract

BACKGROUND:

The Rebuild TI Working Group, whose mission is “Helping to Identify Needs and Funding to Accelerate Treasure Island’s Recovery & Rebuilding” has been working diligently to identify funding sources for capital projects and growth opportunities for the City. The Working Group recognized and recommended that the City’s readiness for disaster grant funding needed strengthening through two potential investments: 1) hiring an internal, full-time Grants Manager; and 2): adding an experienced, on-demand on-call Disaster Financial Recovery Services firm to augment and help staff respond faster, more competitively, and once obligated/awarded, to stay in compliance with federal, state and county funders.

The City issued RFP 25-011 Disaster Financial Recovery Consultant Services on Wednesday, April 23, 2025, and received seven proposals by the deadline, one of which was deemed incomplete. An evaluation committee consisting of representatives from Administration, Finance, Parks & Recreation, Public Works and the Rebuild TI Working Group ranked the remaining six proposals and shortlisted the following three firms and requested final presentations.

- Berquist Recovery Consulting
- Broaddus & Associates
- Integrated Solutions Consulting, Corp.

On June 4, 2025, and before final presentations on June 5, 2025, Integrated Solutions Consulting, Corp. decided not to pursue the RFP opportunity.

Following the presentations, the Evaluation Committee ranked Berquist Recovery Consulting in the top position and Broaddus & Associates second.

Concurrently, the City Commission authorized the Grants Manager as a new position on June 3, 2025.

POLICY/PURPOSE:

The purpose of this item is to increase the City's capacity, capabilities, responsiveness, and success in winning competitive grant funding as we recover, rebuild, and redevelop Treasure Island following the unprecedented 2024 storm season.

STRATEGIC PLAN RELEVANCE:

Financial and Economic Development Goal 2: Maximize the utilization of City's resources

ANALYSIS/DISCUSSION:

Final ranking of short-listed firms for RFP25-011:

1. Berquist Recovery Consulting
2. Broaddus & Associates

FUNDING:

Currently, no funding is allocated for this service as it was not anticipated during the development of the FY 2025 budget which occurred prior to the storms. Estimates for initial funding will follow contract negotiations and be added to a City Commission request to approve the contract and notice to proceed expected in early July 2025. While upfront costs by the city are anticipated for discovery and pre-award grant phases, off-setting revenues are expected in the award and post-award phases for grant-funded projects and programs.

MOTION: Move to direct staff to proceed with contract negotiations with the number one ranked firm Berquist Recovery Consulting. If contract negotiations are not successful, authority is granted to proceed with contract negotiations with the number two ranked firm. A contract will be returned to the City Commission for approval and notice to proceed,

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ATTACHMENTS:
RFP25-011 Disaster Financial Recovery Services_04302025.PDF
Berquist Recovery Consulting Proposal and Supplemental Materials.pdf
Broaddus Associates Proposal and Supplemental Materials.pdf
RFP25-011 Scoring Summariesr1.pdf

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSALS No. 25-011

Disaster Financial Recovery Consultant Services

ISSUED – Wednesday, April 23, 2025

RESPONSES DUE - Friday, May 23, 2025 (2:00 PM)

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

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I. SOLICITATION SCHEDULE

Solicitation Advertised-Posted	**Wednesday, 4/23/2025**
Non-Mandatory Pre-Submittal Meeting:	Respondents may attend a virtual, non-mandatory pre-submission meeting on **Wednesday, April 30, 2025 at 1 PM** on Microsoft Teams. **Join the meeting now** Meeting ID: 255 367 377 734 6 Passcode: Z2Hd7kH3
Questions Deadline	Any inquiries or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be **submitted in writing by 2 PM on Wednesday, 5/7/2025 to Mike Howard**, City Finance Director, mhoward@mytreasureisland.org.
Answers Posted By	Responses to all written questions submitted prior to the questions deadline will be posted on the City's DemandStar posting by **2 PM on Monday, 5/12/2025** in the form of an addendum.
RFP Closing Date	Proposals **must be submitted by 2 PM on Friday, 5/23/2025** for the attention of the City of Treasure Island's Finance Director at 10451 Gulf Blvd., Treasure Island, FL 33706. RFPs must be clearly marked per the instruction in V. SUBMISSION REQUIREMENTS guidelines within. RFPs must be submitted in the format specified in the "Submission Requirements" section hereof. RFPs received after the submittal deadline will not be considered. The opening and recording of RFPs is open to the public and will be held Friday, May 23, 2025, 3 PM at 10451 Gulf Blvd., 5th floor Crow's Nest Boardroom, Treasure Island, FL 33706.
Evaluation Committee Date	A public meeting will be held by the Evaluation Committee during the **week of May 26, 2025** at 10451 Gulf Blvd. to score RFPs. A preliminary ranking will be posted on DemandStar by close of business on Tuesday, June 3, 2025.
City Commission Meeting to Approve Recommendation	**Tuesday, June 17, 2025, 6 PM**, Treasure Island City Hall, 10451 Blvd., 2nd Floor, Treasure Island, FL 33706
Primary Contact:	Mike Howard, City Finance Director 727-547-4575 x224 mhoward@mytreasureisland.org

II. OVERVIEW

A. INTRODUCTION

The purpose of this Request for Proposals ("RFP") is to solicit Proposals from qualified firms to provide disaster recovery consulting services. The intent of the City of Treasure Island (the City) is to award a contract to the top-ranked firm to perform the specified services based upon the evaluation as provided herein.

The City is seeking a professional consultant(s) or consulting firm(s) to provide expertise to augment our capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency ("FEMA"), U.S. Department of Housing and Urban Development, U.S. Economic Development Administration (EDA), Community Development Block Grant Disaster Recovery (CDBG-DR), State of Florida Emergency Management, Pinellas County and any funding sources available, hereafter referred to as "Funding Sources."

The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the City's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the City in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses. The disaster recovery consulting services shall be performed on an as needed basis to support the City's recovery from declared disasters or associated services throughout the duration of the contract term.

Complete specifications and any additional information may be obtained from the City of Treasure Island website from DemandStar. Sealed RFPs may be hand-delivered or mailed to City of Treasure Island City Hall, located at 10451 Gulf Blvd., Treasure Island, FL 33706. to the attention of the Mike Howard, Interim Finance Director or submitted online by using the DemandStar portal. RFPs not submitted via DemandStar ***must*** **have one original version with original signature and one electronic copy in PDF format** submitted in a sealed envelope/package no later **than 2 PM on Friday, May 23, 2025**. All submissions must be submitted on the RFP Forms as provided herein. All envelopes must be clearly marked "**RFP No.25-011 Disaster Financial Recovery Consultant Services**". Any RFP received after the specified date and time will not be considered.

Immediately following the deadline for receipt of the RFPs, a public meeting will be held at the City of Treasure Island City Hall, 5th floor Crow's Nest Boardroom, located at 10451 Gulf Blvd., Treasure Island, where all received RFPs will be publicly opened and firm names read aloud on Friday, May 23, 2025 at 3PM. Persons with disabilities requiring reasonable accommodations to participate in this proceeding/event should call (727) 260-2367, no later than seven days prior to the proceeding.

All questions should be submitted in writing and addressed to Mike Howard at mhoward@mytreasureisland.org by **2PM on Wednesday, May 7, 2025**. All questions will be answered and posted on the City's DemandStar portal by **2 PM on Monday, May 12, 2025**.

It is the responsibility of each respondent to thoroughly examine all RFP documents and judge all matters relating to the adequacy and accuracy of such documents. Complete specifications and any additional information may be obtained from the City of Treasure Island postings through the DemandStar portal.

It is the further responsibility of each respondent to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the submission of qualifications. Respondents can locate issued addenda via the posting on DemandStar or by contacting the Primary Contact, as defined in the RFP. Whether or not addenda are issued, an Addenda Acknowledgement Form must be-completed and submitted with the RFP.

The following steps will be taken in the procurement process:

1. Issuance of the RFP.
2. The evaluation committee will review and independently rank each RFP received.
3. The evaluation committee will hold a public meeting to discuss their reviews to produce a shortlist of up to three qualified, responsive respondents.
4. A potential subsequent public meeting may be held to hear presentations by each shortlisted respondent. After the last presentation, members of the committee will discuss the presentations to rank the presenting respondents.
5. Staff will request the City Commission's approval of ranking and authorization to begin contract negotiations.
6. Upon successful negotiation, staff will provide a final recommendation to the City Commission to execute a contract.

The City reserves the right to negotiate modifications to RFPs that it deems acceptable and to terminate negotiations in the event progress towards an agreed upon contract is deemed insufficient. RFPs may not be withdrawn to be edited or modified after the submission deadline.

A prohibition of lobbying is in effect. Please review the "Lobbying" subsection in the "General Conditions" section carefully to avoid violation and possible sanctions.

B. CITY OF TREASURE ISLAND

General Information

The City of Treasure Island is located on a barrier island in the Pinellas County – Tampa Bay region of the State of Florida and has a permanent population of approximately 7,000, increasing to nearly three times the permanent population during the peak winter and spring seasons.

The City provides a full range of municipal services, including police, fire, emergency management, and 911 services, solid waste services, streets maintenance, parks & recreation, planning, public improvements, wastewater utility services, natural resource management, economic development, and general administrative services.

The City operates under a City Commission-Manager form of government. The legislative and governing body of the City consists of five City Commissioners, one elected at-large as Mayor for a three-year term and four other elected Commissioners, each from one of four geographic districts for a staggered two-year term.

The Commission appoints the City Attorney and the City Manager, who is the chief administrative officer of the City. The City Manager hires all other City employees. Chuck Anderson is City Manager.

The City was significantly affected by Hurricanes Debby, Helene, and Milton in 2024.

C. SCOPE OF SERVICES

General Requirements

The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, grant writing, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the City's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the City in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/ development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses. The disaster recovery consulting services shall be performed on an as needed basis to support the City's recovery from declared disasters or associated services throughout the duration of the contract term.

FEMA Public Assistance Advisor Services

Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), any and all alternative procedures for public assistance and debris removal, as well as other Federal grant programs, the awarded Consultant will assist the City, from inception through project closeout, to prepare and submit its Public Assistance program documentation including procurement and contract, payroll, and grant submission support. Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment. This should also include processes for debris monitoring services. Attend all meetings with FEMA, State and insurance representatives, as well as regular participation with the City's designated FEMA or Disaster Recovery meetings and presentations. Identify and communicate risks within City operation that could impede the City's ability to optimize reimbursement. Assist in the preparation of accurate Public Assistance emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

Financial, Payroll, and Grant Management

Ensure City disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement. Assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State of Florida, or other agencies. Ensure there are no duplications of submission if varying agencies are involved. Assist the City through FEMA, State of Florida (or other agency) guidelines to

capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement. Assist the City through FEMA, State of Florida (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of consultant's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Procurement and Contract Management/Monitoring Support
Advise procurement staff on City disaster recovery and restoration procurement processes compliance with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies. Assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement. Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies. Ensure City documentation is sufficient to respond to OIG audits and reviews.

Information Technology (IT) and Data Management
Possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs. Assist in the development and/or review of processes for the City to properly collect data and document information as necessary to optimize compliance with FEMA, State of Florida, or other agencies. Ensure City documentation is sufficient to respond to OIG audits and reviews.

Insurance and Other Funding
Review and understand the City's insurance coverage to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies. Develop process to assist the City in routing eligible expenses correctly including insurance coverage guidelines. Assist the City with identifying other disaster recovery funding opportunities including Community Development Block Grant Disaster Recovery (CDBG-DR) programs. Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support
Provide expertise in identifying, developing, and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events. Assist the City with preparing relevant documentation and analysis related to hazard mitigation grant programs. Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Emergency Management Support Services
Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review, and test of plans related to future events.

Disaster Recovery Related Services Support
1. Planning Services to include the following activities:
    a. Planning, procuring (2 CFR 200 compliant), and/or preparing necessary plans, informational surveys, including coordinating photogrammetric and Geographic Information Services, environmental studies, and geotechnical investigations required for planning considerations.

b. At the City's request, prepare conceptual repair estimates that may assist with FEMA, HUD and any other State or Federal agencies as directed. Such estimates may include, but are not limited to, the cost to implement an exact replacement, repair versus replace comparisons.

2. Construction to include the following activities:
   a. Advise the City on development of construction bid packages in conformance with 2 CFR 200 federal requirements, as well as providing advice on bid award process.
   b. Respond to Request(s) for Information on an as-needed basis.

Local, County, State and Federal Compliance

Procurements: In the event the awarded Consultant must procure additional resources post-contract award, the Consultant will strictly adhere to all associated procurement rules such as 2 CFR 200, Title I of the HCD Act, (42 U.S.C. § 5301 et seq.), 24 CFR Part 570, et al. unless modified by waivers and alternative. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances.

III. GUIDELINES, SUBMISSIONS, & EVALUATION CRITERIA

The purpose of this section is to provide information related to the qualifications of interested firms to perform the services requested in this RFP. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City and are subject to public records laws. All expenses including travel expenses for interviews incurred in the preparation of the submittal shall be borne by the respondent**.**

The RFPs and presentations will be reviewed by an evaluation committee that will come together at a public meeting to provide rankings of respondents. All discussions by the evaluation committee occur during a public meeting(s). The determinations made by members of the committee will be based upon the committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed under this RFP.

Membership of the evaluation committee is subject to change but is anticipated to be comprised of a City staff member(s) from the following teams: Administration, Finance, Parks & Recreation, Public Works and Rebuild TI Working Group.

A. QUALIFICATIONS

Respondents must meet the minimum qualification requirements provided herein, to be considered responsive to the requirements of this RFP. Respondents must provide sufficient documentation to demonstrate their compliance with the following minimum requirements:

1. Must be registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov.
2. Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.

Respondents must possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the requirements and restrictions of 2 CFR 200, Title I of the HCD Act, (42 U.S.C. § 5301 et seq.), 24 CFR Part 570, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), Hazard Mitigation Grant Program (HMGP) and Economic Development Administration (EDA).

B. SPECIAL CONSIDERATIONS

1. The City of Treasure Island Finance Director, Mike Howard will serve as the main point of contact for this contract.
2. Consultants must be eligible to apply for a Treasure Island Business Tax Receipt (if one has not been issued).
3. Under no circumstances should any prospective proposer or anyone acting for or on behalf of a prospective proposer, seek to influence or gain the support of any member of the City Commission or City staff favorable to the interest of any prospective proposer. Likewise, contact with City Commission members or City staff against the interests of other prospective proposers is prohibited. Any such activities may result in the exclusion of the prospective proposer from consideration by the City.
4. Questions or clarifications relating to this RFP are to be submitted to the City of Treasure Island Finance Director via email to mhoward@myTreasureIsland.org. Questions will not receive oral responses, except to confirm if the City received the written question. Responses to questions or clarifications will be sent out to all proposers via an addendum.
5. It is intended that the term of this contract will be for **three (3) fiscal year terms**. It is intended that the parties may renew this contract for **two (2) additional one-year periods**, based upon mutual agreement. However, any term is subject to contractual negotiation, budget appropriation and approval of the City Commission.
6. By submission of this proposal, the undersigned, as proposer, does declare that the only person, or persons, interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal, and that it is, in all respects, fair and in good faith without collusion or fraud;

C. SELECTION PROCESS AND SCHEDULE

Issue RFP..... Wednesday, April 23, 2025
RFP Proposals Due to City .....Friday, May 23, 2025 (2 PM)
Evaluation Committee Review of Proposals .....Week of May 26, 2025
City Commission Meeting to Approve Recommendation.....Tuesday, June 17, 2025 (6 PM)

D. PROPOSAL SUBMISSIONS

To maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all people or entities interested in the proposal as principals. The proposal shall be submitted on 8-1/2 x 11 paper, with heading and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

1. **Cover Page** – Show the name of Proposer's agency/firm, address, telephone number, name of contact person, contact person email, date, and the proposal number, and description.

2. **Tab 1** – **Table of Contents**: Include a clear identification of the material by section and by page number.

3. **Tab 2** – **Cover Letter**: Limit to one or two pages
   Brief letter introducing the firm or team
   a. Information on why the City should select the firm/team
   b. Identification of primary engagement personnel and/or main points of contact.

4. **Tab 3** – **Required Forms** – Sections 1 – 7 (for Section 7, signature page only)

5. **Tab 4** – **Qualifications and Experience of Person(s) to Fulfill Scope of Services**

   Respondent must demonstrate possessing at least the minimum qualifications provided herein. Respondent shall sufficiently demonstrate the qualifications of company, staff, key personnel, and any proposed sub-consultants and subcontractors who may perform any aspect of the scope of services provided herein.

   Respondent shall demonstrate extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions, Community Development Block Grant Disaster Recovery, and regulations (44CFR and 2 CFR 200, 42 U.S.C. § 5301 et seq., 24 CFR Part 570), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

   Respondent(s) shall provide a summary of the overall capabilities of staff and any proposed sub-consultants and sub-contractors relative to Disaster Recovery Consulting Services, as outlined in the scope of work. Copies of all current licenses and applicable certifications held by the Respondent and proposed sub-consultants and/or subcontractors must be submitted.

   Respondents and/or sub-consultants or sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline.

   Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team. Provide three (3) completed reference questionnaires from municipal clients whose projects are of a similar nature to this solicitation as a part of their proposal completed within the past 8 years. Points will be awarded by each reviewer by comparing the needs of the City to the information provided in each proposal.

6. **Tab 5** – **Firm Experience**

   The ideal Consultant(s) shall possess demonstrated experience in programmatic disaster recovery as well as intimate knowledge and expertise in the operations of the FEMA Public

Assistance Program including hazard mitigation, HUD, Community Development Block Grant Disaster Recovery, EDA and any other County, State or Federal agencies and "Funding Sources" as directed. Specifically, the ideal Consultant(s) shall also have recent experience representing cities and/or counties in the State of Florida on FEMA public assistance grants for named events.

Respondents must demonstrate the minimum experience requirements provided herein. Respondents shall provide a minimum of three (3) reference projects from within the last eight (8) years, like the scope stated above and done on behalf of a Federal, State, or City entity. The City reserves the right to contact any or all of them as a reference.

7. **Tab 6** – **Fees**

   Respondents shall provide a list of their hourly rates for all services described in this solicitation.

   Responses will be evaluated based on the blended rate. Blended rate will be a calculated average of all hourly rates included in the proposal sheet. If there are different hourly rates for in-person services as opposed to remote services, please provide all applicable hourly rates.

8. **Tab 7** – **Firm Capacity**

   Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the City. Provide information about whether management resources will be positioned locally to ensure completion of the scope of work described in this RFP. Respondents shall describe any current/future workloads that responsible personnel are assigned simultaneous to their prospective work for the City of Treasure Island. Any additional information the Respondent wishes to be considered in the evaluation of its ability to render services to the City.

9. **Tab 8** - **Certified small and minority business, women business enterprise**

   Provide applicable documentation supporting the Respondent's qualifications as a minority, small business, or women-owned entity.

E. EVALUATION

The City will be evaluating responses to this solicitation based on a combination of the experience described in the individual proposals and the best overall value for the services offered. Broadly, the individual responses will be rated on the following criteria.

Component	Maximum Points
Qualifications and Experience of Person(s) Assigned to the Project	30
Experience of the Firm	30
Fees	15
Capacity of Firm	20
Certified Small Business, Minority Enterprise, Women-Owned, Disadvantaged, or Veteran-Owned Business Enterprise	5
Total Points Available	**100**

[THIS SPACE INTENTIONALLY LEFT BLANK]

IV. GENERAL INSTRUCTIONS

Bid Format
All bids must be typewritten. Legibility, clarity, and completeness are essential. The bid must be signed individual(s) legally authorized to bind the Contractor.

Submission Procedures – Mailed/Delivered (Option 1) **OR** via DemandStar (Option 2)

Option 1
One original version of all bid documents with signature(s) and one (1) digital (PDF) version of the original are to be submitted in a sealed envelope to:

City of Treasure Island
Mike Howard, Financial Director
10451 Gulf Boulevard
Treasure Island, Florida 33706

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

THE CITY OF TREASURE ISLAND, FLORIDA
Disaster Financial Recovery Consultant Services

RFP No. 25 - 011

Name of Company/Firm: _____

Point of Contact: _____
_____

Option 2
Bidders may also submit all required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option being made available to all bidders. Bidders much either **submit everything via Option 1 OR Option 2**. Bids submitted using both options risks being deemed non-compliant.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Mike Howard, Interim Financial Director, by email at mhoward@mytreasureisland.org. Questions and request for additional information must be submitted by email by the date indicated. Only written interpretations or answers made to any bidder as to the meaning or specifications of the scope of this RFP will be binding. It is the further responsibility of each Bidder to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the RFP submission.

I. REQUIRED FORMS

SECTION 1 – PROPOSAL SHEET

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: **RFP No.25-011 Disaster Financial Recovery Consultant Services**

RESPONDENTS CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

TYPE OF ORGANIZATION *(select one)*:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers

-Chief Executive Officer: _____

-President: _____

-Vice President(s): _____

_____

-Treasurer: _____

-Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

RESPONDENTS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

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

Primary type of work your company performs: _____

Number of people permanently employed:_____

Is this organization an equal employment opportunity employer? _____

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?

☐ YES ☐ NO *If yes, include Attachment in this Section*

RESPONDENTS 3 REFERENCE PROJECTS *(highlighting projects within last 8 years)*

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

General Scope: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

General Scope: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

General Scope: _____

1. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise (DBE): _____

Minority Business Enterprise (MBE): _____

Woman Owned Enterprise (WBE): _____

Small Business Enterprise (SBE): _____

Other (_____): _____

Has firm listed in Section 1 ever failed to complete a contract awarded to it? ☐ YES ☐ NO

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

☐ YES ☐ NO

If YES to either of the two (2) questions above, list below or as an attachment and state why. Include each project's contact information

_____

_____

COMPANY _____

The undersigned, as respondent, does declare that no other persons other than the respondent has any interest in this submission or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one submission received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any respondent, has interest in more than one submission for the same work will cause the rejection of all submissions that the respondent is interested in. If there are reasonable grounds for believing collusion exists among respondents, the proposals of such respondents will not be considered.

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

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

_____

COMPANY NAME

_____ _____

NAME (PRINT) TITLE

_____ _____

SIGNATURE DATE

SECTION 2 - DRUG-FREE WORKPLACE CERTIFICATE

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

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

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

_____ _____

Signature Date

_____ _____

Printed Name Title

SECTION 3 - ADDENDA ACKNOWLEDGEMENT FORM

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

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

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

SECTION 4 - PUBLIC ENTITY CRIMES STATEMENT

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

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

1. This sworn statement is submitted to_____
(Print name of the public entity)

by _____

(Print individual's name and title)

for_____

(Print name of entity submitting sworn statement)

whose business address is_____

_____

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

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

signing this sworn statement:_____).

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

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

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

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

_____

(Signature)

Sworn to and subscribed before me by means of (select one:) [ ] physical presence or

[ ] online notarization, this_____day of_____, 20__, ___, by

_____**,** who is [select one:]

[ ] personally known to me **–or—** [ ] has produced a Florida driver's license as identification.

Personally known_____ _____

OR Produced Identification _____ Notary Public – State of Florida

My Commission Expires ___

_____

(Type of identification)

_____

(Printed, typed or stamped

commissioned name of notary public)

SECTION 5 – TRUTH IN NEGOTIATIONS CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the RFP, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant

Signature:_____ Date:_____

STATE OF _____

COUNTY OF_____

The foregoing instrument _____ was acknowledged before me by means of (select one:) [ ] physical presence or [ ] online notarization, this _____ day of _____20__ _____ (name of the person whose name is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification, and who (did I did not) take an oath.

_____

Printed Name of Notary Public

My Commission Expires: _____ NOTARY SEAL ABOVE

SECTION 6 – ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.
The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____

Signature of Notary Public

_____

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

SECTION 7 - GENERAL CONDITIONS

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

1. **Interpretations.** All questions concerning the specifications within must be directed by e-mail to Mike Howard, Interim Financial Advisor at mhoward@mytreasureisland.org. Interpretations will be posted on the City's DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

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

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

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

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

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

apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

6. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

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

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

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

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

11. **Selection of Proposal.** Prior to contract award, any respondent may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the respondent must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of respondent and any proposed sub-consultants, suppliers and individuals, or entities to perform the work in accordance with the contract documents. In evaluating whether a respondent is responsible, the City will

consider the qualifications of the respondent and may consider the qualifications and experience of suppliers proposed for those portions of the work for which the identified suppliers must be submitted as provided in the proposal documents. The City will also consider whether the respondent is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the respondent that it believes is appropriately qualified, responsible, and responsive.

12. **Award of Proposals.** Recommendation for award of proposal are made to the City Commission based on the (up to 3) highest ranked, most responsive, and most responsible respondent(s) meeting all conditions and requirements of the RFP. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

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

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

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

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

16. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to

protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective respondent may contact the City's main office as specified in the RFP, to address situations such as clarifications relating to the procurement process or respondent protests.

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

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

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

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

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

respondent, which has disclosed its intent to assign or subcontract in its response to this solicitation, without exception will constitute approval for purposes of this contract.

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

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

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

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

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

identified in Section 287.135, Florida Statutes, or engaged in any such activity identified in that section.

A. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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

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

24. **Payment of Invoices.** The City issues checks for payment of invoices on the 1st, and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. The City will make payments in accordance with the Florida Prompt Payment Act, section 218.70, *et seq.*, Florida Statutes. All purchases are subject to availability of funds in the City's budget.

25. **Appropriations Clause.** By submitting a proposal, the Consultant certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the Consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

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

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

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

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

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

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

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

32. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion that such termination is in the best interests of the City. A notice of termination will be effective if delivered to the respondent at least five (5) calendar days prior to the termination date contained in the notice. The notice of termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

33. **Conflict of Interest and Code of Ethics**. The respondent represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required in the contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on

either a full or part-time basis. The respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

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

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

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

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

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

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

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

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

38. **Insurance Requirements.**

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

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

Holder.

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

City of Treasure Island
Risk Management Department
10451 Gulf Blvd.
Treasure Island, FL 33706

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

B. Specific Insurance Coverages and Limits

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

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

1. <u>Workers' Compensation:</u> Florida Statutory Requirements
   <u>Employer's Liability:</u> $100,000 Each Employee
   $100,000 Each Employee Disease
   $500,000 Aggregate Disease

2. <u>Commercial General Liability Insurance:</u> The Consultant shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $1,000,000 Per Occurrence
   $2,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal/Advertising Injury
$2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The Consultant shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4. Professional Liability (Errors and Omissions) Insurance: The Consultant shall provide coverage with at least minimum limits shown below. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the City, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

   $1,000,000 Each Occurrence or Claim
   $2,000,000 General Aggregate

   For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

   The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this contract shall be liable in accordance with section 471.023(3) of the Florida Statutes.

5. Property Insurance: Consultant will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Consultant and/or sub-consultant(s). Any remedy provided to the City by the insurance provided by the Consultant and its consultants or sub-consultants will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the City under contract or otherwise.

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

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

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

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements specified in this contract.

J. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

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

K. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Consultant or its sub-consultant will relieve the Consultant or sub-consultant from responsibility to prove insurance as required.

L. Indemnification Requirements
The Consultant must agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Consultant, its agents, or employees during the performance of the contract.

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

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

40. **Foreign Country of Concern Disclosure Certification.**

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

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

☐ NONE

OR

☐ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

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

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

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

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

Signature:_____ Date:_____

Printed Name:_____

APPENDIX A – PROJECT INFORMATION

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX B – CONTRACT

AGREEMENT FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

THIS AGREEMENT FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES ("**Agreement**"), by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 10451 Gulf Blvd., Treasure Island, FL 33706 (the "**City**") _____, a _____ with a principal address of _____(the "**Contractor**")(collectively, the "**Parties**"), is made and entered into on the ____ day of _____, 2025 (the **"Effective Date**")**.**

WHEREAS, the City Commission of the City has determined that there exists the need for disaster financial recovery consultant services within the City (the "**Services**"); and

WHEREAS, the City issued RFP No. 25-011 (**Exhibit A**), which is attached to and incorporated in this Agreement by reference, to procure a contractor to provide for such Services; and

WHEREAS, Contractor submitted a proposal (**Exhibit B**), which is attached to and incorporated in this Agreement by reference, and was the successful bidder to the City's RFP No. 25-011; and

WHEREAS, the Parties desire to enter into this Agreement for Contractor to provide the Services to the City.

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

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

2. **Scope of Services**. The Parties agree that the Contractor will provide the Services as outlined in Exhibit A and Exhibit B.

3. **Term**. The term of this Agreement shall become effective on the Effective Date and shall continue until the Services have been complete or this Agreement is terminated.

4. **Payment and Fees**.

    a. The Contractor shall provide the Services described in this Agreement at the costs and rates outlined in Exhibit B.

b. The Contractor shall submit invoices once each month to the City of Treasure Island for services performed and including the expenses and other charges accounted for under this Agreement during the month immediately preceding said invoice. Payment as prescribed in this section for services rendered by the Contractor during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes.

c. Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his/her designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

d. The Contractor shall pay all sales, employment, and other applicable taxes that arise or may arise from the services to be performed under this Agreement.

5. **Standard of Care**. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services to be provided. By executing this Agreement, Contractor agrees that Contractor will exercise the same degree of care, knowledge, skill, and the ability as any other similar situated contractor possessing the same capabilities within the local area working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with this Agreement and industry standards.

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

7. **Termination**.

a. The Contractor shall serve at the pleasure of the City Commission and may be removed from service at any time with or without cause by a majority vote of the City Commission present and voting. The Contractor may terminate this Agreement with or without cause upon sixty (60) days' written notice to the City. In the event the Agreement is terminated by the Contractor or is terminated by the City for reasons unrelated to the quality of work provided by the Contractor, the City shall pay the Contractor in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the City for compensation under this Agreement in the event of termination. Upon termination of this Agreement, however terminated, the Contractor shall turn over to the City all work product completed, or partially completed, up to the date of termination. The City will have full right to use such work product in any manner, in the sole discretion of the City.

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

c. If the Contractor shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations, the City may terminate this Agreement immediately notwithstanding the notice requirements of this Agreement.

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

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

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

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

City of Treasure Island
Attn: Risk Management
10451 Gulf Blvd.
Treasure Island, FL 33706

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

3. The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement with the City.

4. Contractor shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

N. Specific Insurance Coverages and Limits

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

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

1. <u>Workers' Compensation:</u> Florida Statutory Requirements
   <u>Employer's Liability:</u> $1,000,000 Each Employee

   $1,000,000 Each Employee Disease

   $1,000,000 Aggregate Disease

2. <u>Commercial General Liability Insurance:</u> Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain

coverage for a period of two (2) years beyond final acceptance by the City.

$1,000,000 Per Occurrence
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury
$2,000,000 General Aggregate

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

$1,000,000 Combined Single Limit Per Accident

4. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.

O. These insurance requirements shall not limit the liability of the Contractor and/or Subcontractor(s).

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

Q. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

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

S. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

T. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

U. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this Agreement.

V. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to

comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

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

W. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Contractor or its Subcontractor will relieve the Contractor or Subcontractor from responsibility to prove insurance as required.

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

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

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

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

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

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

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

14. **Governing Law and Venue**. This Agreement will be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this Agreement will be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions. The Parties waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement.

15. **Attorneys' Fees and Costs**. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning

the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

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

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

18. **Entire Agreement**. This Agreement embodies the entire Agreement of the City and the Contractor. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

19. **Waiver**. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

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

If to the City:

City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:

With required copy to:
Jennifer R. Cowan, City Attorney
Bryant Miller Olive P.A.
400 N Tampa St, Suite 1600
Tampa, Florida 33602

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

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

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

23. **Scrutinized Companies**. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this 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 for cause if: (1) Contractor is found to have

submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Contractor is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

24. **No Affiliation with Foreign Countries of Concern**. Pursuant to section 286.101, Florida Statutes, Contractor 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. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

25. **E-Verify**. Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Agreement for cause if City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida

Statutes, as may be amended, but City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. 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) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

26. **Equal Opportunity Employer**. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

27. **No Issuance of Identification Documents**. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

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

29. **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.

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

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

32. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF TREASURE ISLAND; 10451 GULF BLVD ; TREASURE ISLAND, FL 33706; TEL: (727) 547-4575; FAX: (727) 547-4582; CITYCLERK@MYTREASUREISLAND.ORG

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

CITY: The City of Treasure Island

_____

City Manager

ATTEST:

_____

City Clerk

CONTRACTOR:

_____

_____

WITNESS:

_____

Name:_____

WITNESS:

_____

Name:_____

APPENDIX C – SUPPLEMENTAL CONDITIONS

THE FOLLOWING CONDITIONS ARE APPLICABLE FOR FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANC PROJECTS AND WILL BE INCLUDED IN ANY CONTRACT AWARDED UNDER THIS RFP.

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

1. FEMA Required Contract Provisions.
    1.1 Remedies. This provision applies only if this Agreement is for a purchase for more than the federal simplified acquisition threshold, which is currently $250,000. Should Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.
    1.2 Termination for Cause and Convenience. This provision applies only if this Agreement is for more than $10,000. For and in additional consideration of $10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause, and without penalty or expense to the City, upon ten (10) days' written notice to Consultant. Upon expiration of such time period, this Agreement shall be deemed terminated, all obligations under this Agreement shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination. The City may further terminate this Agreement with cause at any time immediately upon written notice to Consultant, if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. . This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.
    1.3 Equal Employment Opportunity. This provision applies only if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. During the performance of this Agreement, Consultant agrees as follows:

(1) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

(6) Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules,

regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Consultant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of

Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Consultant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Consultant; and refer the case to the Department of Justice for appropriate legal proceedings."

1.

1.4 Rights to Inventions. If the Agreement meets FEMA's definition of funding agreement and Consultant enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then Consultant must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

1.5 Clean Air Act and Federal Water Pollution Control Act. This provision applies only if the Agreement is for over $150,000. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Consultant agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the
appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Consultant further agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Consultant agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

1.6 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Consultant is required to verify that none of Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Consultant must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

1.7 Byrd Anti-Lobbying Amendment. Consultants who enter into an Agreement for more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

1.8 Procurement of Recovered Materials. In the performance of this Agreement, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

1.9 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (3) of this clause applies, Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

1. This clause does not prohibit Consultants from providing—
    a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
    a. Covered telecommunications equipment or services that:
        i. Are not used as a substantial or essential component of any system; and
        ii. Are not used as critical technology of any system.
    b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

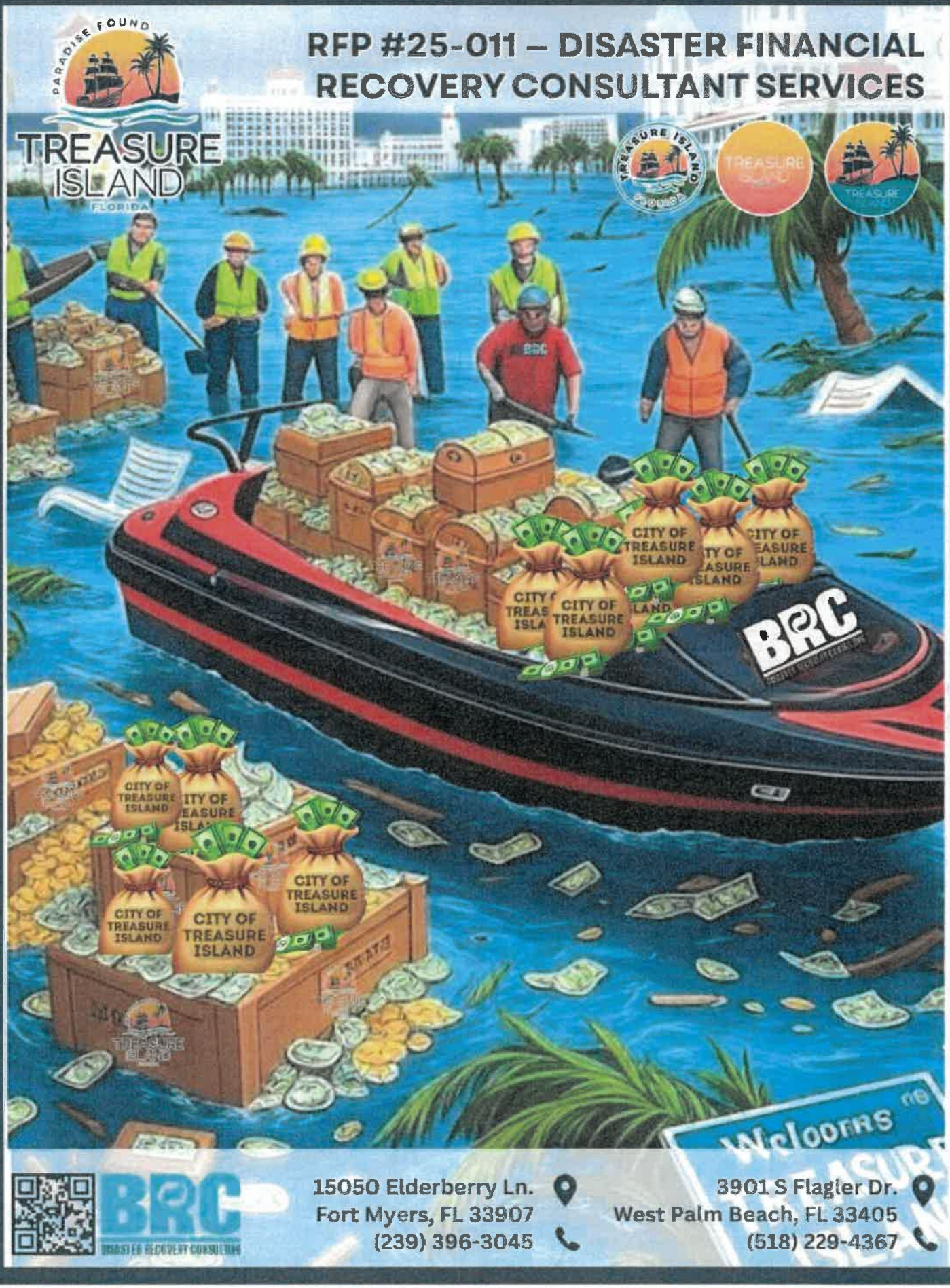
1. In the event Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Consultant is notified of such by a subcontractor at any tier or by any other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

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

1.10 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

(1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.


PARADISE FOUND
TREASURE ISLAND
FLORIDA
RFP #25-011 – DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES
CITY OF TREASURE ISLAND
BRC
BRC
DISASTER RECOVERY CONSULTING
15050 Elderberry Ln.
Fort Myers, FL 33907
(239) 396-3045
3901 S Flagler Dr.
West Palm Beach, FL 33405
(518) 229-4367
WWW.BERQUISTRECOVERYCONSULTING.COM

DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

RFP # 25-011 CITY OF TREASURE ISLAND

TAB 1 **TABLE OF CONTENTS**

SECTION 1: TABLE OF CONTENTS 2

SECTION 2: COVER LETTER 3

SECTION 3: REQUIRED FORMS 5

SECTION 4: STAFF QUALIFICATIONS AND EXPERIENCE 6

QUALIFICATIONS AND EXPERIENCE OF PERSONNEL 6

- Federal Funding & Compliance Expertise 6
- Project Leadership & Key Personnel 6
- Supporting Staff and Capabilities 8
- Strategic Subconsultant Commitment – GrantCity Consulting, LLC (GCC) 8
- Proven Track Record & Client References 8
- Firm Capacity, Scalability, and Commitment 8
- Conclusion 9

SECTION 5: FIRM EXPERIENCE 10

- Firm Overview & Disaster Recovery Experience 10
- Past Performance & Results 10
- Audit-Ready Compliance & Documentation 12
- Unique Qualifications & Local Expertise 12
- Client References (Florida Disaster Recovery Projects Within the Past 8 Years) 13

SECTION 6: FEES 14

- Hourly Rates and Personnel Details 14
- Blended Rate Confirmation 15
- Total Cost Estimate 15

SECTION 7: FIRM CAPACITY 16

SECTION 1: CERTIFIED SMALL AND MINORITY BUSINESS, WOMEN BUSINESS ENTERPRISE 17

BRC DISASTER RECOVERY CONSULTING

15050 Elderberry Ln.
Fort Myers, FL 33907
(239) 396-3045

3901 S Flagler Dr.
West Palm Beach, FL 33405
(518) 229-4367

May 21, 2025

Mike Howard
Finance Director
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Email: mhoward@mytreasureisland.org

Re: Proposal Submission – RFP No. 25-011 Disaster Financial Recovery Consultant Services

Dear Mr. Howard,

The City of Treasure Island has recently faced the daunting aftermath of several major disasters – including Hurricanes Debby, Helene, and Milton in 2024 – underscoring the urgent need for expert guidance in navigating complex recovery funding. Berquist Recovery Consulting, LLC (BRC) is pleased to submit our proposal to serve as the City's Disaster Financial Recovery Consultant. BRC is a specialized firm focused on maximizing post-disaster funding from all available sources, with particular expertise in FEMA Public Assistance (PA) and HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) programs. We understand the critical importance of expediting financial recovery while ensuring full compliance with federal and state requirements.

Why Choose BRC: We believe the City should select our team because we bring an unparalleled combination of experience, proven success, and dedicated service. Since 2012, BRC has worked alongside dozens of communities before, during, and after disasters to secure the funding they need without the frustration. Our consultants have helped recover billions of dollars in FEMA funding – including leading efforts that secured over $2.5 billion for a single county after Hurricane Katrina and over $5 billion nationwide during the COVID-19 pandemic. We have intimate knowledge of federal recovery programs such as FEMA PA, CDBG-DR, Hazard Mitigation (404 and 406), and Economic Development Administration (EDA) grants. In Florida specifically, BRC has successfully represented local governments and special districts in obtaining disaster aid after hurricanes and floods. We are proud to have recently assisted communities in southwest Florida with recovery from events like Hurricane Ian (2022) and other major storms, achieving full reimbursement for eligible costs and funding critical mitigation projects. This track record of delivering maximum recovery outcomes, combined with our strict adherence to compliance, positions us as the ideal partner for Treasure Island's recovery needs.

Dedicated Team: Our hand-selected team for Treasure Island is highly qualified and strategically positioned to support the City. Jonathan Berquist, Founder and President of BRC, will serve as the Project Executive and primary point of contact for this engagement. Jon is a former FEMA project manager and has also worked with the Florida Division of Emergency Management, bringing deep firsthand knowledge of federal and state recovery processes. He will be supported by Robert Berquist, P.E., and Timothy Donnelly as Senior FEMA Public Assistance Advisors. Robert and Tim are seasoned disaster

recovery subject matter experts who have between them developed hundreds of FEMA project worksheets and overseen numerous large-scale recovery projects across the country. This core team will be available to the City at all times, backed by BRC's additional grant specialists and support staff as needed. Together, we commit to providing Treasure Island with responsive, professional service and expert guidance through every step of the recovery process.

We appreciate the opportunity to be considered for this vital role. ***BRC is ready to partner with the City of Treasure Island to expedite recovery, maximize funding, and ensure full compliance*** with all applicable regulations. Should you have any questions or require further information, please do not hesitate to contact me at (518) 229-4367 or via email at jberquist@berquistrecoveryconsulting.com. We look forward to the possibility of serving your community and making a lasting positive impact on its recovery.

Sincerely,

Jon Berquist

Jon Berquist

Project Executive
Berquist Recovery Consulting



TAB 3 **SECTION 3: REQUIRED FORMS**

REQUIRED FORMS

All required forms (RFP Sections 1–7) have been completed, signed, and are included herein as **Tab 3** of our proposal, per the RFP instructions. These forms include all certifications and acknowledgments necessary to meet the solicitation requirements. BRC understands and agrees to all terms and conditions outlined in the RFP, and we have provided the executed documents accordingly.

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSALS No. 25-011

Disaster Financial Recovery Consultant Services

ISSUED – Wednesday, April 23, 2025

RESPONSES DUE - Friday, May 23, 2025 (2:00 PM)

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

IV. GENERAL INSTRUCTIONS

Bid Format
All bids must be typewritten. Legibility, clarity, and completeness are essential. The bid must be signed individual(s) legally authorized to bind the Contractor.

Submission Procedures – Mailed/Delivered (Option 1) **OR** via DemandStar (Option 2)

Option 1
One original version of all bid documents with signature(s) and one (1) digital (PDF) version of the original are to be submitted in a sealed envelope to:

City of Treasure Island
Mike Howard, Financial Director
10451 Gulf Boulevard
Treasure Island, Florida 33706

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

THE CITY OF TREASURE ISLAND, FLORIDA
Disaster Financial Recovery Consultant Services

RFP No. 25 - 011

Name of Company/Firm: Berquist Recovery Consulting, LLC

Point of Contact: Jon Berquist - President

Option 2
Bidders may also submit all required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option being made available to all bidders. Bidders much either **submit everything via Option 1 OR Option 2**. Bids submitted using both options risks being deemed non-compliant.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Mike Howard, Interim Financial Director, by email at mhoward@mytreasureisland.org. Questions and request for additional information must be submitted by email by the date indicated. Only written interpretations or answers made to any bidder as to the meaning or specifications of the scope of this RFP will be binding. It is the further responsibility of each Bidder to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the RFP submission.

I. REQUIRED FORMS

SECTION 1 – PROPOSAL SHEET

SUBMITTED BY:

Official Name of Firm: Berquist Recovery Consulting, LLC

Address: 15050 Elderberry Ln.

Fort Myers, FL 33907

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: **RFP No.25-011 Disaster Financial Recovery Consultant Services**

RESPONDENTS CONTACT INFORMATION:

Contact Person: Jonathan Berquist

Title: President

Phone: (518) 229-4367

Email: jberquist@berquistrecoveryconsulting.com

AFFILIATED COMPANIES:

Name:

Address:

TYPE OF ORGANIZATION *(select one)*:

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers

-Chief Executive Officer: _____

-President: _____

-Vice President(s): _____

_____

-Treasurer: _____

-Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: South Carolina

Date of Organization: September 2016

Members: Jonathan Berquist

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

RESPONDENTS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

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

Primary type of work your company performs: Disaster Recovery Consulting & Grants Management

Number of people permanently employed: 7

Is this organization an equal employment opportunity employer? Yes

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?

☑ YES ☐ NO *If yes, include Attachment in this Section*

RESPONDENTS 3 REFERENCE PROJECTS *(highlighting projects within last 8 years)*

Company Name: Gaparilla Island Water Association

Address: 1700 E. Railroad Ave. Boca Grande, FL 33921

Telephone Number: (941) 964-2423

Contact Person: Ron Bolton - Executive Director

General Scope: FEMA PA Recovery and Grants Management

Company Name: Florida State Fair Authority

Address: 4800 US-301 Tampa, FL 33610

Telephone Number: (813) 627-4219

Contact Person: John Prestianni

General Scope: FEMA PA Assistance and Hazard Mitigation Services

Company Name: Port of the Islands Community Improvement District

Address: 5672 Strand Ct. #1 Naples, FL 34110

Telephone Number: (239) 592-9115

Contact Person: Dan Truckey - Chair

General Scope: FEMA PA Assistance and Hazard Mitigation Services

1. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise (DBE): _____

Minority Business Enterprise (MBE): _____

Woman Owned Enterprise (WBE): _____

Small Business Enterprise (SBE): _____

Other (_____): _____

Has firm listed in Section 1 ever failed to complete a contract awarded to it? ☐ YES ☑ NO

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

☐ YES ☑ NO

If YES to either of the two (2) questions above, list below or as an attachment and state why. Include each project's contact information

_____

_____

COMPANY Berquist Recovery Consulting, LLC

The undersigned, as respondent, does declare that no other persons other than the respondent has any interest in this submission or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one submission received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any respondent, has interest in more than one submission for the same work will cause the rejection of all submissions that the respondent is interested in. If there are reasonable grounds for believing collusion exists among respondents, the proposals of such respondents will not be considered.

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

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

Berquist Recovery Consulting, LLC

COMPANY NAME

Christopher K. Wood — NAME (PRINT)

Project Manager — TITLE

SIGNATURE

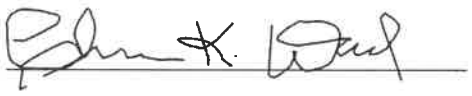
5/23/205 — DATE

SECTION 2 - DRUG-FREE WORKPLACE CERTIFICATE

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

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

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



Signature

5/23/25

Date

Christopher K. Wood

Printed Name

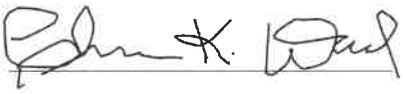
Project Manager

Title

SECTION 3 - ADDENDA ACKNOWLEDGEMENT FORM

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

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

	Signature	**Date**
Addendum No. 1		5/12/25
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

SECTION 4 - PUBLIC ENTITY CRIMES STATEMENT

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

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

1. This sworn statement is submitted to City of Treasure Island, FL
(Print name of the public entity)

by Christopher K. Wood
(Print individual's name and title)

for Berquist Recovery Consulting, LLC
(Print name of entity submitting sworn statement)

whose business address is 15050 Elderberry Ln. Fort Myers, FL 33907

and (if applicable its Federal Employer Identification Number) is 82-0655039

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:).

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

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

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

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

☑ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(Signature)

Sworn to and subscribed before me by means of (select one:) [ ] physical presence or [ ] online notarization, this 23rd day of May, 2025, by Christopher K. Wood, who is [select one:]

[ ] personally known to me **–or–** [✓] has produced a driver's license as identification.

Personally known _____

OR Produced Identification SCDL

_____

(Type of identification)

_____

Notary Public – State of SC

My Commission Expires 1-6-31

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

ZACH HORNSBY NOTARY PUBLIC SOUTH CAROLINA My Commission Expires January 6, 2031

SECTION 5 – TRUTH IN NEGOTIATIONS CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the RFP, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Christopher K. Wood
Name of Consultant

Signature: _____ Date: 5/23/25

STATE OF SC

COUNTY OF Kershaw

The foregoing instrument _____ was acknowledged before me by means of (select one:) [ ] physical presence or [ ] online notarization, this 23 day of May 2025 Christopher K. Wood (name of the person whose name is being notarized) as the Project Manager (title) of Berquist Recovery Consulting, LLC (name of corporation/entity), personally known to me as described herein or produced a SCDL (type of identification) as identification, and who (did I did not) take an oath.

ZACH HORNSBY NOTARY PUBLIC My Commission Expires January 6, 2031 SOUTH CAROLINA

_____

Printed Name of Notary Public Zach Hornsby

My Commission Expires: 1-6-31

NOTARY SEAL ABOVE

SECTION 6 – ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.
The undersigned, on behalf of Berquist Recovery Consulting, LLC ("Contractor"), hereby attests as follows:

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

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

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

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

Authorized Signature: _____ Date: 5/23/25

Printed Name: Christopher K Wood Title: Project Manager

STATE OF SC

COUNTY OF Kershaw

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23 day of May, 2025, by Christopher Wood, as Project Manager on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced SCDL as identification.

_____

Signature of Notary Public

Zach Hornsby

Name of Notary Typed, Printed or Stamped

My Commission Expires: 1-6-31

ZACH HORNSBY NOTARY PUBLIC SOUTH CAROLINA My Commission Expires January 6, 2031

40. **Foreign Country of Concern Disclosure Certification.**

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

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

☑ NONE

OR

☐ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

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

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

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

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

Signature: _____ Date: 5/23/25

Printed Name: Christopher K. Wood

APPENDIX B – CONTRACT

AGREEMENT FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

THIS AGREEMENT FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES ("**Agreement**"), by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 10451 Gulf Blvd., Treasure Island, FL 33706 (the "**City**") Berquist Recovery Consulting, LLC, a Consultant with a principal address of 15050 Elderberry Ln. Fort Myers, FL 33907 (the "**Contractor**")(collectively, the "**Parties**"), is made and entered into on the ____ day of _____, 2025 (the "**Effective Date**").

WHEREAS, the City Commission of the City has determined that there exists the need for disaster financial recovery consultant services within the City (the "**Services**"); and

WHEREAS, the City issued RFP No. 25-011 (**Exhibit A**), which is attached to and incorporated in this Agreement by reference, to procure a contractor to provide for such Services; and

WHEREAS, Contractor submitted a proposal (**Exhibit B**), which is attached to and incorporated in this Agreement by reference, and was the successful bidder to the City's RFP No. 25-011; and

WHEREAS, the Parties desire to enter into this Agreement for Contractor to provide the Services to the City.

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

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

2. **Scope of Services**. The Parties agree that the Contractor will provide the Services as outlined in Exhibit A and Exhibit B.

3. **Term**. The term of this Agreement shall become effective on the Effective Date and shall continue until the Services have been complete or this Agreement is terminated.

4. **Payment and Fees**.

    a. The Contractor shall provide the Services described in this Agreement at the costs and rates outlined in Exhibit B.

TAB 4 **SECTION 4: STAFF QUALIFICATIONS AND EXPERIENCE**

QUALIFICATIONS AND EXPERIENCE OF PERSONNEL

Berquist Recovery Consulting, LLC (BRC) fully meets and exceeds the City of Treasure Island's minimum qualifications outlined in RFP No. 25-011. Our firm maintains active SAM.gov registration without exclusions, affirming our eligibility for federally funded projects. With over 500 disaster recovery initiatives successfully managed and more than $1 billion secured in FEMA, HUD CDBG-DR, HMGP, and related federal and state recovery funds, BRC is uniquely positioned to deliver comprehensive, compliant, and efficient disaster recovery services.

Federal Funding & Compliance Expertise

BRC's specialized team possesses deep, practical knowledge of federal disaster recovery regulations including the Stafford Disaster Relief and Emergency Assistance Act, HUD CDBG-DR (42 U.S.C. § 5301 et seq., 24 CFR Part 570), 2 CFR Part 200 procurement standards, FEMA regulations under 44 CFR, and the Sandy Recovery Improvement Act (SRIA) of 2013. Our consultants remain current on all FEMA policy shifts, alternative Public Assistance procedures, and Florida-specific reimbursement processes managed by the Florida Division of Emergency Management (FDEM). Our familiarity with Pinellas County's unique operational and regulatory environment further enables us to deliver integrated, compliant, and financially optimized recovery strategies for Treasure Island.

Project Leadership & Key Personnel

Jonathan Berquist, MBA – Project Executive & Primary Contact Jonathan Berquist, Founder and President of BRC, brings more than 18 years of experience managing FEMA disaster recovery operations totaling over $1 billion. A former FEMA Project Manager and Florida Division of Emergency Management consultant, Jon has led numerous complex recoveries nationwide. His extensive knowledge of Florida-specific regulations ensures strategic oversight and precise compliance, optimizing Treasure Island's federal and state reimbursements. Jon holds an MBA from the University of Florida and excels at aligning policy intricacies with actionable project execution.

Eric Zabukovec – Project Manager & Senior Public Assistance Advisor Eric Zabukovec offers more than 15 years of experience in FEMA-funded recovery operations across Florida, managing complex projects exceeding $300 million. His expertise in FEMA eligibility, compliance standards, and the enforcement intricacies of FEMA's 50% rule directly addresses the City's administrative and regulatory complexities. Eric's oversight ensures streamlined coordination with FEMA and state agencies, maximizing timely reimbursements and reducing operational burdens.

Michael Notar – Deputy Project Manager & Debris Management Expert Michael Notar provides over a decade of specialized experience in FEMA-compliant debris management, particularly notable in post-Hurricane Ian operations in Lee County. His mastery of SRIA alternative debris removal procedures expedites compliance and reimbursement processes. Michael's meticulous documentation, rigorous cost justification practices, and strong liaison capabilities with federal and state agencies significantly accelerate Treasure Island's debris clearance and financial recovery, ensuring comprehensive adherence to regulatory requirements.

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

1.10 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

(1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

RFP # 25-011 CITY OF TREASURE ISLAND

Melinda Velez – Grants Management & Compliance Specialist Melinda Velez is an accomplished grants compliance specialist with extensive FEMA and HUD CDBG-DR experience nationwide, adept at ensuring stringent compliance with 2 CFR 200 procurement standards, Stafford Act requirements, and meticulous financial reconciliations. Melinda's expertise in complex financial documentation, payroll compliance, and audit preparations significantly alleviates administrative challenges, expediting reimbursement processes for Treasure Island.

Robert Berquist, P.E. – Senior Disaster Recovery Advisor Robert Berquist, a licensed Professional Engineer with over 30 years in disaster recovery consulting, has developed more than 500 FEMA Project Worksheets across all categories of work. His engineering proficiency ensures accurate damage assessments and cost estimations aligned with FEMA methodologies, significantly optimizing reimbursements and preventing costly deobligations. Robert's mentorship and technical guidance enhance City staff capabilities, ensuring comprehensive project compliance and financial integrity.

Timothy Donnelly – Senior FEMA Subject Matter Expert Timothy Donnelly brings over 50 years of FEMA Public Assistance experience, having authored more than 1,500 project worksheets across all FEMA PA categories. Tim's extensive knowledge of Stafford Act regulations, duplication-of-benefits guidelines, and audit defense strategies safeguards Treasure Island's reimbursements. His meticulous approach ensures documentation completeness, timely report submissions, and proactive issue resolution, directly contributing to robust and compliant recovery operations.

Jeff Abraham, MBA, CCRP – Senior Project Advisor Jeff Abraham previously served as Deputy Program Director for New York State's $236 million HUD CDBG-DR Sandy recovery initiative. His profound understanding of federal regulatory frameworks, including FEMA PA, HUD CDBG-DR, and procurement standards under 2 CFR 200, provides critical oversight for strategic financial management and compliance. Jeff's proficiency in IT-driven grant management systems like GrantCity Gateway accelerates documentation processes, reducing administrative complexities and accelerating reimbursement cycles.

Steve Kirk – Senior CDBG-DR & HUD Expert Steve Kirk's 40-year career encompasses extensive HUD CDBG and CDBG-DR program leadership. As an executive-level advisor and SME for New York State's Hurricane Sandy recovery, Steve ensures Treasure Island effectively leverages HUD resources, navigates duplication-of-benefits complexities, and implements sustainable recovery solutions. His strategic guidance maximizes federal funding while ensuring regulatory compliance and economic revitalization.

Patrick Geelan, PMP, EIT – Senior Construction & Engineering Specialist Patrick Geelan offers extensive senior-level expertise from New York State's CDBG-DR-funded infrastructure recoveries post-Hurricane Sandy. His skills in federal procurement compliance, infrastructure rehabilitation, hazard mitigation, and environmental compliance directly mitigate project delays and procurement challenges. Patrick ensures rigorous adherence to regulatory standards, accelerating project timelines and reimbursement eligibility for Treasure Island.

Amit Mahadevia, P.E. – Hazard Mitigation & Environmental Specialist Amit Mahadevia provides 17 years of experience in hazard mitigation, climate resiliency planning, and environmental compliance, significantly reducing Treasure Island's long-term disaster vulnerabilities. His strategic mitigation planning

meets rigorous FEMA, HUD, and state regulatory standards, enhancing the City's infrastructure resilience and sustainability.

Chris Wood – Debris Field Operations Specialist Chris Wood excels in FEMA-compliant debris logistics management, documentation, and field oversight. His hands-on experience ensures rapid debris clearance and robust documentation, crucial for expediting cost recovery and compliance with FEMA guidelines. Chris's practical, field-oriented approach quickly restores critical infrastructure, minimizing operational disruptions for Treasure Island.

Supporting Staff and Capabilities

In addition to the senior personnel above, BRC will deploy experienced disaster recovery specialists, certified grants managers, financial analysts, GIS experts, and technical staff to address every aspect of the City's recovery requirements. Our staff maintain relevant industry certifications including:

- FEMA Independent Study Certifications (ICS 100-800)
- Project Management Professional (PMP), Program Management Professional (PgMP)
- Certified Public Accountant (CPA), Certified Emergency Manager (CEM)
- Certified Compliance and Regulatory Professional (CCRP)
- Professional Engineer (P.E.), Engineer in Training (EIT)
- OSHA 10/30/40 Certification
- American Institute of Certified Planners (AICP)

Certification copies are available upon request.

Strategic Subconsultant Commitment – GrantCity Consulting, LLC (GCC)

BRC has partnered strategically with GCC, enhancing our capacity to deliver comprehensive recovery services, from FEMA PA consulting and HUD compliance to hazard mitigation planning and long-term resilience building. GCC's diverse workforce includes veterans, law enforcement, and other disciplined professionals with deep practical experience in disaster recovery programs. Their disciplined approach will expedite Treasure Island's recovery processes through meticulous documentation, rigorous financial controls, compliance monitoring, project closeouts, and staff training, ensuring sustained capacity and regulatory excellence.

Proven Track Record & Client References

BRC's successful execution of similar projects—such as the Florida State Fair Authority (Hurricane Milton), Gasparilla Island Water Association (Hurricanes Ian, Helene, Milton), and Port of the Islands Community Development District (Hurricane Ian)—confirms our ability to manage complex recoveries effectively. Detailed references validating our capabilities and successes are available in the proposal's appendix.

Firm Capacity, Scalability, and Commitment

BRC maintains extensive staffing resources and operational flexibility, ensuring immediate mobilization and sustained support for Treasure Island. Our robust internal QA/QC protocols guarantee superior

deliverables, while our technology-driven GrantCity Gateway™ system ensures audit readiness and regulatory compliance. This infrastructure allows us to adapt rapidly to evolving project demands and scale resources seamlessly.

Conclusion

By selecting Berquist Recovery Consulting, the City of Treasure Island ensures a committed, expert partner uniquely qualified to achieve comprehensive disaster recovery outcomes—maximizing financial reimbursements, maintaining meticulous compliance, streamlining administrative processes, and securing long-term resilience. Our proven record of success, experienced multidisciplinary team, and strategic alignment with Treasure Island's objectives position us as the optimal choice for reliable, efficient, and sustainable recovery.

TAB 5 **SECTION 5: FIRM EXPERIENCE**

Firm Overview & Disaster Recovery Experience

Berquist Recovery Consulting (BRC) is a dedicated disaster recovery consulting firm with over 30 years of combined experience helping communities recover from emergencies. Our team specializes in managing all major federal disaster funding programs – including FEMA Public Assistance (PA) for emergency and permanent work, FEMA Hazard Mitigation Grant Program (HMGP) projects, HUD Community Development Block Grant–Disaster Recovery (CDBG-DR) grants, and U.S. Economic Development Administration (EDA) disaster grants. BRC has successfully overseen hundreds of recovery projects nationwide (in over 20 states and territories), securing and administering **hundreds of millions of dollars** in federal funding for our clients. We have guided cities, counties, utilities, and special districts through every phase of disaster financial recovery – from initial damage assessments and grant applications through project obligation, closeout, and audit. This depth of programmatic expertise ensures that we can maximize every available recovery dollar for the City of Treasure Island while efficiently navigating complex federal requirements.

BRC's experience is particularly strong in Florida, with a focus on coastal and barrier island municipalities that face the brunt of hurricanes. Our team has **extensive Florida disaster recovery experience**, including direct support to communities hit by Hurricanes **Irma (2017)**, **Elsa (2021)**, **Ian (2022)**, **Helene (2024)**, and **Milton (2024)**. We understand the unique challenges of Florida's Gulf Coast – from storm surge impacts and sand debris removal to navigating state-level programs and insurance intricacies for beachfront infrastructure. For example, in the aftermath of **Hurricane Ian**, BRC deployed to assist multiple Southwest Florida jurisdictions (such as barrier island communities in Lee and Collier counties) in restoring critical services and securing full FEMA reimbursement for emergency response and infrastructure repairs. Similarly, following the back-to-back **Hurricanes Helene and Milton** in late 2024, BRC has been on the ground supporting Pinellas County-area barrier island towns, helping them navigate FEMA's Public Assistance process under tight timelines. We bring first-hand local knowledge of Florida's emergency management systems and have a proven track record of expediting recovery in coastal communities. BRC's Florida clients have benefited from our ability to quickly assemble accurate project documentation for storm damages, resulting in faster obligations and relief to hard-hit areas. Our familiarity with Florida Division of Emergency Management procedures, coupled with our local presence during recovery operations, means Treasure Island will have a consultant who knows the regional context and can hit the ground running.

Past Performance & Results

BRC's past performance in disaster financial recovery is evidenced by multiple successful Florida projects in recent years. We pride ourselves on delivering tangible results for our clients. Key examples of our experience include:

- **Gasparilla Island Water Association (Boca Grande, FL) – Hurricane Ian (2022):** After Category 5 Hurricane Ian devastated this barrier island's water and wastewater infrastructure, BRC guided

the nonprofit utility through the FEMA PA process from start to finish. Our team helped document extensive damages to the wastewater treatment plant and pumping stations and prepared detailed Project Worksheets for emergency work (debris removal and emergency protective measures) and permanent repairs. As a result, **100% of eligible costs were obligated** under FEMA PA, allowing Gasparilla Island's water services to be restored quickly without financial shortfalls. BRC's management secured **millions of dollars** in reimbursement for the association, and we coordinated closely with state officials to integrate HMGP funding for improved flood resilience in the rebuilt facilities. *(Client reference: Gasparilla Island Water Association – see contact at end)*

- **Boca Grande Fire Department (Lee County, FL) – Hurricanes Helene & Milton (2024):** BRC provided comprehensive disaster recovery support to the Boca Grande Fire Control District in the wake of two major storms in 2024. Hurricane Helene and Hurricane Milton caused widespread damage on Gasparilla Island, straining the Fire Department with emergency response demands and facility impacts. BRC immediately assisted with FEMA Category B Emergency Protective Measures reimbursement, capturing all labor, equipment, and mutual aid costs incurred during storm response. We also managed the claims for facility repairs (Category E) after the fire station suffered roof and structural damage. Through meticulous documentation and proactive engagement with FEMA, **the Fire Department obtained full reimbursement for all eligible expenses,** totaling over $1.2 million across both events. Our team's hands-on approach enabled the fire station to rebuild and resume full operations quickly, and all project documentation was prepared to audit-ready standards. *(Client reference: Boca Grande Fire Department – see contact at end)*

- **Port of the Islands Community Improvement District (Collier County, FL) – Hurricane Ian (2022):** This coastal community's special district faced severe financial challenges after Hurricane Ian flooded its water and sewer utility systems. BRC was engaged to manage the disaster recovery funding process on the CID's behalf. We worked closely with the District Manager and Board to develop a recovery strategy integrating multiple funding sources. BRC's experts prepared and submitted FEMA PA projects for emergency pumping operations, network repairs, and equipment replacement, while also coordinating with the state for any insurance and mitigation considerations. We leveraged our technical grant management tools to track costs in real-time and uploaded all supporting documentation into FEMA's Grants Portal without delay. The outcome was a **successful FEMA obligation of approximately $3.5 million** to the Port of the Islands CID, covering the bulk of their recovery costs and sparing local taxpayers from bearing the burden. Moreover, BRC identified an opportunity to pursue an HMGP grant for elevating vulnerable pump stations, which the District is now undertaking to reduce future flood risk. *(Client reference: Port of the Islands CID – see contact at end)*

Each of these projects demonstrates BRC's ability to deliver results under pressure. We have consistently met or exceeded our clients' recovery goals: accelerating reimbursement timelines, maximizing funding received, and ensuring projects are closed out with **zero compliance issues**. Our past performance showcases the full spectrum of services we offer – from initial damage assessment and grant writing to

grant administration, insurance integration, and final audit support – all tailored to the specific needs of Florida coastal communities.

Audit-Ready Compliance & Documentation

BRC is committed to the highest standards of compliance and audit readiness in disaster grant management. We understand that successful recovery is not just about securing funding, but also about retaining it through proper documentation and adherence to federal regulations. Our team's knowledge of federal grant rules is extensive and up-to-date: we ensure every project complies with 2 CFR Part 200 (Uniform Guidance) cost principles and procurement standards, 44 CFR emergency management regulations, and all provisions of the Sandy Recovery Improvement Act (SRIA) and the Stafford Act. From day one of any engagement, BRC implements a rigorous documentation strategy. We utilize an integrated digital documentation system – the GrantCity Gateway platform – to organize and back up every piece of project information. This secure portal (developed with our technology partner) allows for real-time tracking of expenses, contracts, photographs, and correspondence for each damage site or work project. It serves as a single source of truth for the City's disaster recovery records. By having all data centrally stored and indexed, we can readily produce any documentation requested by auditors or funding agencies, even years later. BRC also performs regular internal compliance reviews, checking that all timekeeping, force account labor records, procurement files, and invoices meet FEMA and Inspector General standards. We have successfully guided clients through FEMA final audits and Office of Inspector General (OIG) reviews without deobligations. Our familiarity with audit procedures means we anticipate and resolve potential red flags in advance – for instance, verifying that all contracts are procured with the required federal language and cost reasonableness, or that labor overtime policies are documented per 2 CFR 200. Audit-readiness is built into our process, not treated as an afterthought. By partnering with BRC, Treasure Island can be confident that every dollar received is fully supported and defensible to any scrutiny. We will keep the City's recovery "audit-proof" and in strict compliance from start to finish.

Unique Qualifications & Local Expertise

BRC offers Treasure Island a combination of local familiarity, specialized expertise, and dedicated service that is unmatched. Our Florida-focused experience means we already understand the regional risks and regulatory environment – we know the Pinellas County area, the nature of barrier island infrastructure, and the state-level recovery programs that can complement FEMA funding. This local knowledge enables us to tailor our approach specifically to Treasure Island's circumstances (e.g. navigating beach renourishment funding or tourism tax considerations post-disaster). Equally important, our firm's deep fluency in federal funding programs ensures no opportunity is missed for the City. We stay current on all FEMA policy updates, disaster supplemental appropriations, and new grant programs (such as BRIC and resilience funding) that could benefit Treasure Island's recovery and mitigation goals. BRC's team includes seasoned professionals who have worked on some of the nation's largest disaster recoveries – including former FEMA Public Assistance coordinators, hazard mitigation specialists, and certified emergency managers. This seasoned staff will be directly assigned to the City's project. Unlike larger firms, we offer a hands-on approach: the experts who write our proposals are the same professionals who will work side-by-side with City staff and guide them through every step of the recovery process.

We also provide continuity – a single integrated team managing all facets of recovery (grants, insurance, engineering liaison, and financial reporting) – which streamlines communication and accountability. Our firm's nimble size and focused mission mean Treasure Island will be a top priority client, receiving prompt attention and customized solutions. Furthermore, BRC's partnership with GrantCity Consulting (our technology and grants management affiliate) adds another layer of strength, giving the City access to advanced grants management software and additional surge capacity if needed. In summary, BRC is uniquely qualified to serve as Treasure Island's Disaster Financial Recovery Consultant because we offer the best of both worlds: the depth and breadth of expertise to handle any funding source or compliance challenge, and the close-knit, responsive service of a firm that treats our clients like family. We are ready to leverage our proven recovery strategies, local Florida experience, and expert team to ensure the City of Treasure Island emerges from disaster financially whole and more resilient.

Client References (Florida Disaster Recovery Projects Within the Past 8 Years)

- **Gasparilla Island Water Association (Boca Grande, FL)** – Ronald Bolton, Executive Director – (941) 964-2423
- **Boca Grande Fire Department (Gasparilla Island, FL)** – Chief C.W. Blosser – (941) 964-2908 – admin@bocagrandefire.com
- **Port of the Islands Community Improvement District (Collier County, FL)** – W. Neil Dorrill, District Manager – (239) 592-9115 – neil@dmgfl.com

DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

RFP # 25-011 CITY OF TREASURE ISLAND

TAB 6 **SECTION 6: FEES**

In response to RFP No. 25-011 for Disaster Financial Recovery Consultant Services, we are pleased to provide the following list of hourly rates for all services described in the solicitation. These rates are based on the qualifications, experience, and scope of work of each team member from Berquist Recovery Consulting, LLC (BRC). The rates apply uniformly to both in-person and remote services, as there is no distinction in our pricing structure.

Hourly Rates and Personnel Details

The table below outlines the staff members, their titles, the scope of work they will perform, and their respective hourly rates. These rates have been carefully assigned to reflect each individual's expertise and role in delivering the required services while ensuring the blended rate meets the specified $135.00 per hour.

STAFF	TITLE	RESPONSIBILITIES	HOURLY RATE
Jonathan Berquist, MBA	Project Executive & Primary Contact	Strategic oversight, compliance, maximizing reimbursements	$170
Eric Zabukovec	Project Manager & Senior Public Assistance Advisor	Managing complex projects, coordination with FEMA and state agencies	$130
Michael Notar	Deputy Project Manager & Debris Management Expert	Debris management, documentation, cost justification	$110
Melinda Velez	Grants Management & Compliance Specialist	Grants compliance, financial documentation, audit preparations	$110
Robert Berquist, P.E.	Senior Disaster Recovery Advisor	Damage assessments, cost estimations, technical guidance	$155
Timothy Donnelly	Senior FEMA Subject Matter Expert	FEMA PA expertise, documentation, audit defense	$170
Jeff Abraham, MBA, CCRP	Senior Project Advisor	Financial management, compliance, IT-driven grant management	$140
Steve Kirk	Senior CDBG-DR & HUD Expert	HUD program leadership, strategic guidance	$145
Patrick Geelan, PMP, EIT	Senior Construction & Engineering Specialist	Infrastructure rehabilitation, procurement compliance	$130
Amit Mahadevia, P.E.	Hazard Mitigation & Environmental Specialist	Hazard mitigation planning, environmental compliance	$130
Chris Wood	Debris Field Operations Specialist	Debris logistics, field oversight	$95

Blended Rate Confirmation

As required by the RFP, the blended rate is calculated as the simple average of all hourly rates provided. The sum of the hourly rates for the 11 staff members is $1,485, and the blended rate is: $135.00 per hour, meeting the specified requirement.

Total Cost Estimate

For evaluation purposes, assuming a total cost of $150,000 USD, the estimated hours required would be approximately 1,111.11 hours ((150,000 \div 135)). This is an illustrative figure, as actual hours and costs will depend on the City's specific needs. Services will be provided on an as-needed basis to support disaster recovery efforts throughout the contract term, with the proposed rates remaining fixed to offer flexibility in staffing and hours as required.

This cost proposal ensures full compliance with the RFP's requirements under "Tab 6 – Fees," providing a transparent and comprehensive cost structure for the City's evaluation.

TAB 7 SECTION 7: FIRM CAPACITY

FIRM CAPACITY

BRC confirms that it currently has all necessary personnel on payroll to perform the full scope of work outlined in RFP No. 25-011. Our firm's team of disaster recovery professionals includes experts in grants management, finance, engineering, construction, and regulatory compliance – all the skill sets required to support the City's needs. We do not anticipate the need to hire new employees for this project; instead, we will leverage our existing highly qualified staff. In the event of an extraordinary surge in workload, BRC can readily augment capacity by reallocating internal resources or tapping into our pre-vetted network of adjunct recovery specialists. This approach ensures that even under increased demand, we can maintain high performance standards without compromising quality or timelines.

Our staffing model is designed for both efficiency and flexibility. Each client engagement, including the City of Treasure Island's project, is led by a dedicated Project Manager who coordinates a cross-functional team of specialists. This team will comprise personnel experienced in FEMA Public Assistance, grant administration, accounting/audit support, and project monitoring. By assigning a focused team to Treasure Island, we ensure that all aspects of the recovery process – from damage assessments and documentation to grant reimbursement and compliance reporting – are handled by staff whose primary responsibility is the City's program. If needed, BRC's surge capacity allows us to swiftly scale up this team by bringing in additional in-house experts or trusted partners. Every member assigned will be fully briefed on Treasure Island's recovery objectives and procedures, allowing us to seamlessly integrate with the City's operations.

BRC will maintain a strong on-the-ground presence in Treasure Island. We will position key management resources locally by assigning an on-site Project Manager and supporting staff to the region. This dedicated Project Manager will be readily available for face-to-face meetings at City offices and can mobilize to Treasure Island at a moment's notice whenever urgent needs arise. In fact, in the event of a disaster activation, BRC can deploy team members to the City within 24 hours to assist with emergency coordination, damage evaluation, and initial grant strategy. By being physically present during critical times and maintaining regular in-person interaction, we ensure clear communication and real-time responsiveness. Throughout the engagement, our team will work side by side with City officials and stakeholders, providing consistent support and leadership on location.

BRC is fully capable of managing the Treasure Island project while simultaneously handling other client engagements – with no risk of overextension. We have a proven track record of successfully executing multiple recovery projects in parallel, without sacrificing compliance or performance quality. Each of our current assignments is staffed with its own dedicated team, which means the personnel serving Treasure Island will not be diverted to other projects. For example, if BRC is assisting another community's hurricane recovery at the same time, that effort is managed by a separate team so that there is no overlap in key staff. This structured approach has enabled us to meet every deadline and fulfill every obligation across concurrent projects. We pride ourselves on meticulous project management and workload balancing, which is evidenced by our history of zero missed deliverables and consistent

positive audit outcomes even while managing several engagements at once. The City of Treasure Island can be confident that our team will remain focused on its recovery program and maintain the highest quality of service throughout the contract term.

In addition to our human resources, BRC brings substantial infrastructure and organizational strength to support this project. We utilize robust project management and grant tracking software to monitor progress, documentation, and funding in real time – a system that can be shared with City officials for transparency and up-to-date status reporting. Our consultants are equipped with remote collaboration tools and secure cloud-based file systems, enabling the wider BRC team to support on-site staff instantly and efficiently. Furthermore, BRC invests in continuous training and readiness exercises for our personnel, ensuring that everyone on the team is current on FEMA policies, State of Florida recovery procedures, and best practices in disaster grant management. We also maintain strategic partnerships with specialized firms (such as engineering consultants and accounting auditors) that we can engage immediately for any ancillary needs, reinforcing our ability to handle all aspects of the recovery process. These strengths – experienced people, scalable teams, advanced tools, and established support networks – underscore BRC's readiness and capacity to fully execute the work for Treasure Island from day one. We have the resources, systems, and commitment in place to mobilize rapidly, sustain long-term operations in the region, and deliver superior project management on the ground.

TAB 8 — **CERTIFIED SMALL AND MINORITY BUSINESS, WOMEN BUSINESS ENTERPRISE**

TAB 8 – CERTIFIED SMALL AND MINORITY BUSINESS, WOMEN BUSINESS ENTERPRISE

BRC is not currently certified as a small business, minority-owned business, or women-owned business enterprise. We are a privately held consulting firm and do not hold any of these formal designations at this time.

However, BRC strongly embraces diversity and inclusion in our operations and partnerships. Our workforce is composed of professionals from diverse backgrounds, and we frequently collaborate with firms that reflect our commitment to equity. For example, we have a strategic teaming arrangement with GrantCity Consulting, a specialized disaster recovery firm, to broaden the expertise and perspectives available to our clients. Through such collaborations, BRC ensures that even without an official M/WBE certification, our project delivery benefits from inclusive practices and varied viewpoints. In short, while we do not qualify as a certified small or minority-owned business ourselves, we remain dedicated to supporting diversity in our team composition and in the partners we work with, aligning with the spirit of the City's equity and inclusion goals.

TAB 9 **SECTION 9: APPENDIX**

APPENDIX A: RESUMES OF PROPOSED PROJECT STAFF

Below are the resumes for the key personnel assigned to the City of Treasure Island's Disaster Financial Recovery Consultant Services, formatted consistently for clarity and ease of review. Each resume includes sections for **Professional Summary**, **Relevant Experience**, **Key Skills**, and **Certifications & Education**, detailing their qualifications, experience, and expertise relevant to the required services. Our team brings extensive knowledge and expertise in FEMA Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Community Development Block Grant Disaster Recovery (CDBG-DR), compliance with 44 CFR, 2 CFR 200, and the Sandy Recovery Improvement Act (SRIA) of 2013.

ERIC ZABUKOVEC – PROJECT MANAGER & SENIOR PUBLIC ASSISTANCE ADVISOR

PROFESSIONAL SUMMARY

Eric Zabukovec is a seasoned emergency management professional with over 15 years of expertise in disaster recovery, FEMA Public Assistance (PA), and hazard mitigation programs. He excels in advising on recovery activities, developing strategies to maximize reimbursements, and managing the full lifecycle of recovery efforts—from damage assessments to grant closeouts. Eric has secured significant funding through FEMA PA and HMGP, navigating complex regulatory frameworks and ensuring compliance with 2 CFR and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. His skills in Project Worksheet (PW) development, mitigation proposals, and audit management make him a critical asset for the City of Treasure Island, particularly in addressing debris operations, infrastructure recovery, and expedited FEMA reimbursements.

RELEVANT EXPERIENCE

- **Grant City Consulting, LLC**
  - **Senior Project Manager** (August 2023 – Present)
    - Acts as Public Assistance Lead and SME for Merced County, guiding FEMA PA policies and project formulation.
    - Coordinates with FEMA, state agencies, and stakeholders to streamline recovery and expedite reimbursements.
- **Plexos Group | Santa Fe, NM**
  - **Program Delivery Manager | DHSEM – DR-4652 (NM)** (July 2022 – June 2023)
    - Directed FEMA PA efforts, growing funding from $10M to $140M by enhancing project scopes and leveraging mitigation programs.
    - Authored SOPs for FEMA reimbursement processes, ensuring efficiency and compliance.
- **CDR Maguire | Bay County, FL**
  - **Project Manager | DR-4399-FL** (2018 – 2021)

- Managed over $300M in FEMA PA funding post-Hurricane Michael, overseeing debris and infrastructure recovery.

KEY SKILLS

- Expertise in FEMA PA and HMGP, including Section 406 mitigation strategies.
- Federal disaster recovery oversight, compliant with 2 CFR and FEMA DAC policies.
- PW development, damage assessments, and cost recovery optimization.
- Stakeholder coordination with federal, state, and local agencies.

CERTIFICATIONS & EDUCATION

- Bachelor of Science in Finance/Accounting, University of Central Florida
- National Incident Management System (NIMS) Certified
- FEMA Public Assistance Operations Certification
- Project Management Certification

RELEVANCE TO TREASURE ISLAND

Eric's extensive Florida experience, including managing $300M in recovery efforts post-Hurricane Michael, directly addresses Treasure Island's needs for debris clearance, eligibility documentation, FEMA's 50% rule compliance, and expedited reimbursements.

MICHAEL NOTAR – DEPUTY PROJECT MANAGER & DEBRIS MANAGEMENT EXPERT

PROFESSIONAL SUMMARY

Michael Notar is a disaster recovery specialist with over 10 years of experience managing FEMA-compliant debris operations. His expertise in SRIA debris alternative procedures, cost reasonableness, and documentation ensures efficient recovery and reimbursement processes. Mike's leadership in post-disaster scenarios makes him vital for addressing Treasure Island's debris management challenges.

RELEVANT EXPERIENCE

- **Lee County, FL**
  - **Debris Management Lead | Hurricane Ian** (2022 – Present)
    - Directed debris operations, ensuring SRIA compliance and preventing duplication of benefits.
    - Developed stringent documentation systems for FEMA reimbursement submissions.
- **Various Clients**
  - **Debris Operations Manager** (2013 – 2022)
    - Managed FEMA-compliant debris removal across multiple disasters, optimizing cost recovery.

KEY SKILLS

- FEMA PA debris management (Category A) and SRIA expertise.
- Documentation and cost reasonableness justification.

- Prevention of duplication of benefits.
- Field operations and logistics coordination.

CERTIFICATIONS & EDUCATION

- Bachelor's in Public Administration, Barry University
- FEMA Public Assistance Operations Certification
- USACE Debris Management Graduate

RELEVANCE TO TREASURE ISLAND

Mike's leadership in Lee County post-Hurricane Ian equips him to tackle Treasure Island's debris delays, ensuring meticulous documentation and swift FEMA reimbursements.

MELINDA VELEZ – GRANTS MANAGEMENT & COMPLIANCE SPECIALIST

PROFESSIONAL SUMMARY

Melinda Velez brings over 10 years of expertise in federal grant management and compliance, specializing in financial reconciliation, invoice audits, and 2 CFR 200 procurement standards. Her meticulous approach streamlines documentation and accelerates reimbursement processes, reducing administrative burdens for disaster recovery efforts.

RELEVANT EXPERIENCE

- **Various Clients**
  - **Grants Management Specialist** (2013 – Present)
    - Managed FEMA PA and HMGP grants, ensuring compliance with 2 CFR 200 and federal regulations.
    - Conducted financial reconciliations and audits, securing timely reimbursements.

KEY SKILLS

- Federal grant management and 2 CFR 200 compliance.
- Financial reconciliation and invoice auditing.
- FEMA PA documentation and reimbursement optimization.
- Procurement and regulatory adherence.

CERTIFICATIONS & EDUCATION

- Bachelor's in Finance and Accounting, University of South Florida
- FEMA PA Operations Certification
- Federal Grant Management Certification

RELEVANCE TO TREASURE ISLAND

Melinda's expertise ensures Treasure Island's financial documentation is audit-ready, streamlining FEMA reimbursements and minimizing administrative delays.

DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

RFP # 25-011 CITY OF TREASURE ISLAND

JON BERQUIST, MBA – PROJECT EXECUTIVE

PROFESSIONAL SUMMARY

Jon Berquist is a Disaster Recovery Analyst with over 18 years of experience, overseeing 500+ FEMA PA projects and managing over $1B in recovery funds. His expertise in FEMA policy, grant management, and compliance with federal regulations ensures strategic oversight and financial accountability for complex recovery efforts.

RELEVANT EXPERIENCE

- **Berquist Recovery Consulting LLC**
  - **President | DR-4486-FL** (2020 – Present)
    - Formulated $1B+ in COVID-19 FEMA PA grants for Florida DEM, ensuring compliance and audit readiness.
  - **President | DR-4399-FL** (2017 – 2019)
    - Completed $25M in FEMA PA projects, validating costs for Category B projects in Panama City.

KEY SKILLS

- FEMA PA expertise and PW formulation.
- Grant management and 2 CFR audit compliance.
- Strategic financial oversight and reimbursement maximization.
- Stakeholder collaboration across agencies.

CERTIFICATIONS & EDUCATION

- Master of Business Administration (MBA), University of Florida
- Bachelor of Science in Building Science, Rensselaer Polytechnic Institute
- PMP, FEMA PA Operations Certification

RELEVANCE TO TREASURE ISLAND

Jon's strategic oversight and experience with Florida recoveries ensure robust financial controls and comprehensive audit documentation for Treasure Island.

JEFF ABRAHAM, MBA, CCRP – SENIOR PROJECT ADVISOR

PROFESSIONAL SUMMARY

Jeff Abraham has 15+ years of experience managing FEMA and HUD recovery programs, including a $236M CDBG-DR portfolio as Deputy Program Director for NY's GOSR Sandy Recovery. His expertise in compliance, grant management, and IT-driven documentation systems ensures efficient and audit-ready recovery operations.

RELEVANT EXPERIENCE

- **GrantCity Consulting, LLC**
  - **President and Principal Advisor** (2019 – Present)

- Led $15M recovery for City of Merced, CA, ensuring FEMA PA and FHWA-ER compliance.

- **Winsor Consult Group Corp., NYS GOSR**
  - **Deputy Program Director** (2019 – 2023)
    - Managed 87 projects worth $236M, aligning with FEMA PA and CDBG-DR standards.

KEY SKILLS

- FEMA PA and CDBG-DR program management.
- Compliance with 2 CFR and Stafford Act.
- PW development and audit oversight.
- IT-driven documentation systems.

CERTIFICATIONS & EDUCATION

- Master of Business Administration (MBA), College of Saint Rose
- Bachelor of Arts in Economics, State University at Albany
- Certified Compliance and Regulatory Professional (CCRP)

RELEVANCE TO TREASURE ISLAND

Jeff's CDBG-DR and FEMA expertise ensures audit-ready financial management and streamlined operations for Treasure Island's recovery.

STEVE KIRK – SENIOR CDBG-DR & HUD EXPERT

PROFESSIONAL SUMMARY

Steve Kirk offers 40+ years of experience in housing, infrastructure, and economic recovery, with a focus on HUD CDBG-DR programs. As an Executive Advisor for NYS GOSR Sandy Recovery, he ensures comprehensive and sustainable recovery solutions while avoiding duplication of benefits.

RELEVANT EXPERIENCE

- **NYS GOSR Sandy Recovery**
  - **Executive Advisor and SME** (Dates TBD)
    - Oversaw HUD-funded recovery initiatives, maximizing federal resources.
- **Various Clients**
  - **CDBG-DR Specialist** (1983 – Present)
    - Managed housing and infrastructure recoveries across multiple disasters.

KEY SKILLS

- HUD CDBG-DR program expertise.
- Infrastructure and housing recovery planning.
- Duplication-of-benefits prevention.
- Federal resource maximization.

CERTIFICATIONS & EDUCATION

- Bachelor's in Urban Planning, University at Albany (SUNY)
- HUD CDBG-DR Program Specialist
- FEMA Certification

RELEVANCE TO TREASURE ISLAND

Steve's HUD experience ensures Treasure Island leverages federal funding effectively, enhancing long-term recovery sustainability.

PATRICK GEELAN, PMP, EIT – SENIOR CONSTRUCTION & ENGINEERING SPECIALIST

PROFESSIONAL SUMMARY

Patrick Geelan has 15+ years of experience managing infrastructure projects, with directorial roles in NYS GOSR Sandy Recovery. His engineering expertise ensures FEMA, HUD, and environmental compliance, expediting project development and reimbursement eligibility.

RELEVANT EXPERIENCE

- **NYS GOSR Sandy Recovery**
  - **Infrastructure Recovery Director** (Dates TBD)
    - Managed FEMA- and HUD-funded infrastructure projects, ensuring compliance and timely execution.
- **Various Clients**
  - **Project Manager** (2008 – Present)
    - Oversaw engineering and construction for disaster recovery efforts.

KEY SKILLS

- FEMA and HUD infrastructure compliance.
- Engineering and project management.
- Procurement and environmental oversight.
- Reimbursement eligibility optimization.

CERTIFICATIONS & EDUCATION

- Bachelor's in Civil Engineering, Manhattan College
- Project Management Professional (PMP)
- Engineer in Training (EIT)

RELEVANCE TO TREASURE ISLAND

Patrick's engineering and compliance skills address Treasure Island's infrastructure restoration challenges, ensuring swift reimbursements.

TIM DONNELLY – SENIOR PUBLIC ASSISTANCE ADVISOR

PROFESSIONAL SUMMARY

Tim Donnelly brings 50+ years of FEMA PA expertise, having worked on 30+ declared disasters and

authored 1,500+ PWs contributing to $500M+ in funding. His deep knowledge of Categories A–G and audit readiness supports complex eligibility and reimbursement optimization.

RELEVANT EXPERIENCE

- **FEMA**
  - **Public Assistance Project Specialist** (2006 – Present)
    - Authored 1,500+ PWs across disasters like Hurricane Sandy and Irma, managing debris and infrastructure recovery.
- **Marsh McLennan**
  - **Senior FEMA Expert** (2020 – 2021)
    - Supported NYC hospitals during COVID-19 recovery, ensuring FEMA compliance.

KEY SKILLS

- FEMA PA Categories A–G expertise.
- PW development and debris management.
- Grants compliance and audit preparation.
- Stakeholder coordination.

CERTIFICATIONS & EDUCATION

- Associate of Applied Sciences, SUNY Broome County College
- FEMA PA Delivery Model Certified
- USACE Debris Management Graduate

RELEVANCE TO TREASURE ISLAND

Tim's extensive FEMA experience ensures Treasure Island's complex eligibility issues are resolved, optimizing reimbursements and audit readiness.

AMIT MAHADEVIA, P.E. – HAZARD MITIGATION & ENVIRONMENTAL SPECIALIST

PROFESSIONAL SUMMARY

Amit Mahadevia, a licensed P.E., has 17+ years of experience in hazard mitigation, disaster recovery, and environmental compliance. His work on FEMA-funded initiatives and climate resiliency planning reduces vulnerabilities and ensures regulatory adherence.

RELEVANT EXPERIENCE

- **CDM Smith, Inc.**
  - **Senior Environmental Engineer** (2019 – 2021)
    - Supported FEMA HMTAP for Hurricane Maria recovery, developing mitigation strategies.
- **Hagerty Consulting**
  - **Senior Managing Associate** (2014 – 2017)
    - Led post-Sandy infrastructure recovery, advising on FEMA PA compliance.

KEY SKILLS

- FEMA PA 406 mitigation and Building Science expertise.
- Climate risk assessment and sustainability planning.
- Environmental compliance and GIS analysis.
- Stakeholder engagement for mitigation strategies.

CERTIFICATIONS & EDUCATION

- Ph.D. in Civil Engineering, University of Maryland
- Professional Engineer (P.E., MD & TX)

RELEVANCE TO TREASURE ISLAND

Amit's mitigation strategies enhance Treasure Island's resilience, ensuring compliance and reducing future vulnerabilities.

CHRIS WOOD – DEBRIS FIELD OPERATIONS SPECIALIST

PROFESSIONAL SUMMARY

Chris Wood has 10+ years of experience in debris operations and field logistics, focusing on FEMA PA Categories A and B. His hands-on approach ensures efficient debris clearance and meticulous documentation for reimbursement.

RELEVANT EXPERIENCE

- **Berquist Recovery Consulting, LLC**
  - **Disaster Cost Recovery Specialist** (2010 – Present)
    - Managed debris operations for Hurricane Ian (DR-4673-FL) and other disasters, ensuring FEMA compliance.

KEY SKILLS

- Debris management and FEMA PA compliance.
- Field logistics and cost tracking.
- Documentation for reimbursement optimization.
- Stakeholder coordination.

CERTIFICATIONS & EDUCATION

- Bachelor's in Political Science, Coastal Carolina University
- FEMA ICS-100/200/700
- Public Participation Certification

RELEVANCE TO TREASURE ISLAND

Chris's field expertise resolves Treasure Island's debris clearance delays, ensuring swift FEMA reimbursements through meticulous documentation.

CONCLUSION

These resumes demonstrate our team's exceptional capability to deliver expert disaster financial recovery services, addressing Treasure Island's immediate and long-term recovery needs with precision and compliance. Each team member brings a proven track record of success in navigating complex FEMA processes, managing federal grants, and ensuring strict adherence to regulations such as 44 CFR, 2 CFR 200, and the Sandy Recovery Improvement Act (SRIA) of 2013. Their collective expertise spans critical areas including debris management, infrastructure restoration, financial recovery planning, and hazard mitigation—directly aligning with Treasure Island's most pressing challenges.

Expertise and Experience

Our team's extensive experience with FEMA Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), and Community Development Block Grant Disaster Recovery (CDBG-DR) ensures that Treasure Island will benefit from:

- **Streamlined project formulation**: Efficiently designing recovery projects tailored to the community's needs.
- **Meticulous documentation**: Maintaining accurate records to support funding applications and audits.
- **Optimized reimbursement strategies**: Maximizing financial recovery by securing eligible funds quickly and effectively.

This expertise is not just theoretical—it's grounded in years of successfully managing disaster recovery efforts, making our team uniquely qualified to tackle both the immediate aftermath and the strategic rebuilding phases.

Addressing Treasure Island's Needs

Treasure Island faces a range of recovery challenges, and our team is prepared to meet them head-on:

- **Immediate Needs**: Rapid debris management to clear hazards and infrastructure repairs to restore essential services.
- **Long-Term Goals**: Comprehensive financial recovery planning to stabilize the local economy and hazard mitigation to reduce future risks.

By aligning our skills with these priorities, we ensure that every step of the recovery process is purposeful and effective.

Collaboration and Coordination

Our team's ability to collaborate seamlessly with local, state, and federal agencies sets us apart. This coordination is critical for:

- Minimizing bureaucratic delays.

- Ensuring compliance with all regulatory requirements.
- Maximizing funding eligibility through strong interagency relationships.

This collaborative approach guarantees a recovery process that is both efficient and fully supported by the necessary resources.

Commitment to Resilience

In conclusion, our team is not only equipped to meet Treasure Island's immediate recovery demands but is also dedicated to building long-term resilience through strategic planning and sustainable solutions. With a focus on precision, regulatory compliance, and comprehensive support, we are committed to guiding Treasure Island through every phase of its recovery journey. Our goal is to leave behind a stronger, more resilient community, prepared for the future while fully recovered from the past.

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INTRODUCTION

BRC is grateful for the opportunity to be short-listed for the City of Treasure Island's Disaster Financial Recovery Consultant Services (RFP 25-011), and we appreciate the time and consideration the City's Evaluation Committee has given to our proposal and interview. The City's strategic recovery goals – accelerating post-disaster recovery, strengthening community resilience, and maximizing grant funding opportunities – align closely with BRC's mission and expertise. We are pleased to present this supplemental response and remain fully committed to helping Treasure Island achieve these goals.

In the following pages, we provide focused responses to the Evaluation Committee's questions and highlight BRC's proven results and experience. We summarize our recent successes in securing disaster recovery and resilience grants for Florida communities, outline our immediate project startup process and team capacity, and describe our robust grant tracking and reporting systems that ensure transparency and compliance. We also showcase our strong Florida presence through our current municipal clients and demonstrate our capability to pursue a wide range of funding sources beyond FEMA – including HUD, EDA, and HMGP programs. Finally, we have identified several current federal and state grant opportunities relevant to Treasure Island's disaster recovery, resilience, and preparedness priorities. We present these opportunities in a quick-reference table for the City's benefit.

RECENT GRANT SUCCESSES (PAST 3–5 YEARS)

BRC has a strong track record of securing grant funding for clients in the last several years. Notable examples include:

Gasparilla Island Water Association (Boca Grande, FL) – *Funding Source:* FEMA Public Assistance (Emergency & Permanent Work) plus Hazard Mitigation Grant Program (HMGP). *Amount Secured:* 100% of eligible costs (multi-million-dollar reimbursement). *Project:* Restoration of the island's water/wastewater infrastructure after Hurricane Ian (2022), with full FEMA funding for emergency repairs and permanent reconstruction, and additional HMGP funds integrated for improved flood resilience.

Boca Grande Fire Control District (Lee County, FL) – *Funding Source:* FEMA Public Assistance (Cat. B & E). *Amount Secured:* $1.2 million. *Project:* Reimbursement of all emergency response costs and facility repairs following Hurricanes Helene and Milton (2024). BRC's assistance enabled the fire department to recover expenses for storm response and rebuild its damaged fire station to code, with all project documentation audit-ready.

Port of the Islands Community Improvement District (Collier County, FL) – *Funding Source:* FEMA Public Assistance & HMGP. *Amount Secured:* ~$3.5 million (FEMA PA obligation). *Project:* Recovery of a coastal utility district after Hurricane Ian (2022). BRC managed FEMA grants for emergency pumping, infrastructure repairs, and equipment replacements—resulting in $3.5 million obligated to cover the bulk

of recovery costs. BRC also identified and initiated an HMGP-funded project to elevate vulnerable pump stations, increasing the community's future resilience.

PROJECT START-UP AND TEAM CAPACITY

Kickoff Process: Upon contract award, BRC will immediately initiate a kickoff process to set the project up for success. We schedule an in-person kickoff meeting right away with City officials to establish communication protocols, confirm objectives, and review the City's immediate needs. In the first days, our team will begin a rapid assessment of any disaster documentation and recovery status. This includes reviewing current projects, gathering damage and cost information, and identifying "quick win" funding opportunities. By quickly orienting to the City's situation, BRC ensures no time is lost in getting recovery efforts on track.

Immediate Mobilization: BRC is ready to deploy on day one. We maintain extensive staffing resources and operational flexibility, enabling us to **mobilize within 24 hours** for any urgent needs. For example, if a new disaster strikes, our team can be on-site in Treasure Island within a day to assist with emergency coordination, damage evaluation, and an initial grant strategy. This rapid-response approach means the City will get expert support during the crucial early stages of recovery when decisions and documentation have the biggest impact.

Scalability of Team: We confirm that BRC can scale our team to meet the City's budget and project needs. Our staffing model is designed to be both efficient and expandable. Each client engagement is handled by a dedicated core team, and we have additional qualified grant specialists, disaster recovery experts, and support staff on standby. If the scope of work grows or the City's needs change, BRC can immediately augment the team – including tapping our strategic partner GrantCity Consulting (with whom we have an existing agreement) for extra capacity. This ensures Treasure Island will always have the right number of experts working on its projects, without delay. We have successfully managed multiple large-scale recoveries in parallel by assigning separate teams, and we do so without overextending our resources. The City's project will be properly staffed at all times, and we will adjust personnel levels as needed to align with the budget and workload.

Key Personnel Location: All key personnel for this engagement will be **Florida-based.** BRC's headquarters and staff are located in Florida (with offices in Fort Myers and West Palm Beach), and we will station our **Project Manager on-site in the Treasure Island area** for the duration of the project. This means the primary team members will be physically present or readily available for face-to-face meetings at City Hall and in the community. Senior leadership, including BRC's President (Project Executive) and lead Public Assistance advisors, are also based in Florida and will spend significant time on the ground in Treasure Island. In short, the City will have local, accessible experts at hand – backed by our wider team – whenever needed.

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SUPPLEMENTAL INTERVIEW MEMO FOR TREASURE ISLAND RFP 25-011

Low-Hanging Fruit Strategy (Timeline): BRC will deliver a "low-hanging fruit" grant strategy very quickly after project kickoff. In fact, developing an initial funding strategy for immediate opportunities is one of our first tasks. **Within the first 30 days** of the engagement, we will present the City with a preliminary grants strategy highlighting quick-turnaround funding opportunities. These might include readily available state or federal grants that align with projects the City already has scoped or small grants that can be applied for with minimal effort. Our team's experience in Florida disaster recovery means we likely already know of current programs the City can leverage. By the one-month mark (or sooner), City leadership will have a clear roadmap of high-priority grant targets – essentially a checklist of "quick wins" to pursue while we simultaneously work on longer-term funding plans. This rapid strategy deployment ensures Treasure Island starts benefiting from extra funding as soon as possible.

GRANT MANAGEMENT AND REPORTING TOOLS

BRC utilizes robust tools to track project milestones, documentation, and funding progress, keeping the City fully informed. We employ an advanced **project management and grant tracking software system** to monitor every grant and task in real time. This system is cloud-based and can be securely shared with City officials, providing transparency on the status of each reimbursement claim or grant application. For example, City staff will be able to see up-to-date dashboards on obligated funds, pending submissions, upcoming deadlines, and project milestones. We will set up custom reports (weekly or monthly as preferred) that detail progress on each recovery project – such as funds requested vs. received, work order statuses, and compliance checks completed.

Our reporting tools make it easy to visualize and document progress: we can generate milestone timelines, funding drawdown charts, and task checklists to show exactly where each project stands. These reports will be reviewed in regular status meetings with City management. In addition, BRC's team is equipped with remote collaboration and document management platforms, enabling us to compile and share records (e.g. expense documentation, project worksheets, audit files) instantly with stakeholders. All of this means the City will have **real-time visibility** into the grant recovery process. There will be no guessing about whether a project is delayed or a form was submitted – our tools and regular reports keep everyone on the same page, from kick-off to closeout. This high level of tracking and communication will give the City confidence that milestones are being met and funding is being maximized at each step.

FLORIDA EXPERIENCE AND CURRENT CLIENTS

BRC has deep experience serving Florida communities, with current projects spanning multiple counties. We are proud to currently support several cities and districts in Florida in navigating disaster recovery and grant funding. For example, our team is actively assisting communities on Gasparilla Island in Lee County (including the local water utility and fire district) as they recover from recent hurricanes. We are also engaged in Collier County, where we support the Port of the Islands Community Improvement District's recovery and mitigation efforts. In the Tampa Bay region, BRC has provided disaster recovery consulting to

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SUPPLEMENTAL INTERVIEW MEMO FOR TREASURE ISLAND RFP 25-011

the Florida State Fair Authority in Hillsborough County following storm impacts, and we have been on the ground aiding barrier island municipalities in Pinellas County after the 2024 hurricane season.

Through these engagements, BRC has become intimately familiar with Florida's state and local processes. We routinely coordinate with the Florida Division of Emergency Management, and we understand the unique challenges of Florida's coastal cities (from storm surge impacts to tourist economy considerations). In summary, BRC is already serving clients very similar to Treasure Island – and often neighboring or nearby. We bring firsthand Florida-specific knowledge, having worked with both smaller municipalities and special districts along the Gulf Coast. The City of Treasure Island can be confident that our team knows the Florida recovery landscape and can hit the ground running, leveraging lessons learned from recent projects in the state.

NON-FEMA FUNDING EXPERTISE

BRC's capabilities extend far beyond FEMA Public Assistance reimbursement. A core strength of our firm is securing **non-FEMA funding** – such as HUD, EDA, and state grants – to supplement and maximize disaster recovery efforts. We have a proven history of delivering results with these programs. In fact, in the past decade BRC has helped clients secure **over $1 billion in disaster funding outside of FEMA PA**, including HUD Community Development Block Grant–Disaster Recovery (CDBG-DR) funds, FEMA Hazard Mitigation Grant Program (HMGP) awards, Economic Development Administration grants, and various state recovery grants.

Our team's experience in this arena is exceptional. For example, BRC leadership played key roles in major CDBG-DR initiatives: one of our senior advisors previously managed a $236 million CDBG-DR housing and infrastructure recovery program in New York after Superstorm Sandy. We have translated that expertise to Florida by ensuring communities tap into HUD disaster funds when available. If Congress allocates CDBG-DR money for a hurricane impacting Treasure Island, BRC will guide the City through the state's application process to secure its share for rebuilding projects (from resilient infrastructure to replacement of public facilities or assistance to affected residents). We also excel at the Hazard Mitigation Grant Program – as demonstrated in our projects where we integrated HMGP funding for stronger rebuilding. BRC has obtained HMGP grants for clients to harden utilities, elevate structures, and implement flood mitigation measures in the aftermath of storms. These grants are game-changers that reduce future risk, and we know how to navigate the complex HMGP application and benefit-cost analysis requirements to win awards for our clients.

Beyond federal grants, BRC stays up-to-date on **state funding opportunities** in Florida. We have helped municipalities go after state-level resilience grants and emergency infrastructure funds (for instance, Florida's **Rebuild Florida** programs and Resilient Florida grants for flood mitigation). We understand the requirements of these programs and have built relationships with state agencies that administer them. The bottom line: **BRC will not let Treasure Island miss out on any funding source.** Our team will proactively

identify and pursue every relevant grant, not just FEMA money. We have the expertise to package projects to meet different program criteria – whether it's a CDBG-DR infrastructure project through the Department of Economic Opportunity, an EDA economic recovery grant to revitalize a storm-impacted commercial area, or a Florida Department of Environmental Protection grant for shoreline resiliency. BRC's comprehensive approach to grants management ensures the City can capitalize on multiple funding streams in parallel. We have delivered millions in non-FEMA funding to Florida clients already, and Treasure Island will directly benefit from that know-how through additional dollars for recovery and mitigation beyond the usual FEMA programs.

CURRENT GRANT FUNDING OPPORTUNITIES FOR TREASURE ISLAND

The table below highlights current federal and state grant programs relevant to Treasure Island's disaster recovery, mitigation, infrastructure upgrades, planning, and preparedness. These are "live" or upcoming opportunities that the City can consider pursuing:

TREASURE ISLAND FLORIDA

DISASTER RECOVERY CONSULTING

SUPPLEMENTAL INTERVIEW MEMO FOR TREASURE ISLAND RFP 25-011

GRANT NAME	FUNDING AGENCY	PURPOSE	ELIGIBILITY	AMOUNT AVAILABLE	DEADLINE	APPLICATION NOTES
FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP)	FEMA (via Florida DEM)	Post-disaster hazard mitigation projects to reduce future disaster damage (e.g. hardening infrastructure, flood control, generators).	Florida counties/municipalities in federally declared disaster areas (administered by Florida Division of Emergency Management).	Varies by disaster size (e.g. hundreds of millions statewide for a major hurricane). Funds typically cover 75% of project costs (25% local match).	Varies by disaster; typically ~12 months after disaster declaration for sub-applications. *(Current HMGP cycles open for recent storms in FL.)*	Projects must be cost-effective and tie into the disaster's impacts. Local government applicants apply through Florida's portal; competitive selection based on benefit-cost and priority criteria.
FEMA BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC)	FEMA	Pre-disaster mitigation and resilience projects (large-scale infrastructure upgrades, flood prevention, etc.) to reduce risk and	States, cities, and counties (Florida DEM submits local sub-applications to FEMA).	~$1–2 billion available nationally each year. Large projects eligible (up to ~$50M each). 75% federal share (25% match, or	Annual program. **Next application cycle expected late 2025** (NOFO anticipated Fall 2025, with applications due early 2026 via Florida DEM).	Highly competitive nationwide. Requires robust mitigation plans and benefit-cost analysis. Treasure Island would need a FEMA-approved hazard mitigation plan and a

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BRC
DISASTER RECOVERY CONSULTING

SUPPLEMENTAL INTERVIEW MEMO FOR TREASURE ISLAND RFP 25-011

GRANT NAME	FUNDING AGENCY	PURPOSE	ELIGIBILITY	AMOUNT AVAILABLE	DEADLINE	APPLICATION NOTES
		losses from future events.		10% for impoverished areas).		well-justified project to apply.
FEMA FLOOD MITIGATION ASSISTANCE (FMA)	FEMA	Grants for flood risk reduction, focusing on repetitive loss properties (e.g. home elevations, property buyouts, drainage improvements).	NFIP-participating communities (Treasure Island is eligible through Pinellas County's NFIP status).	~$800 million available nationally in recent cycles. Grants can cover 75–100% of costs (up to 90% for repetitive loss homes, 100% for severe repetitive loss).	Annual program. Typically opens with BRIC cycle each year. **Next round expected late 2025** (with state application deadlines in early 2026).	Priority given to projects that mitigate repetitive National Flood Insurance Program losses. City can apply to elevate flood-prone structures or improve stormwater systems. Requires benefit-cost analysis and NFIP compliance.
HUD COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)	HUD (administered by Florida DEO)	Long-term disaster recovery funding for unmet needs: infrastructure	Allocation is disaster-specific. If Congress appropriates CDBG-DR for a storm, Florida DEO runs grant programs for	Varies by disaster appropriation (often hundreds of millions to Florida for major	**No current CDBG-DR application open for 2024 storms** (funding pending	Very flexible funding for recovery projects not covered by FEMA. Requires substantial

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SUPPLEMENTAL INTERVIEW MEMO FOR TREASURE ISLAND RFP 25-011

GRANT NAME	FUNDING AGENCY	PURPOSE	ELIGIBILITY	AMOUNT AVAILABLE	DEADLINE	APPLICATION NOTES
		repair, housing, economic revitalization, and mitigation following major disasters.	impacted counties/cities. (City must be in declared area for that event.)	hurricanes). Grants can fund large projects; typically 100% grant (no local match) but must address unmet recovery needs.	federal appropriation). For past events (e.g. 2022 Hurricane Ian), Florida's application rounds were ~1–2 years post-disaster.	documentation of unmet needs and tie-back to disaster impacts. Lengthy timeline: project selection and HUD approval can take 1–2+ years. BRC will monitor and assist the City when CDBG-DR funding becomes available.
FLORIDA RESILIENT FLORIDA GRANT PROGRAM	Florida Dept. of Environmental Protection (DEP)	State grants for resilience planning and infrastructure to address flooding, sea-level rise, and storm impacts. Includes funding	Florida counties and municipalities. (Treasure Island qualifies as a coastal municipality; coordination with county is encouraged for regional projects.)	State funding varies annually (the Florida Legislature has earmarked $500M+ in recent budgets for resiliency projects	Annual cycles. *Planning grant applications usually due each fall (e.g. September); project funding requests are*	**No federal match required.** Priority for projects addressing critical flood/erosion risks with regional impact. City must have an up-to-date vulnerability

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GRANT NAME	FUNDING AGENCY	PURPOSE	ELIGIBILITY	AMOUNT AVAILABLE	DEADLINE	APPLICATION NOTES
		for vulnerability assessments, adaptation plans, and shovel-ready resilience projects (e.g. seawall improvements, stormwater upgrades).		statewide). Typical planning grants up to ~$75k; implementation grants can range in the millions.	*submitted via the State Resilience Plan process annually.*	assessment to qualify for infrastructure implementation funding. BRC can help prepare the required analysis and submissions.
EDA ECONOMIC ADJUSTMENT ASSISTANCE GRANTS	U.S. Economic Development Administration	Grants for infrastructure and economic recovery projects in communities impacted by disasters or economic distress. Can fund roads, utilities, business parks,	Local governments, economic development districts, and other political subdivisions in areas with a recent disaster declaration or economic distress. (Pinellas County qualifies under disaster declarations and economic criteria.)	Typically $1–5 million per project (up to $10M+ for significant initiatives). EDA's funding availability depends on federal budgets and supplemental	Rolling application – no fixed deadline. **Applications accepted on an ongoing basis** through EDA's regional office until funding is exhausted. (Early	Requires clear economic benefit (job creation/retention, diversification of economy). **20–50% local match** usually required (varies by community economic status). Projects must align with the

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GRANT NAME	FUNDING AGENCY	PURPOSE	ELIGIBILITY	AMOUNT AVAILABLE	DEADLINE	APPLICATION NOTES
		workforce facilities, and other projects that create jobs and improve economic resilience post-disaster.		appropriations (e.g. past disaster supplements for COVID and hurricanes).	application is advantageous.)	region's economic development strategy. BRC will help the City craft competitive proposals demonstrating resiliency and economic impact.
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	FEMA (via Florida DEM)	Funds to support emergency management staffing, planning, and preparedness programs. Can be used for emergency operations center upgrades, training,	Counties and incorporated municipalities in Florida with recognized emergency management programs. (Typically, Pinellas County applies and distributes funds; Treasure Island could benefit via the county or	Florida's EMPG allocation is about $10M+ annually (split among local jurisdictions). Awards to a county the size of Pinellas are substantial (six-figure range),	Annual formula grant. Applications are coordinated through Florida DEM each year (usually spring). Pinellas County's application would encompass	**50% cost share required.** EMPG is mainly formula-based – not competitive – but jurisdictions must meet program requirements (e.g. have an updated Emergency Operations Plan). Treasure Island works

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GRANT NAME	FUNDING AGENCY	PURPOSE	ELIGIBILITY	AMOUNT AVAILABLE	DEADLINE	APPLICATION NOTES
[redacted]		exercises, and sustaining personnel who manage disasters.	direct sub-award if eligible.)	with smaller portions available to cities for specific projects or via county support.	Treasure Island's needs.	with the County to leverage these funds for local preparedness initiatives (such as emergency generator grants or public outreach programs).

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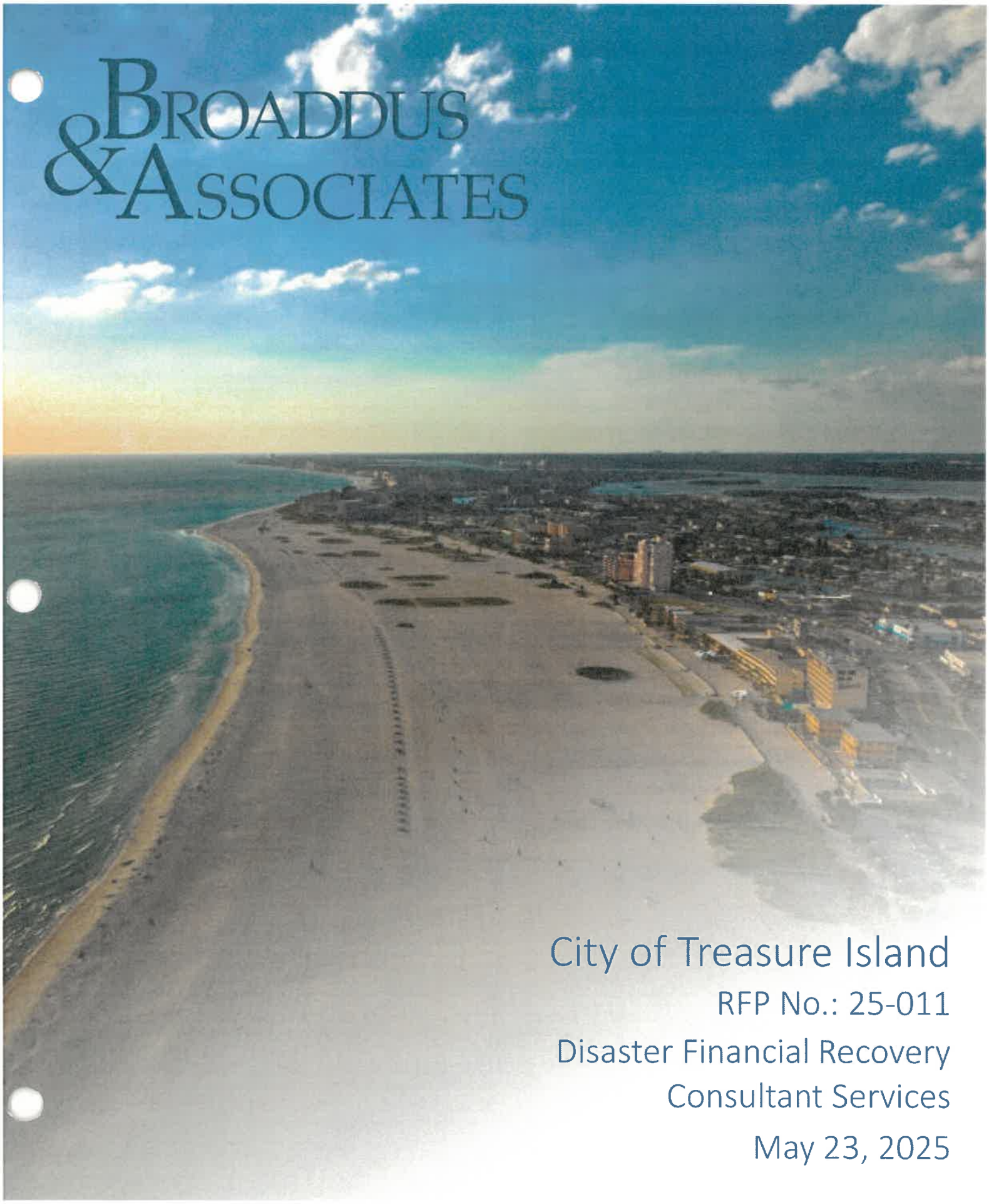
CONCLUSION

Each of these funding opportunities can be pivotal in advancing Treasure Island's recovery and resilience strategy. BRC is poised to partner with the City, helping to identify and prioritize the grants that best align with its ambitious projects while navigating the entire application process seamlessly. By strategically pursuing a diverse mix of federal and state funding—such as HMGP and BRIC for robust infrastructure hardening, FMA for targeted neighborhood flood mitigation, and Resilient Florida grants for essential local seawall and stormwater enhancements—Treasure Island can significantly enhance its financial resources.

We will ensure the City is thoroughly grant-ready for each program, with all required plans, benefit-cost analyses, and supporting documentation meticulously prepared. Our commitment is to submit applications punctually, accompanied by compelling narratives that resonate with funders. Our ultimate aim is to secure substantial outside funding for both immediate recovery needs and long-term resilience initiatives, alleviating the financial burden on the City and its taxpayers. With the current grant landscape favoring communities like Treasure Island, BRC's support will empower the City to capitalize on these valuable opportunities.

BRC is ready to deploy our expertise and resources in support of the City of Treasure Island without delay. Our dedicated team is equipped to hit the ground running as soon as we are engaged. We will leverage a wide array of funding streams—not only through FEMA programs but also via HUD and EDA programs, state grants, and other critical funding avenues—ensuring that the City benefits from a robust and diversified financial foundation for its recovery and resilience projects.

We are fully committed to establishing a hands-on, locally driven, and results-oriented partnership with Treasure Island. BRC will collaborate closely with City staff, providing responsive support and expertly guiding the process at every stage—from initial grant identification through award and project implementation. Our focus will be on delivering tangible, impactful results that align with the City's priorities—securing the funding and advancing the projects that will fortify Treasure Island's resilience for years to come. We appreciate your consideration and eagerly anticipate the opportunity to initiate this partnership, channeling our experience and dedication to support the City's recovery and future preparedness.



BROADDUS & ASSOCIATES

City of Treasure Island

RFP No.: 25-011

Disaster Financial Recovery Consultant Services

May 23, 2025

Tab 1. Table of Contents

Tab 1. Table of Contents 1
Tab 2. Cover Letter 2
Tab 3. Required Forms 3
1. Proposal Sheet 3
2. Drug-Free Workplace Certificate 8
3. Addenda Acknowledgement Form 9
4. Public Entity Crimes Statement 10
5. Truth in Negotiations 12
6. Anti-Human Trafficking Affidavit 13
7. Terms & Conditions 14
Tab 4. Qualifications & Experience 15
1. Required Minimum Qualifications 15
Tab 5. Firm Experience 19
Tab 6. Fees 28
Tab 7. Firm Capacity 29
1. Broaddus & Associates Team Organization 29
2. Staff Allocation Approach 32
3. Added Value & Innovative Practices 33
Tab 8. Certified Small & Minority Business, Women Business Enterprise 45
1. Certifications 45
2. Associations & Memberships 45
Attachment 1. Resumes of Key Personnel 46
Attachment 2. Safework Proposal Form 56

Tab 2. Cover Letter

May 23, 2025

City of Treasure Island
Mike Howard | City Finance Director
10451 Gulf Boulevard, Treasure Island, Florida 33706

Re: Disaster Financial Recovery Consultant Services – RFQ #25-011

Dear Members of the Selection Committee,

We are pleased to submit our qualifications for the Disaster Financial Recovery Consultant Services Request for Qualifications (RFQ) to support the **City of Treasure Island**. Our team is uniquely qualified to support the **City of Treasure Island** with seasoned professionals that can provide comprehensive disaster recovery services. Our team's collective experience has delivered more than $22B in disaster recovery services across the Southeast, including active recovery projects in Florida.

- **A Record of Service.** Broaddus & Associates and Safework are currently serving ongoing recovery efforts across the Gulf Coast and Florida. We are proud of our advocacy for our owners and excited about this opportunity to serve the Treasure Island community.
- **Local Presence & Experience.** Since November 2023, **Broaddus & Associates** has had a local office supporting the City of Clearwater with designated owner's representative for two capital improvement projects and a consulting services contract. Our partner **Safework** has a robust presence in Florida, where they are currently supporting recovery from major disasters including **Hurricanes Idalia, Helene, Milton, Irma, and Michael.**
- **We Understand How to Provide Services at Minimal Cost to Treasure Island.** The processes for facilitating federal, state and insurance funding must be done in a very specific manner to maximize reimbursement. This includes our fee, which can be reimbursed to the allowable FEMA cost share if applied correctly to minimize the cost to **Treasure Island.**
- **Specific Experience with Disaster Recovery & Follow-On Project Management.** Our team understands the unique nature of these services and the level of urgency they require. Our experience in the Southeast from Texas to Florida managing the recovery of natural disasters is a testament to our ability to meet the needs of **Treasure Island.**

Over the past 25 years, our team has been supporting multiple communities recover from the devastating impacts of natural disasters. Our team understands the importance of this work and stands ready to serve the **City of Treasure Island** in a manner consistent with your goals and values. Our team has the experience, leadership, commitment to streamline the process, obtain and make decisions in real time, control the budget, and comply with FEMA and FDEM requirements while maintaining a focus on your mission. Thank you again for this opportunity and your consideration!

Sincerely,
Broaddus & Associates

S. Sanders

Scot Sanders, P.E., CEM | President

Tab 3. Required Forms

1. Proposal Sheet

SUBMITTED BY:

Official Name of Firm: Broaddus & Associates

Address: 1301 S. Capital of Texas Hwy., Suite A-302
Austin, TX 78746

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: RFP No.25-011 Disaster Financial Recovery Consultant Services

RESPONDENTS CONTACT INFORMATION:

Contact Person: Pete Pazos, P.E.

Title: Regional Vice President

Phone: 571.364.3286

Email: PPazos@BroaddusUSA.com

AFFILIATED COMPANIES:

Name: Broaddus Planning, Broaddus Defense, & Broaddus Construction

Address: 1301 S. Capital of Texas Hwy., Suite A-302
Austin, TX 78746

TYPE OF ORGANIZATION (select one):

CORPORATION

State of Incorporation: Texas

Date of Incorporation: January 25, 2001

Executive Officers

-Chief Executive Officer: James Broaddus, Ph.D., P.E.

-President: Scot Sanders, P.E., CEM

-Vice President(s): Pete Pazos, P.E.

-Treasurer: Scott Broaddus

RESPONDENTS GENERAL INFORMATION

Type of License: State of Florida

License Number: F23000005954

Years of Business under License Number: 2

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

Primary type of work your company performs: Program & Project Management, Disaster Recovery

Number of people permanently employed: 140 Full-Time Employees

Is this organization an equal employment opportunity employer? Yes

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?

[X] YES [ ] NO *If yes, include Attachment in this Section*



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

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No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
BROADDUS & ASSOCIATES, INC.

Filing Information

Document Number	F23000005954
FEI/EIN Number	74-2985884
Date Filed	10/13/2023
State	TX
Status	ACTIVE

State of Florida

Department of State

I certify from the records of this office that BROADDUS & ASSOCIATES, INC., is a corporation organized under the laws of Texas, authorized to transact business in the State of Florida, qualified on October 13, 2023.

The document number of this corporation is F23000005954.

I further certify that said corporation has paid all fees due this office through December 31, 2023, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of October, 2023

Cord Byrd
Secretary of State

CR2E022 (01-11)

RESPONDENTS 3 REFERENCE PROJECTS *(Highlighting Projects Within Last 8 Years)*

Company Name:	City of Port Aransas
Address:	710 W. Avenue, Port Aransas, TX 78373
Telephone Number:	361.877.7667
Contact Person:	David Parsons | City Manager
Email:	davidparsons@cityofportaransas.org
General Scope:	Capital Improvement Disaster Recovery Program/Project Management Services

Company Name:	City of Clearwater
Address:	100 S Myrtle Ave, Clearwater, FL 33756
Telephone Number:	727.444.8201
Contact Person:	Marcus Williamson
Email:	Marcus.Williamson@MyClearwater.com
General Scope:	Capital Improvement Program & Project Management Services

Company Name:	City of Rockport
Address:	2751 SH 35 Bypass Rockport, TX 78382
Telephone Number:	361.729.2213 ext 253
Contact Person:	Vanessa Shrauner, City Manager
Email:	vshrauner@cityofrockport.com
General Scope:	Disaster Recovery Program including a new County Courthouse and new City Hall

1. CERTIFICATIONS **CERTIFIED BY:**

Disadvantage Business Enterprise (DBE): _____

Minority Business Enterprise (MBE): _____

Woman Owned Enterprise (WBE): _____

Small Business Enterprise (SBE): _____

Other (Service-Disabled, Veteran-Owned, Small Business): VA; SBA

Has firm listed in Section 1 ever failed to complete a contract awarded to it? [ ] YES [X] NO

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

[ ] YES [X] NO

If YES to either of the two (2) questions above, list below or as an attachment and state why. Include each project's contact information

COMPANY: Broaddus & Associates

The undersigned, as respondent, does declare that no other persons other than the respondent has any interest in this submission or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one submission received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any respondent, has interest in more than one submission for the same work will cause the rejection of all submissions that the respondent is interested in. If there are reasonable grounds for believing collusion exists among respondents, the proposals of such respondents will not be considered.

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

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

Broaddus & Associates
COMPANY NAME

Scott Broaddus & Associates | Vice President
NAME (PRINT) | TITLE

SIGNATURE | May 23, 2025
DATE

2. Drug-Free Workplace Certificate

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

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

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

Signature	May 23, 2025 Date
Scott Broaddus Printed Name	Vice President Title

3. Addenda Acknowledgement Form

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

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

	Signature	**Date**
Addendum No. 1:		May 7, 2025
Addendum No. 2:		
Addendum No. 3:		
Addendum No. 4:		
Addendum No. 5:		
Addendum No. 6:		

4. Public Entity Crimes Statement

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

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

1. This sworn statement is submitted to City of Treasure Island
(Print name of the public entity)

By Scott Broaddus | Vice President
(Print individual's name and title)

For Broaddus & Associates
(Print name of entity submitting sworn statement)

whose business address is 1301 S. Capital of Texas Hwy., Suite A-302, Austin, TX 78746

and (if applicable its Federal Employer Identification Number) is 74-2985884

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(I)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which bids or applies to id on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, cub-consultant, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

_____
(Signature)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May, 2025, by Scott Broaddus who is [select one:]

[X] personally known to me –or– [ ] has produced _____ as identification.

_____
Signature of Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/13/2027

5. Truth in Negotiations

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the RFP, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant: Broaddus & Associates

Signature: _____ Date: May 23, 2025

STATE OF TEXAS

COUNTY OF TRAVIS

The foregoing instrument _____ was acknowledged before me by means of (select one:)

[X] physical presence or [ ] online notarization, this 23rd day of May 2025

Scott Broaddus (name of the person whose name is being notarized) as the

CFO (title) of Broaddus & Associates (name of corporation/entity),

personally known to me as described herein ~~or produced a _____ (type of identification) as identification~~, and who (did) did not) take an oath.

_____
Printed Name of Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

My Commission Expires: 7/13/2027

NOTARY SEAL ABOVE

6. Anti-Human Trafficking Affidavit

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

The undersigned, on behalf of Broaddus & Associates ("Contractor"), hereby attests as follows:

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

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

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

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

Authorized Signature: _____ Date: May 23, 2025

Printed Name: SCOTT BROADDUS Title: CFO

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May, 2025, by SCOTT BROADDUS who is [select one:]

[X] personally known to me –or– [ ] has produced _____ as identification.

_____
Signature of Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/13/2027

7. Terms & Conditions

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

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

[X] NONE

OR

[ ] CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

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

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

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

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

Signature: _____ Date: May 23, 2025

Printed Name: Scott Broaddus

Tab 4. Qualifications & Experience

1. Required Minimum Qualifications

SAM.gov

Last updated by Scott Broaddus on Aug 27, 2024 at 12:03 PM *BROADDUS & ASSOCIATES, INC.*

SAM.GOV

BROADDUS & ASSOCIATES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LGM3RR6LBXX1	**3FYX1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 27, 2025**	
Physical Address	Mailing Address	
1301 S. Capital Of Texas HWY **#A-302** **Austin, Texas 78746-6581** **United States**	**1301 S Capital Of Texas HWY** **STE A-302** **Austin, Texas 78746-6581** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 37	**Texas / United States**	**http://www.broaddusassociates.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 29, 2024	**Aug 27, 2024**	**Jun 12, 2003**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 1, 2000	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?
No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?
Not Selected

May 22, 2025 08:35:23 PM GMT
https://sam.gov/entity/LGM3RR6LBXX1/coreData?status=null

Page 1 of 4

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business
Veteran-Owned Business
Service-Disabled Veteran-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**3FYX1**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*********93**	**(blank)**

Financial Institution	Account Number
FROST BANK	*********53**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
5124734400	**(blank)**	**(blank)**

Fax
(blank)

Remittance Address

BROADDUS & ASSOCIATES
1301 South Capital Of Tx HWY, Suite A-302
Austin, Texas 78746
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******5884**	**Applicable Federal Tax**	**BROADDUS & ASSOCIATES INC**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2022	**Vice President**	**Aug 27, 2024**

Address	Signature
1301 S Capital Of Texas HWY STE 302A **Austin, Texas 78746**	**SCOTT BROADDUS**

Points of Contact

Accounts Receivable POC

Hailey Hernandez, Accounting Manager
hhernandez@broaddususa.com
9362152022

Electronic Business

Scott Broaddus, CFO
sbroaddus@broaddususa.com
5129478802

1301 S. Capital Of Texas HWY. STE. A302
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United States

SCOTT BROADDUS
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Austin, Texas 78746
United States

Government Business

Rafael Pazos
ppazos@broaddususa.com
5713643286

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United States

SCOTT BROADDUS
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5123298822

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United States

Past Performance

Scott Broaddus
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5129478802

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Austin, Texas 78746
United States

Rafael Pazos
ppazos@broaddususa.com
5713643286

1301 S. Capital Of Texas HWY. STE. A302
Austin, Texas 78746
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541611	Administrative Management And General Management Consulting Services
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	541330	Engineering Services

Product and Service Codes

PSC	PSC Name
B599	Special Studies/Analysis- Other
C213	Architect And Engineering- General: Inspection (Non-Construction)
C214	Architect And Engineering- General: Management Engineering
H335	Inspection- Service And Trade Equipment
H999	Other Quality Control, Testing, And Inspection- Miscellaneous
R408	Support- Professional: Program Management/Support
R425	Support- Professional: Engineering/Technical
R499	Support- Professional: Other
U099	Education/Training- Other

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$25,798,155.00

Number of Employees (in accordance with 13 CFR 121)
99

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

Tab 5. Firm Experience

CITY OF PORT ARANSAS | HURRICANE HARVEY RECOVERY PROGRAM

Port Aransas, TX

In 2017, Hurricane Harvey slammed into the coast of Texas with 130+ mph winds and flooding that caused massive destruction along the coastal bend region of the state. One of the communities directly hit by the storm was Port Aransas, a beach town that was left with a decimated infrastructure and many homes and businesses severely damaged. The city has historically served as a fishing, beach, and resort village, with summer populations sometimes swelling to 60,000 or more. Port Aransas is currently implementing a comprehensive long-term recovery planning process to rebuild the community utilizing federal, state, and local recovery resources.

Broaddus & Associates is currently serving as the owner's representative for the city, which includes coordinating funding and approval processes from sources such as FEMA, Texas GLO, grants, and insurance. After facilitating damage assessments and funding resources, our team is managing the design and construction of new facilities and repair of old ones. This involves oversight of the architect, engineer, and contractor selection and management of each project for overall quality, timeliness, and cost-effectiveness.

The recovery program includes more than 71 total projects, including the following city resources damaged by the storm:

- Public Safety Complex Replacement
- New Fire Station & EMS headquarters
- City Hall
- Multiple City Parks
- Harbor Master Building
- Roads, Gas Lines, & Other Infrastructure
- Consolidated Department of Public Works Buildings
- Replaced 3 Recreational Fishing Piers
- Repaired & Hardened 2 Ship Channel Bulkheads
- Nature Preserve Restoration

Project Relevance

- ✓ City of Port Aransas Program
- ✓ Disaster Recovery Grant Administration
- ✓ Program Management

Project Size

Citywide

Project Value

Total: $110M

Project Timeline

Start: 2017
Complete: Ongoing

Project Reference

David Parsons | City Manager
Ph: 361.877.7667
davidparsons@cityofportaransas.org



CITY OF CLEARWATER | NEW CITY HALL & MUNICIPAL SERVICES BUILDING RENOVATION

Clearwater, FL

In November 2023, Broaddus & Associates was selected to provide owner support for Clearwater's New City Hall & Municipal Services Building (MSB) Renovations projects. At that point in project time, Clearwater was selecting the CMAR for both projects. Broaddus & Associates worked with the City to negotiate the CMAR contract with Ajax Construction, while developing a conceptual estimate to initiate value engineering, aligning the project within Clearwater's fixed budget. realizing the project was nearly $6M over budget, Broaddus & Associates worked with the design teams for area and value engineering savings. The collective team, comprising design professionals, WJA, Ajax, Broaddus & Associates, and Clearwater personnel, progressed through the pre-construction phase, continued to Value Engineer establishing a Guaranteed Maximum Price for the new construction within budget. Additionally, they defined available funds for the MSB and developed a scope of work for simultaneous project execution through completion. Understanding that the city will need to rent temporary space to support all city operational and governmental staff, arranging to occupy both facilities at the same maximizes overall value and reduces inefficiencies.

CLEARWATER
BRIGHT AND BEAUTIFUL - BAY TO BEACH

Project Relevance

- ✓ **City of Clearwater Project**
- ✓ **Multiple Stakeholder Engagement**
- ✓ **Market Analysis & Data Gathering**

Project Reference

Marcus Williamson
Ph: 727.444.8201
Marcus.Williamson@MyClearwater.com

Project Timeline

Start: 11/2023
Complete: 02/2026 (est.)

Project Value

Total: $45M

Key Highlights

- Value Engineer Selected Design to maintain the project budget.
- Negotiate the CMAR contract to facilitate timely delivery.
- Maintain the project schedule to prevent loss from increasing construction industry inflation.



CITY OF CLEARWATER | PUBLIC WORKS DEPARTMENT CONSULTING

Clearwater, FL

In 2024, the City of Clearwater selected Broaddus & Associates to provide a broad range of services under a Consulting Services contract in support of their Public Works Directorate. The central focus of this contract was to assist Clearwater with significantly improving their Capital Improvement Plan (CIP) process and to ensure that projects that were considered under the CIP plan had better conceptual cost estimates to help improve the trend the City had experienced that many projects adopted by the City Council had budget estimate oversights typically leading to both cost and schedule growth. Through an aggressive approach. The contract began with a task order for Clearwater to better **evaluate the impacts of Hurricane Milton**. Broaddus & Associates is currently making significant improvements to Clearwater's CIP process, establishing a better work induction to help mitigate the typical cost overruns that Clearwater has experienced. Through this consulting services contract and in collaboration with our team partner, WGI Engineering, we are also assisting Clearwater to modernize their maintenance dredging program to mitigate impacts from flood events.

Project Relevance

- ✓ **City of Clearwater Project**
- ✓ **Multiple Stakeholder Engagement**
- ✓ **Market Analysis & Data Gathering**
- ✓ **Disaster Recovery Support (Hurricane Milton)**

Project Reference

Marcus Williamson
Ph: 727.444.8201
Marcus.Williamson@MyClearwater.com

Project Timeline

Start: 11/2023
Complete: 02/2026 (est.)

Project Value

Total: $2M



ARANSAS COUNTY | COURTHOUSE & DOWNTOWN ANCHOR COMPLEX

Rockport, TX

Broaddus & Associates is serving as the owner's representative services on the Downtown Anchor Project, which includes a new Aransas County Courthouse. The program is a major step of recovery in the reconstruction of local government facilities lost in Hurricane Harvey, a Category-4 storm that leveled scores of homes and businesses in the Rockport-Fulton area in 2017.

Our team is serving onsite for the planning, design, and construction of a new 83,000-SF Government Services Complex that will serve the needs of the County to replace the damaged facilities. The Complex, which is under construction now, includes the 55,000-SF county courthouse, a common plaza between facilities, parking, public restrooms, and landscaping improvements. The facilities will be multi-story structures readily accessible to the public and will also contain adequate mitigation measures and emergency management operations capacity. Components of the Downtown Anchor Project are as follows:

- County Courthouse: 55,424 SF on Four Acres
- City Hall: 27,000 SF on One Acre
- Community Building: 4,700 SF
- Open Space Plaza
- Parking: 295 Total Spaces (All Buildings)

Funding for the project is being provided through a combination of federal grants and loans from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Texas Division of Emergency Management (TDEM), and the U.S. Department of Agriculture. Community Development Block Grant Disaster Recovery (CDBG-DR) Funds will be utilized for construction of specific public facilities.

Project Relevance

- ✓ **Disaster Recovery**
- ✓ **Grant Management & Administration**
- ✓ **Project Management**

Project Type

New Construction

Project Size

83,000 SF

Delivery Method

CMAR

Project Reference

Judge Ray A. Garza
judge@aransascounty.org
Ph: 361.790.0101

Project Timeline

Start: 10/2023
Complete: 10/2025

Project Value

Total: $25M



CITY OF ROCKPORT | DOWNTOWN CITY HALL

Rockport, TX

Broaddus & Associates is providing project management services on the Downtown Anchor Project, which includes the City of Rockport City Hall. The Anchor Project is a major step of recovery in the reconstruction of local government facilities lost in Hurricane Harvey, a Category-4 storm that leveled scores of homes and businesses in the Rockport-Fulton area in 2017.

The Downtown Anchor Project is a multi-building complex in Downtown Rockport, which is under construction on land that previously housed the Aransas County Courthouse and contiguous lots. It will be a one-stop government complex for residents, that would include a new Aransas County Courthouse, Rockport City Hall, community room, and an open, public space.

City Hall will be located on the south side of the property designated as the Downtown Anchor Project. The 2-story, 28,000-SF building has been designed to withstand hurricanes and provide for expansion of services and staff in the future. The cost is estimated to be more than $12M, which includes land acquisition, design services, construction, and furnishings. The City has dedicated funding of $2.6M from insurance proceeds and grants from FEMA, GLO, and other state and federal organizations.

Project Relevance

- ✓ Disaster Recovery
- ✓ Program Management
- ✓ Grant Management & Administration

Project Reference

Vanessa Shrauner | City Manager
vshrauner@cityofrockport.com
Ph: 361.729.2213 ext.: 253

Project Value

Total: $12M

Project Timeline

Start: 10/2023
Complete: 06/2025



AMORY SCHOOL DISTRICT | DISASTER RECOVERY SERVICES

Amory, MS

The Amory School District suffered severe damage to its facilities from an EF 3 Tornado that swept across Mississippi in March 2023. The recovery effort involves the repair, restoration and replacement of facilities on two school campuses, while maximizing the relief funding available to the district.

The Broaddus & Associates team is serving on site as the district's owner's representative to assist with the initiatives required to get the resources needed to get the schools fully operational. This included keeping the school year on schedule through the the use of temporary facilities that house classrooms, offices and student athletics support space until permanent facility replacements or repairs are completed. Relocating these resources also allowed for the significant undertaking of debris removal on the affected sites.

Project Relevance

- ✓ **Disaster Recovery Services**
- ✓ **Project Management**

Project Reference

Brian Jones | Superintendent
124 N. Main Street, Amory, MS 38821

Project Timeline

Start: 06/2023
Complete: 08/2026

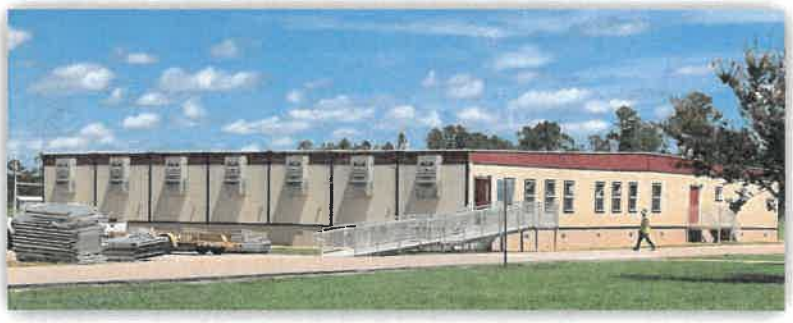
Project Value

Total: $25M

The Broaddus team identified, assessed and developed programmatic documents supporting the repair and replacement of the Main High School Building Roof, High School Auditorium, various athletic fields and stadium, field house and the new construction of an Elementary School Safe Room.



Our team facilitates the district's full compliance with federal, state, and local laws, minimizing potential audits and reviews, and reducing the impacts from future disasters. With a focus on FEMA PA, Hazard Mitigation Grant Programs, and MEMA interface, our team's demonstrated experience and extensive knowledge contribute to the effective operation of these critical initiatives. Our experienced team understands the complexities of this process, and coordinates various disaster recovery funding sources from insurance and government resources.



FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) | DRS 4828 & 4834 | HURRICANES HELENE & MILTON

Statewide, FL

The Safework team was selected to assist RSMUS as a sub-contractor to the Florida Division of Emergency Management (FDEM) for federal grant administration for Hurricanes Helene and Milton. Our team members serve as Team Leads, Grant Managers, and Closeout personnel, managing 475 projects and more than $1.6B in obligated federal funds for this engagement.

Safework assists subrecipients with managing their FEMA projects throughout the entire life cycle, from initial project formulation to project Closeout, ensuring compliance with 2 and 44 CFR. We are responsible for the comprehensive reviews and quality control of FEMA Project Worksheet (PW) versions, validating that activities and documentation are compliant with all updated and applicable State and Federal laws, identifying unclaimed and eligible expenses, recognizing and evaluating potential Hazard Mitigation opportunities, and disbursing eligible funds to various subrecipients.

Subrecipient Engagements Include:

- State & Local DOT
- County & Municipal Law Enforcement
- Public Works Departments
- School Districts
- County Emergency Management Offices
- Electrical Co-Ops
- PNPs
- Hospitals & Healthcare Systems

Project Relevance

- ✓ **$800M+ Successfully Validated & Reimbursed**
- ✓ **FDEM Coordination**
- ✓ **Disaster Recovery Services**
- ✓ **Project Management**

Project Reference

Jill Reyes
7351 Office Park Place,
Melbourne, FL 32940
Ph: 321.751.6228
Jill.reyes@rsmus.com

Project Timeline

Start: 09/2024
Complete: Ongoing

Reimbursed Funds

Total: $800M



FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) | DR 4734 | HURRICANE IDALIA

Statewide, FL

With a contract primed by AtkinsRealis, the Safework team serves as a sub-contractor to the Florida Department of Emergency Management (FDEM) for on-site technical assistance to fiscally constrained counties as determined by the State of Florida to manage relief funding in support of Hurricane Idalia recovery efforts and community response, as well as the implementation of measures to mitigate future hazards. Safework is assisting Jefferson, Hamilton, and Suwannnee Counties with 16 subrecipients and 173 projects.

The Safework team is providing Technical Assistance (TA), Public Assistance (PA), and grant management services to these subrecipients on behalf of the Florida Division of Emergency Management. Some of our assignments include but are not limited to assisting subrecipients in preparing documentation such as accurate damage descriptions, scopes of work, procurement documentation, and force account labor and equipment. Our services also include reviewing and suggesting improvements in subrecipient policies and procedures for future disasters, helping to create a framework for internal monitoring, attending all FEMA meetings and site inspections, maintaining centralized data and reporting, evaluating supporting documentation for grant requests according to FEMA guidelines, ensuring no duplication of benefits in submissions, and assisting the counties with guidance on FEMA policies and procedures throughout the entire grant process.

Subrecipient Engagements Include:

- State & Local DOT
- County & Municipal Law Enforcement
- Public Works Departments
- School Districts
- County Emergency Management Offices
- Electrical Co-Ops
- PNPs
- Hospitals & Healthcare Systems

Project Relevance

- ✓ **$15M+ Successfully Validated & Reimbursed**
- ✓ **Assisted Suwannee Valley Electric Cooperative in Preparing & Documenting a $75M, 500,000-CY Debris Project**
- ✓ **Created Entire FEMA Workbook Submission for City of Live Oak**
- ✓ **FDEM Coordination**
- ✓ **Disaster Recovery Services**
- ✓ **Project Management**

Project Reference

Jamelyn Trucks
Ph: 970.372.7733
Jamelyn.trucks@atkinsrealis.com

Project Timeline

Start: 11/2023
Complete: Ongoing

Reimbursed Funds

Total: $15M



FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) | DRS 4337 & 4399 | HURRICANES IRMA & MICHAEL

Statewide, FL

The Safework team was selected to assist RSMUS as a sub-contractor to the Florida Division of Emergency Management (FDEM) for federal grant administration for Hurricanes Irma and Michael. Our team members serve as Team Leads, Grant Managers, and Closeout personnel, managing over 1,000 projects and more than $5.2B in obligated federal funds for this engagement.

Safework assists subrecipients manage the entire FEMA project lifecycle from initial project approval to closeout, ensuring compliance with 2 and 44 CFR. We are responsible for the comprehensive reviews and quality control of FEMA Project Worksheet (PW) versions, validating that activities and documentation are compliant with all updated and applicable State and Federal laws, identifying unclaimed and eligible expenses, recognizing and evaluating potential Hazard Mitigation opportunities, and disbursing eligible funds to various subrecipients.

Project Relevance

- ✓ **$4B+ Successfully Validated & Reimbursed**
- ✓ **FDEM Coordination**
- ✓ **Disaster Recovery Services**
- ✓ **Project Management**

Project Reference

Jill Reyes
7351 Office Park Place, Melbourne, FL 32940
Ph: 321.751.6228
Jill.reyes@rsmus.com

Project Timeline

Start: 2018
Complete: Ongoing

Reimbursed Funds

Total: $4B



Tab 6. Fees

Hourly Rate Table	
Position	**Hourly Rate**
Project Manager	$175.00
Construction Manager	$165.00
Cost Estimator	$165.00
Project Coordinator	$130.00
FEMA Public Assistance Senior Consultant	$160.00
FEMA Public Assistance Junior Consultant	$135.00
FEMA Hazard Mitigation Senior Consultant	$160.00
FEMA Hazard Mitigation Junior Consultant	$135.00
Finance & Payroll Management	$140.00
IT & Data Management	$140.00
Insurance Consultant	$155.00
Emergency Management Senior Consultant	$160.00
Emergency Management Junior Consultant	$135.00



Aransas County | Courthouse | Rockport, TX

Tab 7. Firm Capacity

1. Broaddus & Associates Team Organization

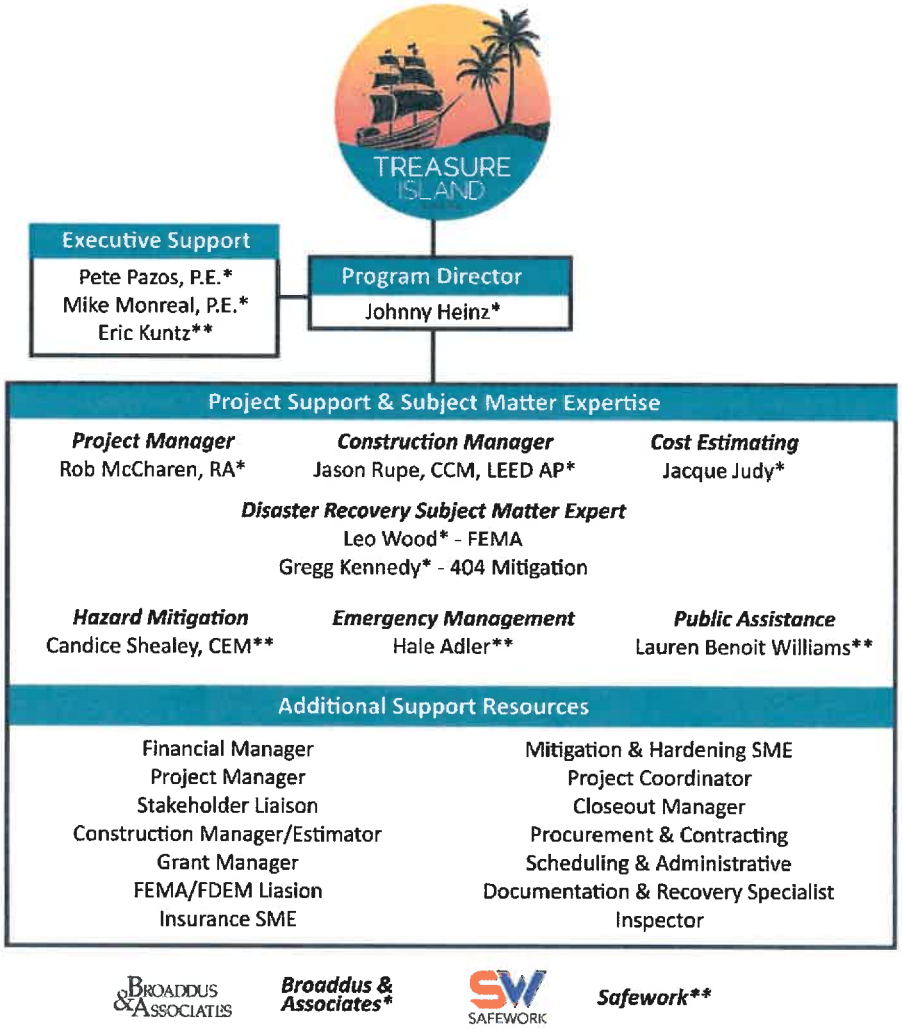
Our team, shown below as **Exhibit 1**, is ideally suited for addressing the needs of the City of Treasure Island on this important disaster recovery contract based on several key factors including:

- **Our Local Florida Experience with the City of Clearwater**
- **Our experience with complex multi-phased programs/projects across the United States**
- **Our extensive experience working with public agencies and municipalities, including disaster recovery programs**

We have assembled a unique team of highly qualified and experienced experts who will be leveraged to ensure success for the City of Treasure Island regardless of project size, scope, or complexity. Roles and responsibilities of the key personnel shown below are included on the following page.

Of note, we have included SafeWork, Inc., a disaster recovery firm with an active presence in Florida managing recently declared disasters.

Exhibit 1. Broaddus & Associates Organization Chart



Engaged Leadership & Expertise



Pete Pazos, P.E. | Project Executive (Firm Principal, Regional VP)

- 31 Years of Experience (27 with U.S. Army Corps of Engineers)
- Successfully Completed More Than 100 Similar Projects, Including:
  - City of Clearwater | New City Hall & Municipal Services Bldg. Renovation | $45M | 106,300 SF | Clearwater, FL
  - City of Port Aransas | Disaster Recovery CIP Program Management | $110M | City of Port Aransas, TX



Johnny Heintz | Project Director

- 28 Years of Experience (20+ years with U.S. Navy)
- Local Florida Resident
- Successfully Completed More Than 90 Similar Projects, Including:
  - City of Clearwater | New City Hall & Municipal Services Bldg. Renovation | $45M | 106,300 SF | Clearwater, FL
  - Public Works Bahrain | Municipal Services Building Renovation | $1.9B | US Navy - Naval Facilities Engineering Command (NAVFAC) Military Construction Program



Rob McCharen, RA | Project Manager

- 25 Years of Experience
- Local Florida Resident
- Successfully Completed More Than 75 Similar Projects, Including:
  - Deputy Assistant Operation Officer | Navy Expeditionary Combat Command | Joint Expeditionary Base Little Creek – Fort Story, VA
    - Managed the DSCA program in Emergency Management.
  - Public Works Officer | Naval Facilities Engineering Command Southeast | Meridian, MS
    - Led the infrastructure recovery after several major storms and tornado activity in the area.



Jason Rupe, CCM, LEED AP BD+C | Construction Project Manager

- 20 Years of Experience (Currently Serves in the Navy Reserves)
- Local Florida Resident
- Successfully Completed More Than 75 Similar Projects, Including:
  - City of Clearwater | New City Hall with Integrated Civic Plaza | $35M | 40,300 SF | Clearwater, FL
  - City of Clearwater | Municipal Services Building Renovation | $10.4M | 66,000 SF | Clearwater, FL
  - CFI Logistics Building | Tratt Properties | $57M | 1.2M SF | Winter Haven, FL

Mr. Pete Pazos, **Eastern Region Vice-President** will serve as **Project Executive,** he will provide leadership, mentorship, and organization to our team. He will serve as the firm principal in ensuring that quality remains exceptional and resources are allocated expeditiously. His duties will include:

- Overall Project Leadership and to leverage companywide resources to the project as needed.
- Participate in presentations and reports to stakeholders and **City of Treasure Island** leadership.

Our **Project Director, Mr. Johnny Heintz**, will serve as the main point of contact with the **City of Treasure Island.** He will guide the project to successful completion by, among other requirements, performing the following:

- Leadership of the project team, including the designer, the CMAR, and all consultants.
- Coordination of PMs, APMs, Specialists, and Inspectors to facilitate a high performing team providing exceptional service to the **City of Treasure Island**.
- Coordinate and oversee the design to ensure timely, accurate, and efficient project execution.
- Coordinate and oversee the construction to ensure on-schedule and on-budget execution.
- Oversee management of budget and schedule development, tracking, and reporting.

Our Construction **Project Manager, Mr. Jason Rupe**, will serve as the on-site and day-to-day point of contact with **City of Treasure Island.** He will embed with City staff to guide the projects to successful completion by, among other requirements, performing the following:

- Key member of the project team, including synchronizing efforts between the designer, the CMAR (construction contractor), all consultants, and the city leadership.
- Provide leadership and coordination of design phases.
- Monitor and manage the budget, recording and forecasting project expenditures.
- Provide oversight of the construction schedule, conducting "deep dives" and performing comprehensive schedule analysis. They will monitor progress against the baseline schedule to identify constraints, key milestones, and required decision points to maintain progress.
- Organize, manage, and actively participate in project meetings for coordination issues, conflict resolution, decision-making, stakeholder input, alternatives analysis, etc.
- Facilitate the change management process by validating appropriateness, negotiating fair and reasonable costs and time, and processing required documentation.
- Develop reports informing progress, issues impacting project objectives, and key decisions.
- Facilitate and track deliverables such as submittals, RFIs, and design packages.
- Provide cost management, including allowance and contingency and potential change orders.
- Perform comprehensive reviews of pay applications and provide endorsement to **City of Treasure Island**.



If required and approved by City officials, Construction Inspectors can be assigned in accordance with project-specific experience and expertise. Specific duties will include:

- Perform and document construction inspections and coordinate pre-installation meetings on key work components.
- Ascertain safety and compliance with regulations by the construction manager.
- Ensure application of the Contractor's Quality Control program.
- Coordinate and monitor third party testing and inspections, including those done by the Authority Having Jurisdiction (AHJ).
- Play a critical role during the design phase in ensuring the plans allow for efficient and effective constructability and evaluating opportunities for pre-fabrication.

If required and approved by City officials, Project Specialists/Analysts can be assigned to each project to provide support with financial reporting, review and processing of pay applications, change order management, project controls, and administrative requirements. Supporting our core team is a comprehensive staff of internal technical experts providing integrated services as needed during project phases. These team members will provide:

- Constructability Reviews
- Cost Estimating/Analysis
- Schedule Review & Optimization
- Commissioning
- Construction Technology
- Activation
- Closeout/Transition to Operations
- Security Threat Analysis

2. Staff Allocation Approach

Broaddus & Associates employs an organizational approach that allows our firm to staff projects effectively with personnel from within the specific project region, with support from our core corporate team and specialists, as needed.

We are adept at assigning project staff to align with key design and construction phases. Onboarding our staff will align with project scope, assigning resources and project managers to major project components at the appropriate times. These teams will be integrated, sharing resources, and information. This adaptive approach has been successful on our prior relevant projects and allows for flexible management of project phases and project scope that can evolve over time.

> *Broaddus & Associates works directly at multiple levels to professionally represent the County with a focus on best values both for construction and operationally.*
>
> ***This team has saved the county several million dollars to date, far more than their fee.***
>
> **Commissioner Dennis Bailey | Rockwall County**

3. Added Value & Innovative Practices

We are a process-driven organization that applies proven Best Practices and has invested in technology and innovation that improve project execution.

Our methodology and approach start with core values that drive the behaviors each of our employees and partners are expected to demonstrate every day on every engagement.



City of Port Aransas | Harbor Master Building | Port Aransas, TX

Best Practices

We **"Value the Process"** through the consistent application of proven Best Practices that leverage established processes and industry proven practices that positively impact projects. Our firm regularly applies an owner-oriented project management methodology that helps guide our project managers and clients to define needs, set realistic budgets and schedules, establish design criteria, procure designers and contractors, and execute the plan. Integrated within our 14-step process are 23 industry Best Practices, shown in **Exhibit 2**, that we have employed across our portfolio of successful projects.

Exhibit 2. Broaddus & Associates Best Practices

BP - 00	Project Implementation Plan	BP - 12	Cost Effective Sustainability
BP - 01	Total Project Budgeting	BP - 13	Commissioning Planning
BP - 02	Project Definition Rating Index	BP - 14	Project Cost Database
BP - 03	Independent Cost Estimating	BP - 15	Transition to Operations
BP - 04	Project Management Information System	BP - 16	High Performance Teams
BP - 05	Value Added Logs	BP - 17	Construction Quality Planning
BP - 06	Proactive Schedule Management	BP - 18	Project Safety Planning
BP - 07	Building Information Modeling	BP - 19	Project Closeout
BP - 08	Project Delivery Methods	BP - 20	Project Information Management
BP - 09	Electronic Processes / Procedures	BP - 21	Contract Analysis & Administration
BP - 10	Constructability and Design Review	BP - 22	Value Engineering
BP - 11	Change Management Analysis		

Methodology & Approach

Our process for implementing this scope of work begins with the development of a tailored Project Implementation Plan (PIP). The basis of our PIP is the 14-Step Project Management Process outlined in **Exhibit 3**. **Exhibit 4** cross references the Best Practices with the 14-Step Process.

Exhibit 3. Broaddus & Associates 14-Step Project Management Process

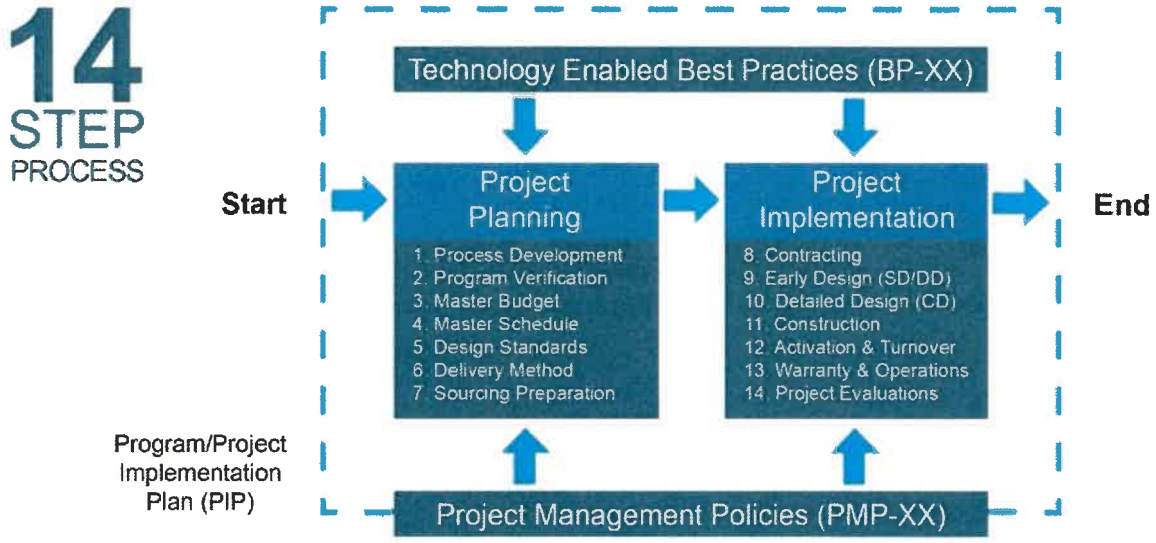


Exhibit 4. Broaddus & Associates 14-Step Process Vs. Best Practices

The 14-Steps and Best Practices (Cross-Reference Roadmap) — **BP-00 Exhibit 02**

Best Practices (BP's)
Milestone Deliverable Opportunities and/or BP Application Points

14 Step Process		Broaddus Best Practices																						
		BP-00 (PIP)	BP-01 (TPB)	BP-02 (PDRI)	BP-03 (ICE)	BP-04 (PMIS)	BP-05 (VAL)	BP-06 (PSM)	BP-07 (BIM)	BP-08 (PDM)	BP-09 (EPP)	BP-10 (CDR)	BP-11 (CMA)	BP-12 (CES)	BP-13 (CXP)	BP-14 (PCD)	BP-15 (T2O)	BP-16 (NPT)	BP-17 (COP)	BP-18 (PSP)	BP-19 (PC)	BP-20 (PIM)	BP-21 (CAA)	BP-22 (VE)
	Phase 1 - Pre-Project Planning																							
1	Process Development	1,2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	Facility Programming	2			■		■					■										■		■
3	Master Budget	2	■		■	■	■		■							■	■					■		■
4	Master Schedule	2	■		■	■	■			■		■			■							■		
5	Facility & Design Standards	2					■		■					■			■		■			■		■
6	Delivery Method	2			■	■	■			■												■		
7	Sourcing Preparation	2	2	2	2	2	2	2	2	2	2	2	2	2	2		2	2	2	2	2	2	2	2
	Phase 2 - Project Implementation																							
8	Contracting	2	2	2	2	2	2	2	2	2	2	2	2	2	2		2	2	2	2	2	2	2	2
9	Early Design (SD/DD)	2	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■		■		■
10	Detailed Design (CD)	2	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■		■		■
11	Construction	2	■		■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■		■
12	Activation & Turnover	2	■		■	■	■	■	■					■			■		■		■	■		
13	Warranty & Operations	2				■	■														■	■		
14	Project Evaluation	3																■			■	■		

Note 1 - Review all Best Practices for development of program / project-specific process alignment
Note 2 - Develop and update the Project Implementation Plan throughout the project.
Note 3 - Ensure that all project requirements and Best Practice implementation terms are accounted for in the contracts.

Project Team Coordination

We believe building partnerships amongst the project team provides the best path for success. We will coordinate regular project team meetings, inclusive of the design team, the construction manager, the project management team, and appropriate consultants to discuss project issues, schedules, budget, and other key aspects of the project. We have proven that this is the most efficient way to ensure all project milestones and time-sensitive requirements are kept in the forefront and managed effectively. The PIP includes deliberate communication planning with tailored reporting, and escalation ladders.

$8B+
Local Government Projects Completed

$18B+
Total Projects Managed

25+
Years of Firm Experience

140+
Experienced Professionals

Design Phase Management

Our team knows how to work closely with the designers to ensure program objectives are accomplished. The ability to influence project outcomes is greatest during the design phases. Therefore, it is crucial to collaborate with the users, while maintaining cost and schedule control. ***We do more than simply "monitor" the design process, we "lead" the project team in the execution of an effective and efficient design.*** We ensure involvement by the contractor, and their key major subcontractors. This allows for a buildable design, equipment that can be procured in a timely manner, and collaboration that continues through the construction phase. We also ensure the development and validation of cost estimates at key design milestones, followed by comprehensive review and validation by the entire project team.

Design Quality Assurance

Our project experts have a strong grasp of both the design requirements and preconstruction deliverables and use Construction Industry Institute (CII) Best Practices like Project Definition Rating Index, Independent Cost Estimates, and Constructability Reviews to help gauge quality throughout the design process. We routinely institute third party design peer reviews on key design components such as structural, mechanical, building envelopes, and low voltage systems to ensure the design represents the most effective approach, cost efficient solution, and technologically appropriate methodology.

In addition, we often employ "RediCheck," a systematic tool that uncovers conflicts, missing items, incorrect tags, and items requiring clarification within the final design documents. Although these items often appear minor, they can yield issues with submittals, delay schedule, and lead to required rework. ***On our recent Permian Basin Behavioral Health project, this process uncovered 500+ items requiring correction, thereby avoiding numerous RFI's and possible incorrect initial installations.*** The A/E (DOR) was very appreciative of this process.

Value Engineering

Broaddus & Associates considers Value Engineering as ongoing from start of planning through project closeout resulting in overall best value for the Owner. Being proactive from the start keeps all phases of design as budget and costing exercises and assures a continuum for educated decision making. More commonly Value Engineering happens at the end of design and can result in lower value decisions making owners compromise over elements of design. ***Proactive design coordinated with the support of the general contractor can result in "Best Value" for the owner.***

Over the past 25 years, our firm's documented value added has been twice that of our fee.

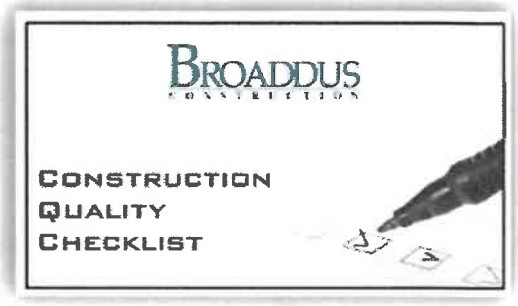
Project Definition Rating Index (PDRI)

As part of our Quality Assurance Program, we will conduct PDRI sessions during program and design. The PDRI system is a Construction Industry Institute (CII) Best Practice as a means of describing critical elements in the scope definition package (Program).

PDRI is used to quantitatively score how successful program requirements are being integrated into the facility designs. Projects with early clear definition and documentation of owner goals are more likely to remain on budget and schedule. We are currently leading PDRIs for multiple healthcare projects, and the systematic approach and the results are used collaboratively by all project stakeholders to improve project outcomes. This process tool leads to improved projects, complete planning and design documents, and gives the entire project delivery team an understanding of key risks as early as possible.

With both processes described above, we require the design team to maintain a dynamic report that tracks these issues to resolution.

Construction Quality Assurance



There are several aspects to a project's quality control program. There are 3rd party inspection consultants such as material testing, commissioning, firestopping inspectors, Stormwater Pollution Prevention Plan (SWPPP) inspections, etc., as well as inspections performed by AHJ. We take the lead in coordinating these efforts, ensuring they are carried out satisfactorily, and reporting results to the owner. In addition, our full-time construction inspectors will provide observation and documentation of the contractor's work.

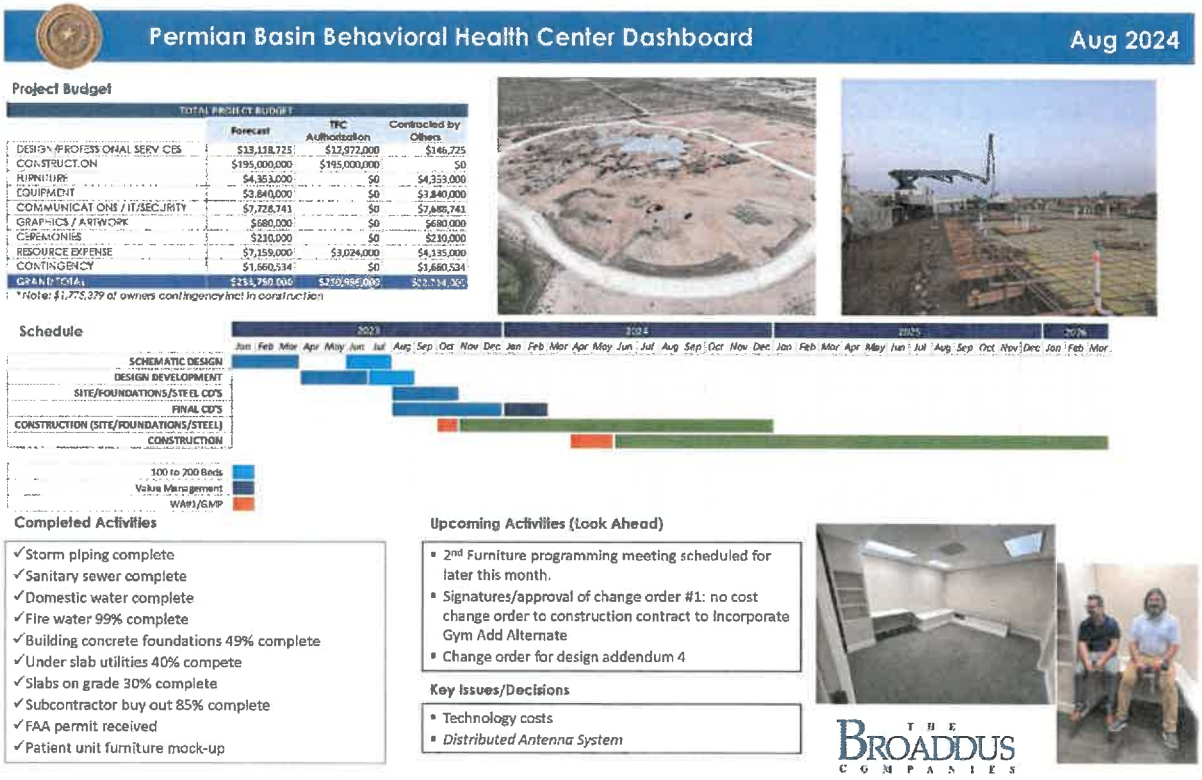


However, the most important component of a project's QA/QC program is the contractor's project specific Quality Control Program (QCP). A successful QCP has the contractor anticipating, finding, and resolving issues before owner inspectors uncover. It is our Best Practice to require a detailed, applicable CQC plan inclusive of inspection processes and checklists, roles, and responsibilities, testing plans, preinstallation meeting requirements, site observation procedures, mockup requirements, commissioning, warranty period requirements, and reporting protocols. We require a cadence of reporting and discussion on execution of the plan. ***At every Architect, Owner, and Contractor (AOC) meeting a complete report on quality issues will be discussed.***

Updating the Owner

We routinely update and provide a Project Dashboard which has proven to be highly successful in providing owners, and often Board Members, with concise project statistics and information. An example dashboard is included as **Exhibit 5**, but dashboards typically include information on scope, budget, schedule, completed and upcoming activities, and key issues/concerns. These monthly updates provide both our Owner and executive leadership with an overview of project status, as well as early warning on any problems requiring resolution.

Exhibit 5. Project Reporting Dashboard Example



Project Closeout

We have a unique process (Transition to Operations) for ensuring facilities assets, equipment data, operations manuals, GIS locations, preventative maintenance plans, and as-builts are seamlessly transitioned into the owner's asset and maintenance management system. We institute this process early in the project, long before punch lists and commissioning.



Post-Disaster Damage Assessment

Our team is uniquely qualified to manage federal and state programs because we have gained valuable experience by working with cities, counties, and public entities recovering from a disaster. These projects give our firm established working relationships with the funding agencies. Current or past projects funded by CDBG and/or FEMA Public Assistance funds include harbor reconstruction, bulkhead replacement, pier replacement, fire stations, city halls, water and sewer systems, community centers, and schools. Broaddus & Associates has worked with the following programs:

- CDBG-DR
- Pre-Disaster Mitigation Grant Program
- HMGP
- Flood Mitigation Assistance Grant Program
- Economic Development Administration
- TWDB Programs
- USDA Assistance Programs
- Social Services Block Grant Funding
- Coastal Impact Assistance Program
- Various State Funding Resources
- FEMA Public Assistance Program
- FEMA-361 Emergency Shelter Funding
- Procurement Coordination

Our team will assist with the preparation of public procurement documentation and provide additional procurement assistance. We know what associated documentation will be needed at project closeout, and make sure that the procurement process is handled properly, so there is no risk of funding being de-obligated later.



Recent Accolades in the City of Port Aransas South Jetty Publication.

Managing Damage Assessments

Our team will facilitate project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating that will be the basis of each PW), and project submittals (draft and submit small and large project PWs to FEMA).

We completed more than 100 damage descriptions through the FEMA portal, and we are experienced in the ins and outs that go along with using this resource.

Grant Administration, Audits, & Monitoring

Our team will provide grant administration, monitoring, and internal auditing. To date, we have had zero funds de-obligated, and facilitated the initiation of several new grant programs, including the 428-pilot program used following Hurricane Sandy. We will leverage extensive experience utilizing all types of grant funds (i.e., HMGP 404, HMGP 406, CDBG, CDBG-DR, FEMA PA), and making them work together to meet the expectations of your long-term recovery strategy. ***We have completed more than 200 grant applications that total more than $2B in funding. We have the Benefit Cost Analysis software, and templates to expedite the grant application process.***



City of Clearwater | New City Hall | Clearwater, FL

FEMA Coordination & Management

Our team will assist with the administration of government program agencies, including FEMA and other federal, state, or local programs and projects contemplated by Project Worksheets. Since 2005, our team has been tasked with developing FEMA Project Worksheets in various states after federally declared disasters. Not only have we assisted various municipalities with FEMA, but we have also aided them in having other funding such as CDBG-DR, FHWA, Community Disaster Loans (CDL), EDA, USACE, HMGP 404 and 406, EPA, and Wildlife and Fisheries grants to help cover their local cost share. We will attend meetings with FEMA and other agencies in conjunction with and on behalf of the **City of Treasure Island**. We are already working with local representatives from FEMA, HUD, and other agencies; we know them and they know us. Currently we have built relationships with the FEMA PDM's working out of the Transitional Recovery Office.

Reporting Compliance

We will assist in responding to Requests for Information from FEMA and other agencies, so our team takes the burden off the **City of Treasure Island** with requests from funding agencies. Our team has completed and managed the quarterly reporting required by FEMA and HUD for many years. We are familiar with their needs and always supply the information in a timely manner.

Develop Recovery Programs

We will assist with developing program guidelines, policies, procedures, implementation plans, or other pertinent documents. Broaddus & Associates has extensive experience in creating Project Management Plans that are tailored for our clients to provide guidelines in all aspects of the program.

Project Worksheet Management

We will coordinate with your staff to obtain all costs and necessary backup documentation to develop, revise, and submit Project Worksheets. This documentation is key to ensuring project funding is obligated. Our document management system allows us to capture this information in one central location, so our client doesn't have to worry about having the supporting documentation needed for the project closeout.

Document Retention

Our proprietary project management and documentation retention system allows us to better manage our deliverables. It also serves as an integral tool for turning over all project documentation following close out to the owner to meet requirements of retaining data for any audit purposes. It uses a cloud-based system vs. having file cabinets and closets of documentation taking up space for years after closeout. Document retention is critical. Our project management system keeps all files up to date and organized, while all files are easily accessible in case of a FEMA or IG audit.

Allowance for Time Extensions

Our team will generate time extension requests to FEMA when necessary, so that eligibility is not forfeited. We have successfully requested numerous time extensions for our clients.

Cash Flow Management

We will provide reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received. Our documentation retention system and our knowledge of the FEMA Portal allows us to better manage these deliverables to our clients. This includes them knowing where things stand in the reimbursement process. We will track the status of FEMA and other agency reimbursement and serve as a co-liaison between FEMA/other agencies and local government. Our database tracking system allows us to monitor the funding of the client's recovery projects and from which sources those funds are coming from. We will also provide monthly reporting in an organized manner to show what has been reimbursed and what is left outstanding.

Insurance Claim Submission Tracking

We will assist with any future insurance claim submission and tracking in relation to projects submitted to FEMA and document the final amount of insurance proceeds applied to each project. We will ensure that those damages paid by the **City of Treasure Island's** insurance company are not requested for reimbursement again by FEMA, which aids in keeping funds from being de-obligated at closeout. Our dedicated insurance specialist handles claims, while providing knowledge of the entire disaster recovery process; this specialist is well-versed in negotiating the best deal with insurance companies on our client's behalf. In addition, we have an appeals specialist on standby should we need any legal documents filed and/or questions regarding legal issues related to disaster recovery.

Communication

We will keep the **City of Treasure Island** well informed by holding weekly status meetings, so you will never have to wonder where we stand on deliverables. This includes updates on the reimbursement process to allow for cash flow planning.

> ***We just got out of a meeting with FEMA & the Port Aransas team. I want you to know how squared away your guys are. The Broaddus & Associates team anticipated everything FEMA threw at them and by the time the meeting was done, I felt confident that your guys had FEMA on board with us. Thanks so much, I can't imagine trying to do this without y'all.***
>
> **Scott Burroughs**
> **Police Chief | City of Port Aransas**

Our documentation retention system and our knowledge of the FEMA Portal allow us to better manage this communication. We also know damaged entities have constituents to answer in a recovery; we help them get those answers and to know what is going on in their recovery, including monthly council updates.

FEMA Public Assistance Funding

We will provide ongoing guidance to maximize FEMA Public Assistance funding by guiding the **City of Treasure Island** all the way through project closeout activities and providing our experience and firsthand knowledge to make sure we capture all reimbursables while maximizing grant programs to assist with the match money the **City of Treasure Island** is responsible for contributing.

Maximizing Public Assistance & Post-Disaster Mitigation Section-406 Funding

We will proactively look for additional opportunities for funding for the **City of Treasure Island**. We won't stop at the PA funding assistance provided by FEMA; we will continue to find the funding for mitigation activities to help build a safer, stronger community for future disasters. We will assist the **City of Treasure Island** all the way through closeout activities in the recovery process and leverage our experience and first-hand knowledge to make sure we capture all reimbursable activities, while maximizing grant programs.

Managing the Appeals Process

We will facilitate the submission of appeals to FEMA and other federal, state, and local agencies. This includes assistance with getting the necessary legal documents for proper filing. Our team has successfully won appeals for the **City of Treasure Island**, with several more ongoing.

Project Closeout Management

Our team has completed many closeout processes for various clients. By utilizing our document retention system, we have had no de-obligation of funds to date. We take the burden from searching for documentation, and we have a proactive approach to making sure the correct documentation is submitted to mitigate the effort and time required to closeout programs.



Experience Applying For & Managing Federally Funded Projects

Our proposed methodology to assist the **City of Treasure Island** is based on our specific experience with providing the scope of services indicated in this RFP. Our team understands the unique nature of these services and the level of urgency they require. Our experience managing the recovery of natural disasters is a testament to our ability to meet the needs outlined in this RFP. We have significant experience in dealing with the complex coordination required with procuring and administering emergency funds from FEMA and other federal resources.

Owner Advisor Services

The role of the owner's Project Manager is extremely important in achieving project success. ***For more than 25 years we have pursued our purpose, "To advocate for owners and dramatically improve the building process."***

Serving as owner's representative and project manager is our firm's core competency, we are not an A/E firm or contractor offering Owner Advisor services. ***We have served in this role managing more than $18B in projects for institutional owners nationwide.***

Architects and contractors are very capable of their individual responsibilities, and unlike project managers their responsibilities are limited to one component of the entire project. A project manager, however, is involved from the early planning phases through move-in and warranty period. The project manager will assist in developing the entire scope of the project based on client objectives and is focused on the client's best interest. Because architects and contractors are charged with specific responsibilities, it can be more difficult for them to step back and take a more strategic view of the project from the owner's perspective. Architects, engineers and contractors can sometimes dictate means and methods as a project manager, significantly increasing the owner's risk. Research has shown that the owner's Project Manager is as important as having a good architect or contractor.

Capital Project Management

Our firm has significant experience with managing capital improvement programs that include staggered or concurrent schedules on a diverse set of projects. These programs have ranged from an ongoing $6B program for the University of Texas MD Anderson Cancer Center to disaster recovery programs with dozens of projects for local governments.

We understand the importance of the role of project manager in Capital Improvement Programs by engaging various stakeholder groups, aligning budgets, managing schedules, and coordinating multiple project delivery teams.

> ***The City of Port Aransas hired The Broaddus Companies because they are fully acquainted with the ins and outs of the federal/state programs and funding. The good news is, because of the great difficulty with FEMA, we have Broaddus consultants who have an excellent background, working for FEMA in the past, in dealing with the FEMA bureaucracy and know how to get around the stumbling blocks.***
>
> **Charles Bujan**
> **Former Mayor of Port Aransas**

Below we have listed a few examples of programs we've managed for local government entities along with the various projects managed. We will leverage this experience to serve the interests of the **City of Treasure Island**.

- ***City of Gulfport, MS***
  - Police Headquarters & Municipal Courts Complex
  - 9 Fire Station Projects
  - Historic Restoration of City Hall & 2 Annex Support Facilities
  - 7 Community/Recreation Center Projects
  - 2 Historic Building Restoration/Replacements
  - 2 Public Works Facilities
  - New Leisure Services Administration Building
  - Harbor & Waterfront Restoration
  - Centennial Museum
- ***City of Port Aransas, TX***
  - Public Safety Complex
  - Fire & EMS Station
  - Multiple City Parks
  - Harbor Master Building
  - Roads, Gas Lines, & Other Infrastructure
  - Public Works Building
  - Replaced 3 Recreational Fishing Piers
  - Repaired & Hardened 2 Ship Channel Bulkheads
  - Nature Preserve Restoration



City of Port Aransas | Harbor Master Building | Port Aransas, TX

- ***Haltom City, TX***
  - City Hall
  - Public Safety Center
  - Fire Station
- ***City of Long Beach, MS***
  - Fire Station / HMGP Shelter
  - City Hall
  - Harbor Fuel Dock Repairs & Dredging
  - Pier Repair
  - Bulkhead Installation & Repairs
  - Harbor Master Building
  - Infrastructure & Road Repairs
- ***Tarrant County, TX***
  - Law Enforcement Training Center
  - Lon Evans Corrections Center
  - Vandergriff Civil Courts Building
  - Medical Examiner's Office
  - ARPA Infrastructure Enhancement Program
- ***City of Pass Christian, MS***
  - City Hall Municipal Complex
  - Library
  - Police Station & Emergency Operations Center
  - Historic Randolph School/Senior Citizens Center
  - Gymnasium / HMGP Shelter
  - Public Works Garage
  - Harbor Master Office Building
  - Fleitas, War Memorial, & Church Ave. Parks
  - 2 Fire Stations
- ***Hays County, TX***
  - Government Center
  - Law Enforcement Center
  - Precinct 2 Office Building
  - Road & Bridge Expansion Program









Tab 8. Certified Small & Minority Business, Women Business Enterprise

1. Certifications

Broaddus & Associates is a Service-Disabled, Veteran-Owned Small Business.

Safework, Inc. is a certified woman-owned DBE/SBE.

2. Associations & Memberships

Attachment 1. Resumes of Key Personnel



MIKE MONREAL, P.E.

Executive Support

Mr. Mike Monreal, P.E., is a proven leader in the healthcare industry with more than 32 years of relevant experience in the management of billion-dollar, globally diverse, multi-site construction programs, and facilities. He is a proactive problem solver with impeccable integrity who consistently builds winning teams. Mr. Monreal has vast experience with major construction programs, program development, the National Environmental Policy Act, and National/SHPO. In addition, Mr. Monreal served in the U.S. Navy, rising to several significant leadership roles in the Naval Facilities Engineering Command (NAVFAC).

Years of Experience

Total: 32
With Broaddus & Associates: 5

Education

Master of Engineering, Civil Engineering, Texas A&M University

Bachelor of Science, Civil Engineering, Texas A&M University

Associate of Arts, Spanish, Defense Language Institute

Executive Business Program, Organizational Management, Stanford University

Registrations/Recognition

Professional Engineer: VA, No.: 0402037081

Top Secret Clearance

Awarded the Bronze Star Medal

Relevant Project Experience

- **City of Rockport | City Hall | $23M | Rockport, TX**
- **Aransas County | Courthouse & Downtown Anchor Annex | $28M | Rockport, TX**
- **City of Port Aransas | Hurricane Harvey Disaster Recovery Program | $123M | Port Aransas, TX**
  - **Public Safety Complex**
  - **Fire Station**
  - **Harbor Master Building**
  - **Nature Preserve at Charlie's Pasture**
  - **Gas Line Infrastructure**
  - **Pier & Bulkhead Program**
- **Amory School District | Disaster Recovery Program | $33M | Amory, MS**
- University Health | Program Management Services | San Antonio, TX
  - Women's & Children's Hospital | $838M
  - Palo Alto Community Hospital | $787M
  - Retama Community Hospital | $746M
  - Wheatley Public Health Center | $11M
  - Vida Public Health Center | $29M
- Wilson County | Law Enforcement Center | $12M | Floresville, TX
- University of Texas at San Antonio | Guadalupe Hall | $44M | San Antonio, TX
- University of Texas at San Antonio | Science & Engineering Building | $95M | San Antonio, TX
- Southwest Research Institute | Campus Capital Improvement Program | $329M | San Antonio, TX
- Naval Construction Battalion Center | Branch Health Medical-Dental Clinic | $22M | Gulfport, MS
- United States Marine Corps | Base Hawaii Outpatient Clinic | $90M | 96,870 SF | Hawaii



RAFAEL "PETE" PAZOS, P.E., TS/SCI

Executive Support

Mr. Pete Pazos has more than 31 years of experience in engineering, construction, team building, planning, project/program management, public engagement, and partnership development with industry and the public sector. He has managed and led large and diverse organizations delivering multi-billion-dollar programs globally with emphasis in the Far East and Latin America. He has been successful at working with contractors, Department of Defense, International, and Interagency partners to achieve positive results. Mr. Pazos has attained success by focusing on creating effective teams, leveraging innovation and process improvement, continually seeking strong partnerships with clients and stakeholders, and aligning results to fit the organization's goals and objectives.

Years of Experience

Total: 31
With Broaddus & Associates: 4

Education

Master of Science, Latin American Securities Studies, Inter-American Defense College

Master of Arts, School of Advanced Military Studies, Army Command & Staff College

Master of Science, Engineering Management, Missouri University of Science & Technology

Bachelor of Science, Mechanical Engineering, Virginia Tech

Registrations/Certifications

Licensed Professional Engineer: Virginia (#0402039489)

Complete Spanish Fluency (Spoken & Written)

U.S. Government, Top Secret/SCI

Relevant Project Experience

- **City of Rockport | City Hall | $23M | Rockport, TX**
- **Aransas County | Courthouse & Downtown Anchor Annex | $28M | Rockport, TX**
- **City of Port Aransas | Hurricane Harvey Disaster Recovery Program | $123M | Port Aransas, TX**
  - **Public Safety Complex**
  - **Fire Station**
  - **Harbor Master Building**
  - **Nature Preserve at Charlie's Pasture**
  - **Gas Line Infrastructure**
  - **Pier & Bulkhead Program**
- **Amory School District | Disaster Recovery Program | $33M | Amory, MS**
- **City of Clearwater | New City Hall | $35M | 40,000 SF | Clearwater, FL**
- **City of Clearwater | Municipal Services Building Renovation | $10M | 66,000 SF | Clearwater, FL**
- Texas Facilities Commission | Border Infrastructure & Support Program Manager Initial Phase Services
- Executive Director for Military Programs | Headquarters, U.S. Army Corps of Engineers | Washington, D.C.
  - Synchronized and supported Army Corps military and international operations delivering a program consisting of $38B of worldwide contract execution of the design, construction, real estate, environmental, and installation support programs for the Army, Air Force, other Defense agencies, Federal and state agencies, and foreign governments.
  - USACE's Chief of Staff (Chief Operating Officer) established the team building the US Border Wall ($10B program).



JONATHON HEINTZ

Project Director

Mr. Jonathon Heintz has more than 28 years of experience in planning, program management, project management, construction management, safety supervision, engineering design, quality assurance, contracting, energy management, finance, budgeting, and cost estimating.

He has led teams successfully completing projects in more than 70 countries. He is a polished communicator with strong interpersonal skills.

Years of Experience

Total: 28
With Broaddus & Associates: 2

Education

Associate of Science, Mechanical/Electrical Technologies, Coastline Community College

Associate of Science, Vocational Technical Instructor, Coastline Community College

Associate of Applied Science, Department of State

Registrations/Certifications

Defense Acquisition Professional/ Level I

Electrician Journeyman, Department of Labor

Relevant Project Experience

- **City of Clearwater | New City Hall | $35M | Clearwater, FL**
  - **Project Manager. Broaddus & Associates is currently providing owner support for Clearwater's New City Hall.**
- **City of Clearwater | Municipal Services Consulting | $10M | Clearwater, FL**
  - **Broaddus & Associates is currently providing owner support for Clearwater's Municipal Services Building (MSB) Renovations projects.**
- Viking Electric | $3M | Mankato, MN
  - Project Specialist. Provide Electrical sales support, power systems design, Lighting designs, controls designs, quotes, project management, submittals, and close out of design and design build projects for clients across Midwest.
- Construction Manager | Naval Facilities Engineering Command (NAVFAC) | $1.9B | Public Works | Bahrain
  - Project & Construction Manager. Filled several vacant positions, at one time, within the largest overseas Military Construction Program (MILCON) the Department of Defense (DoD) has had in the last 40 years. Responsible for the day-to-day reporting and overall construction/contract acceptance of $1.9B worth of facilities and utilities.
- Chief, Engineering Services Office| Department of State | $10M | Springfield, VA
  - Project Manager. Responsible to the Regional Security Officers of assigned embassies and consulates throughout the continent of Africa.



JASON RUPE, CCM, LEED AP BD+C

Construction Project Manager

Mr. Jason Rupe has more than 20 years of experience in domestic and international project management and construction. Skilled in technology, team building, and communications resulting in strong business relationships. Mr. Rupe is a highly effective leader with a proven history of completing project goals safely, on time, within budget constraints and quality assurance, adding value to organizations. These services include property condition evaluations, construction observations, and compliance reviews. His consulting experience includes comprehensive reviews of design documents for planned new construction; development budget review; contract and permit review; and acting as the owner's representative during the construction of those properties.

Mr. Rupe has extensive experience managing and performing Property Condition Assessments, including surveys to identify material, and building systems, and assess defects and aged systems and their cost implications. His experience with facility evaluations includes site development, pavements, foundations and structures, exterior walls and windows, roofing, interior finishes, vertical transportation, mechanical, electrical, and plumbing systems, fire protection and life safety, and handicap accessibility.

Years of Experience

Total: 20
With Broaddus & Associates: 1

Education

Master of Education, Career Technical Engineering, Kent State University

Bachelor of Architecture, University of Illinois at Chicago

Registrations/Certifications

Defense Acquisition University Contracting LVL 1

Defense Acquisition University Contracting Officer's Representative (COR) CCM Certified

PMI Project Management Certification (pending)

40-hour EM 385 1.1

30-hour OSHA

CSI Certified Construction Contract Administration (CCCA)

LEED Associate

LEED AP BD+C

Relevant Project Experience

- **City of Clearwater | New City Hall | $35M | 40,000 SF | Clearwater, FL**
- **City of Clearwater | Municipal Services Building Renovation | $10M | 66,000 SF | Clearwater, FL**
- U.S. Embassy | New Embassy Compound | $420M | Guatemala City, Guatemala
  - New embassy campus includes a Chancery, Marine Security Guard residence (MSGR), support facilities, and facilities for the Embassy community. The gross area is on a 9.4-acre site.
- U.S. Embassy | Marine Security Guard Residence | $2M | San Jose, Costa Rica
  - Project management of a design/build for the conversion of an existing residence to an MSGR.
- VA | Tripler Veterans Hospital | $11M | Honolulu, HI
- Hawaii Department of Transportation | Daniel K. Inouye International Airport | $23M | Honolulu, HI
  - Traffic and parking study, and new pedestrian bridge to terminal. Modernize lobby, corridors and restrooms and four family lavatories.
- Hazleton Area School District | 1926 Collegiate Gothic School Renovation | $22.5M | Hazleton, PA
- Wellsboro Area High School | $20M | Wellsboro, PA
  - New Construction, 126,000-SF High School Building/Vocational Facility.



ROB MCCHAREN, RA

Project Manager

Mr. Rob McCharen has more than 25 years of experience leading, directing and managing organizations responsible for the following: facilities engineering, environmental engineering & management, facilities maintenance & repair, construction services, equipment acquisition, quality assurance, and warehouse & supply operations. Applied a combination of internal engineering resources and contract services to develop and execute short, medium, and long-term facility and equipment modernization plans supporting installation mission operations. Planned, programmed, budgeted, defended and executed annual budgets up to $50 million in support of organizational operations. An outstanding team builder and operationally focused innovator that develops leaders, fosters trust, achieves sustained improved performance, and calmly leads during crisis.

- ***Disaster Recovery Management***
- Program/Project Management
- Design & Construction
- Strategic Planning
- Stakeholder Management
- Critical Thinking & Problem Solving

Years of Experience

Total: 25
With Broaddus & Associates: 1

Education

Master of Urban & Regional Planning (MUP) – Emergency / Disaster Management, Texas A&M University

Bachelor of Environmental Design, University of Houston

Bachelor of Architecture (BArch), Construction Management, University of Houston

Associate of Arts, General Studies, Campbell University

Registrations/Certifications

Registered Architect, State of Texas: No.: 21513

DAWIA Acquisition – Contracting Officer, Defense Acquisition University

Environmental Hazard Management, Texas A&M University

Relevant Project Experience

- Deputy Assistant Operation Officer | Navy Expeditionary Combat Command (NECC) | Joint Expeditionary Base Little Creek – Fort Story, VA
  - **Managed the DSCA program in Emergency Management.**
  - Responsible for the daily current operations, tasking and periodic reporting requirements of nine subordinate commands and three Combined Task Forces accounting for 412 active and reserve units and 20K personnel across the globe. Drove the establishment of the Navy Expeditionary Command Force Operations Center and command battle rhythm. Refined the delivery of products and standardized reporting across the chain of command.
- Public Works Officer | Naval Facilities Engineering Command (NAVFAC) Southeast | Meridian, MS
  - **Led the infrastructure recovery after several major storms and tornado activity in the area.**
  - Directed and managed a multi-disciplinary staff of over 90 military and civilian engineers, contracting officers, project managers, plant operators, and facilities management professionals responsible for construction and facility support for 16 major commands spread over 12,000 acres with a plant replacement value of $1B. Executed $50M of construction/service contracts and managed a $15M operations and maintenance budget annually. Led the senior managers supporting all Capital Improvement designs, construction, consultation, as well as other business line support.



JACQUE JUDY

Cost Estimating

Mr. Jacque Judy serves as Chief Estimator for Broaddus & Associates. He provides estimates for projects in a variety of stages, establishes budgets with owners/clients, develops project scopes, and coordinates team efforts with owner/client guidelines. He has the unique ability to provide conceptual estimates during planning and early design with great accuracy and reliability.

Years of Experience

Total: 28
With Broaddus & Associates: 17

Education

Bachelor of Science, Construction Engineering, Arizona State University

He leads our approach to the technical services process to accurately establish and maintain project budgets, develop project design within budget restraints, and supervises the timely completion of all pre-construction activities. During final bid preparation, he works closely with the project team to maximize participation by local, qualified trade contractors and facilitates an orderly transfer to field operations. He will continue to stay involved with the project as necessary throughout the course of construction.

Relevant Project Experience

- **City of Clearwater | New City Hall | $35M | 40,000 SF | Clearwater, FL**
- **City of Clearwater | Municipal Services Building Renovation | $10M | 66,000 SF | Clearwater, FL**
- **City of Rockport | City Hall | $23M | Rockport, TX**
- **Aransas County | Courthouse & Downtown Anchor Annex | $28M | Rockport, TX**
- **City of Port Aransas | Hurricane Harvey Disaster Recovery Program | $123M | Port Aransas, TX**
  - **Public Safety Complex**
  - **Fire Station**
  - **Harbor Master Building**
  - **Nature Preserve at Charlie's Pasture**
  - **Gas Line Infrastructure**
  - **Pier & Bulkhead Program**
- **Amory School District | Disaster Recovery Program | $33M | Amory, MS**
- Comal County | New Jail & Sheriff's Office Renovation | 155,000 SF | $76M | New Braunfels, TX
- Bastrop County | Emergency Services District No. 2 Fire Station #4 | $4.2M | Bastrop, TX
- City of Buda | Bond Program Management | 69,000 SF | $32M | Buda, TX
- Edwards Aquifer Authority | Headquarters Building | San Antonio, TX
- Williamson County | Criminal Justice Center & Garage | 440,148 SF | $50.8M | Georgetown, TX
- Williamson County | Historic Courthouse Restoration | 36,669 SF | $10.3M | Georgetown, TX
- Tarrant County | Lon Evans Correction Center | 183,052 SF | $112M | Fort Worth, TX
- Tarrant County | Medical Examiner's Office | 61,095 SF | $28M | Fort Worth, TX
- Hays County | Government Center | 232,000 SF | $74M | San Marcos, TX
- City of Lakeway | Municipal Facilities Expansion & Renovation | 200,000 SF | $4.2M | Lakeway, TX
- City of Austin | City Hall Project Delivery Consulting Services | $56.7M | 115,000 SF | Austin, TX
- City of Gulfport | Post-Katrina VA Building Assessment | Downtown Façade Program ($4.4M) | Robert J. Curry Public Safety Center | 76,000 SF | $28M | Gulfport, MS
- City of Gulfport | Jones Hardy Building Repairs | 15,332 SF | $1.3M | Gulfport, MS
- City of Gulfport | Robert J. Curry Public Safety Center | 76,000 SF | $28M | Gulfport, MS



LEO WOOD
Senior Project Manager

Mr. Leo Wood serves as a Senior Project Manager for Broaddus & Associates and is responsible for the project's budget, schedule, and quality. He interfaces with client user groups, client planning and facilities staff, designers, contractors, and code officials to ensure the project budget, schedule, and quality goals are all achieved. **Mr. Wood has managed more than $100M in disaster recovery projects for the City of Louisville and Winston Medical Foundation in Winston County, MS. In addition, he has facilitated and managed more than $200M in disaster recovery through insurance and grants such as the Hazard Mitigation Grant Program (HMGP), Community Development Block Grant (CDBG), & Mississippi Department of Archives & History (MDAH).**

Years of Experience
Total: 35
With Broaddus & Associates: 12

Education
Associate in Aviation Business Management, Community College of the Air Force, Keesler AFB

Mr. Wood has managed more than $150M and more than 3-million cubic yards of debris since Hurricane Katrina. Previously, he managed the disaster recovery projects for the Town of Smithville, Monroe County School District, Access Family Health Services, the City of Moss Point and the Jackson County Board of Supervisors. Prior to that, he served as the public assistance branch director in Jackson County for the Mississippi Emergency Management Agency (MEMA). Mr. Wood performed grant management/facilitation for MEMA with recovery efforts exceeding $1B. His services included sub-grantee applicant advocacy, working as a liaison between MEMA, FEMA, and applicants, creating detailed damage assessment and scopes of work, reviewing project plans for technical accuracy, providing customer service in government, grant management from request for public assistance to payment and applicant closeout by FEMA and the State of Mississippi. Applicants included the Jackson County Board of Supervisors, City of Ocean Springs, City of Pascagoula, City of Moss Point, Jackson County School District, Pascagoula School District, Jackson County Port Authority, and the West Jackson County Utility Department.

Relevant Project Experience

- **City of Hattiesburg | Disaster Recover | $7M | Hattiesburg, MS**
- **City of Live Oak | Live Oak Disaster Management Services | $4.6M | Live Oak, FL**
- **City of Port Aransas | Disaster Recovery Program | $110M | Port Aransas, TX**
- City of Gulfport | Municipal Facilities | $78M | Gulfport, MS
- **Winston Medical Center | Tornado Recovery | $40M | Louisville, MS**
- City of Louisville | Winston Plywood & Veneer Plant | 360,000 SF | $100M | Louisville, MS
- **Itawamba Community College | FEMA 361 Shelter/Band Hall | 27,000 SF | $7M | Fulton, MS**
- **City of Live Oak | Disaster Management Services | $4.6M | Live Oak, FL**
- **FEMA-361 Dome Shelters | Hatley/Hamilton Attendance Center | $2.2M | Hamilton & Amory, MS**
- **Monroe County School District | Monolithic Dome PE Gymnasium/FEMA-361 Shelter | $15M | Smithville, MS**
- **Senatobia School District | Safe Room | 11,800 SF | $1.3M | Senatobia, MS**
- **Forrest County School District | Safe Room Projects | 43,233 SF | $9.7M | Forrest County, MS**



ERIC KUNTZ

Executive Support

Mr. Eric Kuntz, Senior Director of Homeland Security and Emergency Management, with Safework has more than 26 years of experience providing program and project management, compliance, risk and fiscal management, strategic development, disaster response and recovery and process improvement for private and government clients. Eric's experience includes federally funded disaster recovery programs, including compliance with FEMA funding, DHS Grants, Pandemic funding and other federal agencies including FHWA, NRCS and USACE.

Relevant Project Experience

- **Subject Matter Expert and Policy Advisor | Division of Emergency Management (FDEM) | Hurricanes Irma & Michael | State of Florida**
- **Policy Advisor | Division of Emergency Management (FDEM) | Hurricane Ian | State of Florida**
- **Project Executive | Louisiana Severe Winter Weather**
- **Policy Advisor | Emergency Management Division (IEMD) | State of Iowa**
- **Policy Advisor | Emergency Management Agency (MEMA) | State of Massachusetts**
- **Senior Vice President of Compliance | Plexos Group LLC | Private Sector Consulting Experience**
- **State Coordinator of Recovery | Texas Division of Emergency Management**
- **Planning Section Chief | Department of Homeland Security – FEMA Region VI, Louisiana Recovery Office**

SAFEWORK

Years of Experience

Total: 26

Education

Master of Business Administration, Concordia University

Bachelor of Science, Business Administration, Southeastern Louisiana University

Certifications

- ✓ FEMA Advanced Professional Development Series
- ✓ FEMA Professional Development Series
- ✓ ICS 100, 200, 300, 400, 700, 800

Clearance

- ✓ Department of Homeland Security – FEMA: Public Trust, Active
- ✓ Department of Defense - Top Secret, Inactive
- ✓ Department of Homeland Security – Secret, Inactive



LAUREN BENOIT WILLIAMS

Public Assistance

Mrs. Lauren Williams, the Public Assistance Director of Homeland Security and Emergency Management with Safework, has more than 14 years of customer service and management experience with 7 years of experience providing program and project management, compliance, risk and fiscal management, strategic development, disaster recovery and process improvement for private and government clients. Lauren's experience includes federally funded disaster recovery programs, including compliance with FEMA funding, Management Cost funding, Pandemic funding, and other federal agencies.

SAFEWORK

Years of Experience

Total: 14

Education

Bachelor of Science, Animal Science, Louisiana State University

Certifications

- ✓ FEMA Professional Development Series: IS100.C, IS-120.C, IS-200.C, IS-230.D, IS-235.C, IS 240.B, IS-241.B, IS-242.B, IS-244.B, IS-253.A, IS-393.B, IS-634, IS-700.A, IS-700.B, IS-775, IS-800.D, IS-907, IS-1000, IS-1001, IS-1002, IS-1004, IS-1005, IS-1006, IS-1007, IS-1008, IS-1009, IS-1010, IS-1016, IS-1023, IS-1026, IS-2200
- ✓ Completed all State of Louisiana (GOHSEP) continuing education requirements for FEMA programs.
- ✓ CDBG Training Modules 1-6, HUD Exchange

Relevant Project Experience

- **Subject Matter Expert and Policy Advisor | State of Florida, Division of Emergency Management (FDEM) | Hurricanes Irma & Michael**
  - Supported Florida Division of Emergency Management for federal grant administration.
- **Project Manager | Multiple Clients Within Louisiana**
  - Hurricane Laura impacted the coast of Louisiana as a Category 4 hurricane causing extensive damage throughout the state. Performed grant coordination, financial and programmatic compliance, and technical assistance.
- **Disaster Recovery Specialist II | IEM | Hurricane Maria and 2020 Earthquake Damages | San Juan, Puerto Rico**
  - Supported the recovery for the Puerto Rico Electric Power Authority (PREPA) electrical grid.
- **Recovery Division Associate | Hagerty Consulting | City of Gulf Shores and Baldwin County, Alabama | Hurricane Sally**
  - Oversaw $2.2M in obligated funds, with $550K being paid out to the City.
- **Recovery Division Associate | Hagerty Consulting | Leon County, Florida | COVID-19**
  - Provided technical support for clients nationwide to understand the complexities of COVID-19 policy and leverage PA funding.



CANDICE SHEALEY, CEM

Hazard Mitigation

SAFEWORK

Ms. Shealey has ten years of experience in emergency management, providing experience with multiple federally declared disasters in South Carolina ranging from floods, hurricanes, and tornadoes to pandemics and civil unrest. Candice participated in several full-scale exercises that combined various types of events to include radiological, earthquake, and cyber-attacks on both a state and national level, as well as several nuclear facility and FERC dam exercises and drills across the state. She gained a holistic knowledge on federal grant processes and requirements through various roles and deployments through the Emergency Mutual Aid Compact (EMAC) to Hawaii to assist with the severe flooding and landslides and the 2018 Kilauea volcano eruption. Candice completed multiple FEMA courses to expand knowledge of the National Incident Management System and Incident Command System.

Years of Experience

Total: 14

Education

Bachelor of Arts, Disaster & Emergency Management, Colombia College

Clearance

✓ Department of Homeland Security – FEMA: Public Trust, Active

Relevant Project Experience

- **Mitigation Director | Safework**
  - Focus on Building Resilient Infrastructure in Communities (BRIC) Program, the Hazard Mitigation Grant Program, and the Flood Mitigation Assistance Program
- **Mitigation Planner IV | Tetra Tech**
  - As a planner, support the development of several Hazard Mitigation Plans (HMPs) by creating hazard profiles, to include dam failure to meet High Hazard Potential Dam (HHPD) requirements outlined by FEMA
- **State Hazard Mitigation Officer | South Carolina Emergency Management Division (SCEMD)**
  - Review all grant approval documents for eleven disasters that resulted in Hazard Mitigation Grant Program (HMGP), four Pre-Disaster Mitigation (PDM) grants, and three Building Resilient Infrastructure and Communities (BRIC) grants totaling approximately $250M.
- **Hazard Mitigation Manager | South Carolina Emergency Management Division (SCEMD)**
  - Review all grant approval that resulted in Hazard Mitigation Grant Program (HMGP) grants totaling more than $150M. Provide input to update grants portal to be more efficient and accurately reflect statuses of projects and grants.
- **Hazard Mitigation Grant Coordinator | South Carolina Emergency Management Division (SCEMD)**
  - South Carolina HMC for grants regarding nine disasters that resulted in Hazard Mitigation Grant Program (HMGP) funding. Interpret FEMA's Hazard Mitigation Assistance Guidance, 44 Code of Federal Regulations (CFR), and 2 CFR for specialists and sub-applicants or sub-recipients.

Attachment 2. Safework Proposal Form

JOINT VENTURE

State of Organization: California

Date of Organization: 1992

Form of Organization: C Corp

Joint Venture Managing Partner

- Name: Rebecca Jones, Owner
- Address: 180 N. Riverview Dr., Suite 170
  Anaheim, CA 92808

Joint Venture Managing Partner

- Name: Domingo Camarano, Chairman and CEO
- Address: 180 N. Riverview Dr., Suite 170
  Anaheim, CA 92808

Joint Venture Managing Partner

- Name: Keith Kajiya, President
- Address: 180 N. Riverview Dr., Suite 170
  Anaheim, CA 92808

RESPONDENTS GENERAL INFORMATION

Type of License: Stock Corporation-CA-General

License Number: 1702376

Years of Business under License Number: 32

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

Primary type of work your company performs: Professional Services in Transportation, Municipal, Education, and Homeland Security in the US

Number of people permanently employed: 120+

Is this organization an equal employment opportunity employer? Yes

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?

☑ YES ☐ NO *If yes, include Attachment in this Section*

RESPONDENTS 3 REFERENCE PROJECTS *(highlighting projects within last 8 years)*

Company Name: AtkinsRealis / FDEM
Address: Tampa Office: 9280 Bay Plaza Blvd, Tampa, FL 33619
Telephone Number: 970-372-7733
Contact Person: Jamelyn Trucks
General Scope: Public Assistance, Technical Assistance, Grant Management

Company Name: RSM / FDEM
Address: Tampa Office: 1001 Water Street Suite 500, Tampa, FL 33602
1153 Telephone Number: 321-508-1895
Contact Person: Jill Reyes / FDEM
General Scope: Public Assistance, Technical Assistance, Grant Management

Company Name: Hamilton County
Address: 1153 US Hwy 41 NW, Suite 2, Jasper, FL 32052
Telephone Number: 386-792-6639
Contact Person: Gary Godwin
General Scope: Public Assistance, Technical Assistance, Grant Management

1. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise (DBE):

Minority Business Enterprise (MBE):

Woman Owned Enterprise (WBE): City of Austin (TX) WBE - V00000919556
State of Texas SBA WBE - 804529016

Small Business Enterprise (SBE): Los Angeles County SBE - 087746
State of California SBE - 095574

Other (_____):

Austin, TX (Headquarters)

College Station, TX

Dallas / Ft. Worth, TX

El Paso, TX

Hattiesburg, MS

Houston, TX

McAllen, TX

Tupelo, MS

San Antonio, TX

Washington, DC

800.786.8689
BroaddusUSA.com

THE BROADDUS COMPANIES

We exist to advocate for owners and dramatically improve the building process

Tab 3. Required Forms

1. Proposal Sheet

SUBMITTED BY:

Official Name of Firm:	Broaddus & Associates
Address:	1301 S. Capital of Texas Hwy., Suite A-302
	Austin, TX 78746
SUBMITTED TO:	City of Treasure Island
SUBMITTED FOR:	RFP No.25-011 Disaster Financial Recovery Consultant Services

RESPONDENTS CONTACT INFORMATION:

Contact Person:	Pete Pazos, P.E.
Title:	Regional Vice President
Phone:	571.364.3286
Email:	PPazos@BroaddusUSA.com

AFFILIATED COMPANIES:

Name:	Broaddus Planning, Broaddus Defense, & Broaddus
	Construction
Address:	1301 S. Capital of Texas Hwy., Suite A-302
	Austin, TX 78746

TYPE OF ORGANIZATION (select one):

CORPORATION

State of Incorporation:	Texas
Date of Incorporation:	January 25, 2001
Executive Officers	
-Chief Executive Officer:	James Broaddus, Ph.D., P.E.
-President:	Scot Sanders, P.E., CEM
-Vice President(s):	Pete Pazos, P.E.
-Treasurer:	Scott Broaddus

RESPONDENTS GENERAL INFORMATION

Type of License: State of Florida

License Number: F23000005954

Years of Business under License Number: 2

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

Primary type of work your company performs: Program & Project Management, Disaster Recovery

Number of people permanently employed: 140 Full-Time Employees

Is this organization an equal employment opportunity employer? Yes

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?

[X] YES [ ] NO *If yes, include Attachment in this Section*



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List broaddus Search

No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
BROADDUS & ASSOCIATES, INC.

Filing Information

Document Number	F23000005954
FEI/EIN Number	74-2985884
Date Filed	10/13/2023
State	TX
Status	ACTIVE

State of Florida

Department of State

I certify from the records of this office that BROADDUS & ASSOCIATES, INC., is a corporation organized under the laws of Texas, authorized to transact business in the State of Florida, qualified on October 13, 2023.

The document number of this corporation is F23000005954.

I further certify that said corporation has paid all fees due this office through December 31, 2023, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of October, 2023

Cord Byrd
Secretary of State

CR2E022 (01-11)

RESPONDENTS 3 REFERENCE PROJECTS *(Highlighting Projects Within Last 8 Years)*

Company Name:	City of Port Aransas
Address:	710 W. Avenue, Port Aransas, TX 78373
Telephone Number:	361.877.7667
Contact Person:	David Parsons | City Manager
Email:	davidparsons@cityofportaransas.org
General Scope:	Capital Improvement Disaster Recovery Program/Project Management Services

Company Name:	City of Clearwater
Address:	100 S Myrtle Ave, Clearwater, FL 33756
Telephone Number:	727.444.8201
Contact Person:	Marcus Williamson
Email:	Marcus.Williamson@MyClearwater.com
General Scope:	Capital Improvement Program & Disaster Recovery Support /Project Management Services

Company Name:	City of Rockport
Address:	2751 SH 35 Bypass Rockport, TX 78382
Telephone Number:	361.729.2213 ext 253
Contact Person:	Vanessa Shrauner, City Manager
Email:	vshrauner@cityofrockport.com
General Scope:	Disaster Recovery Program including a new County Courthouse and new City Hall

1. CERTIFICATIONS **CERTIFIED BY:**

Disadvantage Business Enterprise (DBE): _____

Minority Business Enterprise (MBE): _____

Woman Owned Enterprise (WBE): _____

Small Business Enterprise (SBE): _____

Other (Service-Disabled, Veteran-Owned, Small Business): VA

Has firm listed in Section 1 ever failed to complete a contract awarded to it? [ ] YES [X] NO

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

[ ] YES [X] NO

If YES to either of the two (2) questions above, list below or as an attachment and state why. Include each project's contact information

COMPANY: Broaddus & Associates

The undersigned, as respondent, does declare that no other persons other than the respondent has any interest in this submission or in the contract to be executed, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one submission received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any respondent, has interest in more than one submission for the same work will cause the rejection of all submissions that the respondent is interested in. If there are reasonable grounds for believing collusion exists among respondents, the proposals of such respondents will not be considered.

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

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

Broaddus & Associates
COMPANY NAME

Scott Broaddus & Associates — Vice President
NAME (PRINT) — TITLE

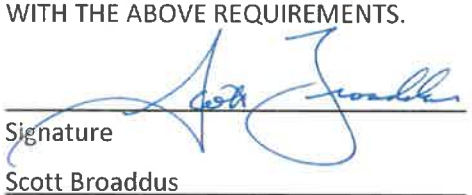
SIGNATURE — May 23, 2025
DATE

2. Drug-Free Workplace Certificate

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

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

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



Signature

May 23, 2025
Date

Scott Broaddus
Printed Name

Vice President
Title

3. Addenda Acknowledgement Form

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

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

	Signature	Date
Addendum No. 1:		May 7, 2025
Addendum No. 2:		
Addendum No. 3:		
Addendum No. 4:		
Addendum No. 5:		
Addendum No. 6:		

4. Public Entity Crimes Statement

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

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

1. This sworn statement is submitted to City of Treasure Island
(Print name of the public entity)

By Scott Broaddus | Vice President
(Print individual's name and title)

For Broaddus & Associates
(Print name of entity submitting sworn statement)

whose business address is 1301 S. Capital of Texas Hwy., Suite A-302, Austin, TX 78746

and (if applicable its Federal Employer Identification Number) is 74-2985884

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which bids or applies to id on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, cub-consultant, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

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

   The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(Signature)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May, 2025, by Scott Broaddus who is [select one:]

[X] personally known to me –or– [ ] has produced _____ as identification.

Signature of Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/13/2027

5. Truth in Negotiations

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the RFP, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant: Broaddus & Associates

Signature: _____ Date: May 23, 2025

STATE OF TEXAS

COUNTY OF TRAVIS

The foregoing instrument _____ was acknowledged before me by means of (select one:)

[X] physical presence or [ ] online notarization, this 23rd day of May 2025

Scott Broaddus (name of the person whose name is being notarized) as the

CFO (title) of Broaddus & Associates (name of corporation/entity),

personally known to me as described herein ~~or produced a _____ (type of identification) as identification~~, and who (did) did not) take an oath.

_____
Printed Name of Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

My Commission Expires: 7/13/2027

NOTARY SEAL ABOVE

6. Anti-Human Trafficking Affidavit

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

The undersigned, on behalf of Broaddus & Associates ("Contractor"), hereby attests as follows:

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

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

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

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

Authorized Signature: _____ Date: May 23, 2025

Printed Name: SCOTT BROADDUS Title: CFO

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May, 2025, by SCOTT BROADDUS who is [select one:]

[X] personally known to me –or– [ ] has produced _____ as identification.

_____
Signature of Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/13/2027

7. Terms & Conditions

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

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

[X] NONE

OR

[ ] CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

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

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

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

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

Signature: _____ Date: May 23, 2025

Printed Name: Scott Broaddus

References

RESPONDENTS 3 REFERENCE PROJECTS *(Highlighting Projects Within Last 8 Years)*

Company Name:	City of Port Aransas
Address:	710 W. Avenue, Port Aransas, TX 78373
Telephone Number:	361.877.7667
Contact Person:	David Parsons | City Manager
Email:	davidparsons@cityofportaransas.org
General Scope:	Capital Improvement Disaster Recovery Program/Project Management Services

Company Name:	City of Clearwater
Address:	100 S Myrtle Ave, Clearwater, FL 33756
Telephone Number:	727.444.8201
Contact Person:	Marcus Williamson
Email:	Marcus.Williamson@MyClearwater.com
General Scope:	Capital Improvement Program & Disaster Recovery Support /Project Management Services

Company Name:	City of Rockport
Address:	2751 SH 35 Bypass Rockport, TX 78382
Telephone Number:	361.729.2213 ext 253
Contact Person:	Vanessa Shrauner, City Manager
Email:	vshrauner@cityofrockport.com
General Scope:	Disaster Recovery Program including a new County Courthouse and new City Hall

Terms & Conditions

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

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

[X] NONE

OR

[ ] CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

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

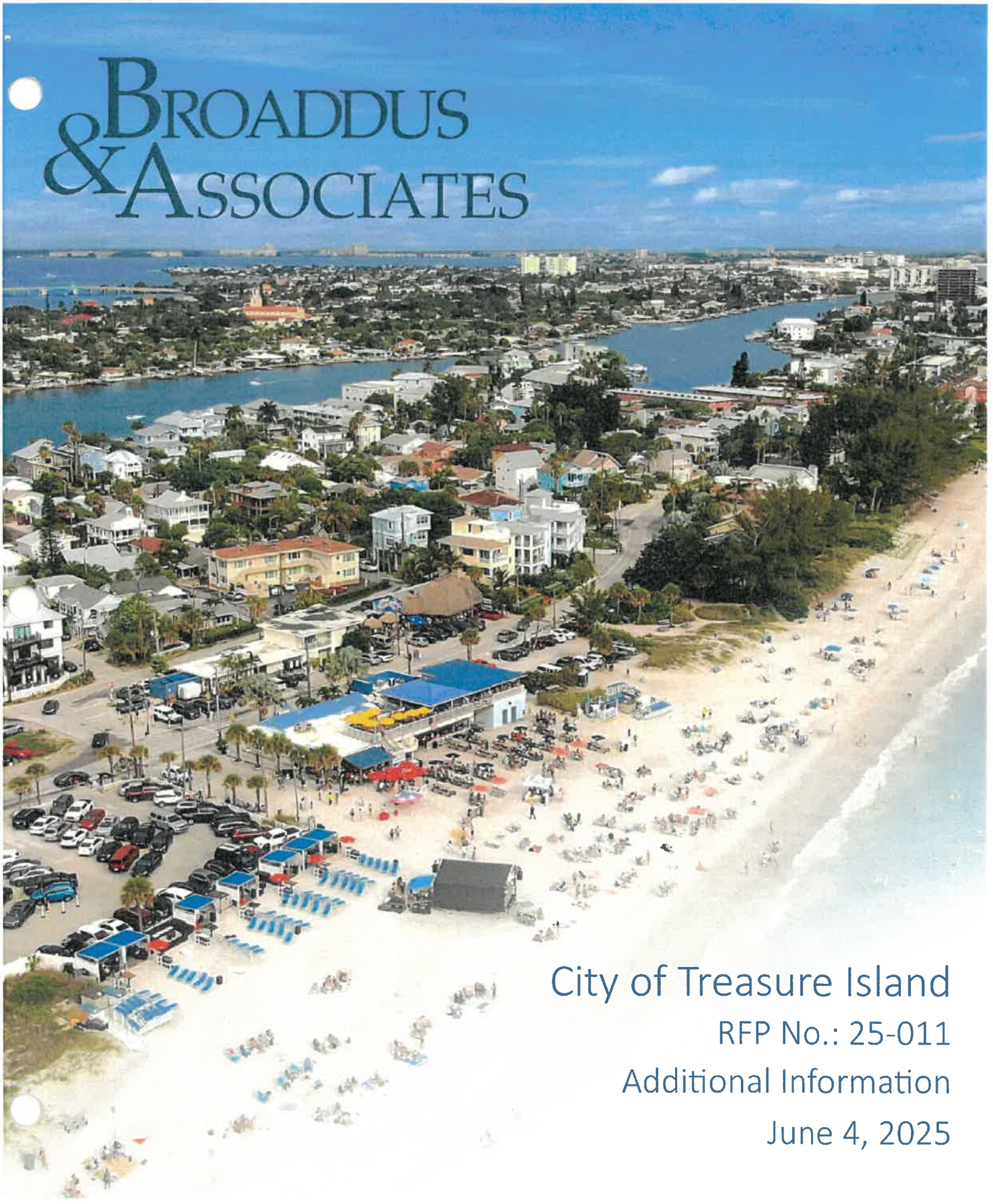
- The name and mailing address of the disclosing entity;
- The amount of the contract or gift or grant or the value or the interest disclosed;
- The applicable Foreign Country of Concern;
- The date of the termination of the contract or interest;
- The date of the receipt of the grant or gift;
- The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

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

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

Signature: _____ Date: May 23, 2025

Printed Name: Scott Broaddus



City of Treasure Island

RFP No.: 25-011

Additional Information

June 4, 2025

Table of Contents

Table of Contents 1
Additional Information 2
Grant Experience 2
Kickoff Process 3
Staff Allocation 5
Key Personnel Location 7
"Low Hanging Fruit" Strategy 8
Communications & Tracking 9
Florida Clients 10

Additional Information

Grant Experience

Exhibit 1. Broaddus & Associates Team Grant Management Experience Last 5 Years

Grant Management Experience Last 5 Years							
Funding Level	**Funding Agency**	**Year Applied**	**Grant Program**	**Client Name**	**Amount Requested**	**Amount Awarded**	**Project Description**
State	Florida Division of Emergency Management	2025	Elevate Florida	Citrus, Hernando, Pasco, Pinellas, Hillsborough, & Manatee Counties, FL	$350M	$1.5M	FDEM's Statewide Residential Mitigation Program
State	Florida Division of Emergency Management	2023	FEMA Public Assistance	Hamilton, Suwannee, & Jefferson Counties, FL	$62M	$49M	Hurricane Idalia Recovery
State	Florida Division of Emergency Management	2020-24	FEMA Public Assistance	Multiple Counties, Jurisdictions, FL	$3.7B	$2.1B	Hurricanes Helene, Irma, Milton, & Michael Recovery
State	Tennessee Emergency Management Agency	2024	FEMA HMGP	Fayetteville, TN	$9.4M	$9.4M	Build Pre-Position Shelters
State	Mississippi Emergency Management Agency	2023	FEMA HMGP	Amory School District, Amory, MS	$25M	$25M	EF3 Tornado Recovery Support
State	Mississippi Emergency Management Agency	2017-22	FEMA HMGP	Hattiesburg, MS	$3.4M	$3.4M	Multiple Tornado Recovery
Federal	U.S. Economic Development Administration	2018	Economic Adjustment Assistance	City of Port Aransas, TX	$5M	$5M	Post Hurricane Harvey 2018 Disaster Supplemental Funding
State	Texas Division of Emergency Management	2017-23	FEMA Public Assistance & HMGP	City of Port Aransas, TX	$20M FEMA Offer	$110M	Hurricane Harvey Recovery
State	Texas General Land Office	2023	Local Hazard Mitigation Plan Program	Wilson County, TX	$85K	$85K	Grant Funding to Produce FEMA Required Hazard Mitigation Plans

$2.5B+
Disaster Recovery Projects Managed Last 5 Years

15+
Florida Counties Served

200+
Disaster Recovery Projects Managed

Kickoff Process

Upon execution of the contract, our leadership team will coordinate with the leadership of the City of Treasure Island to schedule initial meetings. These meetings are designed to gain a comprehensive understanding of the city's needs, objectives, and desired timeline. Through direct engagement with key department heads and stakeholders, our team will collaboratively refine the project timeline and align on priorities. Our execution approach is tailorable to the city's needs, and we understand the intent to integrate into the disaster recovery approach additional grant funding sources that may be available. These grant opportunities would be integrated into the disaster recovery public assistance execution plan (see **Exhibit 2**). This five phase disaster recovery process framework is a useful guide to ensure that all disaster recovery components are addressed in planning and execution. Additionally, the combination of Broaddus & Associates owner's representative focused approach coupled with the recent and relevant disaster recovery experience from Safework make our proposed team a great fit to implement the City of Treasure Island's recovery vision.

Exhibit 2. Timeline for Delivery of Key Goals & Objectives

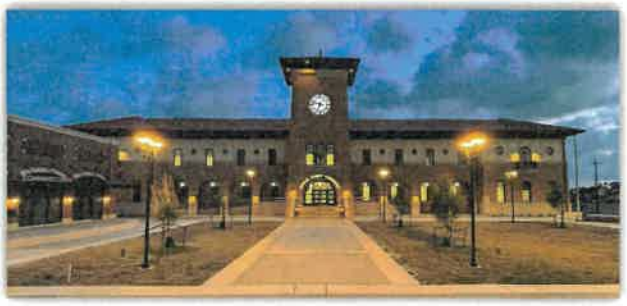
	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6			Month 7			Month 8			Month 9			Month 10			Month 11			Month 12		
Phase I	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30
Inner Departmental Meetings																																				
Needs Assessment																																				
Binders																																				
Supporting Documentation																																				
Policy Reviews																																				
Assess DOB and Eligibility																																				
Review Existing Documentation																																				
Mtgs																																				
Follow-on Review with Insurance																																				
Reporting Dashboards																																				
Leadership Briefings																																				
SOW Development																																				
Schedule Cat A and B Submissions																																				
Re-evaluate Team Composition																																				

	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6			Month 7			Month 8			Month 9			Month 10			Month 11			Month 12		
Phase II	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30
30% Cat A & B Submitted																																				
Schedule Inspections																																				
Address Potential Funding Issues																																				
Adjust Staffing Needs																																				
Documentation Collection																																				
Project Eligibility Reviews																																				
Develop Cat C-G Plan																																				
d Alt & Improved Projects																																				
406 HM Coordination																																				
404 HM Data Collection																																				
A&E Coordination for C-G Projects																																				
Project Procurement Development																																				
Version Dev for SOW Changes																																				

Phase III	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6			Month 7			Month 8			Month 9			Month 10			Month 11			Month 12		
	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30
Eligible Projects Submitted																																				
Closeout																																				
50% Small Projects Submitted																																				
Submit Alt & Improved Projects																																				
CDBG DR/MIT Action Plan Dev																																				
Procurement RFP's Published																																				
SOW Version Requests																																				

Phase V	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6			Month 7			Month 8			Month 9			Month 10			Month 11			Month 12		
	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30	10	20	30
Address Project Issues with FEMA																																				
Address Issues Slowing Progress																																				
Quarterly Reporting																																				
Late Project Procurement Bidding																																				
Version Requests																																				
Time Extension Requests																																				
Project Closeout Prep																																				

> *We just got out of a meeting with FEMA & the Port Aransas team. I want you to know how squared away your guys are. The Broaddus & Associates team anticipated everything FEMA threw at them and by the time the meeting was done, I felt confident that your guys had FEMA on board with us. Thanks so much, I can't imagine trying to do this without y'all.*
>
> **Scott Burroughs**
> **Police Chief | City of Port Aransas**



Aransas County | Courthouse | Rockport, TX

Staff Allocation

Broaddus & Associates employs an organizational approach that allows our firm to staff projects effectively with personnel from within the specific project region, with support from our core corporate team and specialists, as needed.

> *Broaddus & Associates works directly at multiple levels to professionally represent the County with a focus on best values both for construction and operationally.*
>
> ***This team has saved the county several million dollars to date, far more than their fee.***
>
> **Commissioner Dennis Bailey | Rockwall County**

We are adept at assigning project staff to align with key disaster recovery phases. Onboarding our staff will align with project scope, assigning resources and project managers to major project components at the appropriate times. These teams will be integrated, sharing resources, and information. This adaptive approach has been successful on our prior disaster recovery projects and allows for flexible management of project phases and project scopes that can evolve over time.

Broaddus & Associates Team Organization

Our team, shown in **Exhibit 3** on the following page, is ideally suited for addressing the needs of the City of Treasure Island on this important disaster recovery contract based on several key factors including:

- **Our Local Florida Experience with the City of Clearwater**
- **Safework's recent Disaster Recovery efforts in Florida**
- **Our experience with complex multi-phased programs/projects across the United States**
- **Our extensive experience working with public agencies and municipalities, including disaster recovery programs**

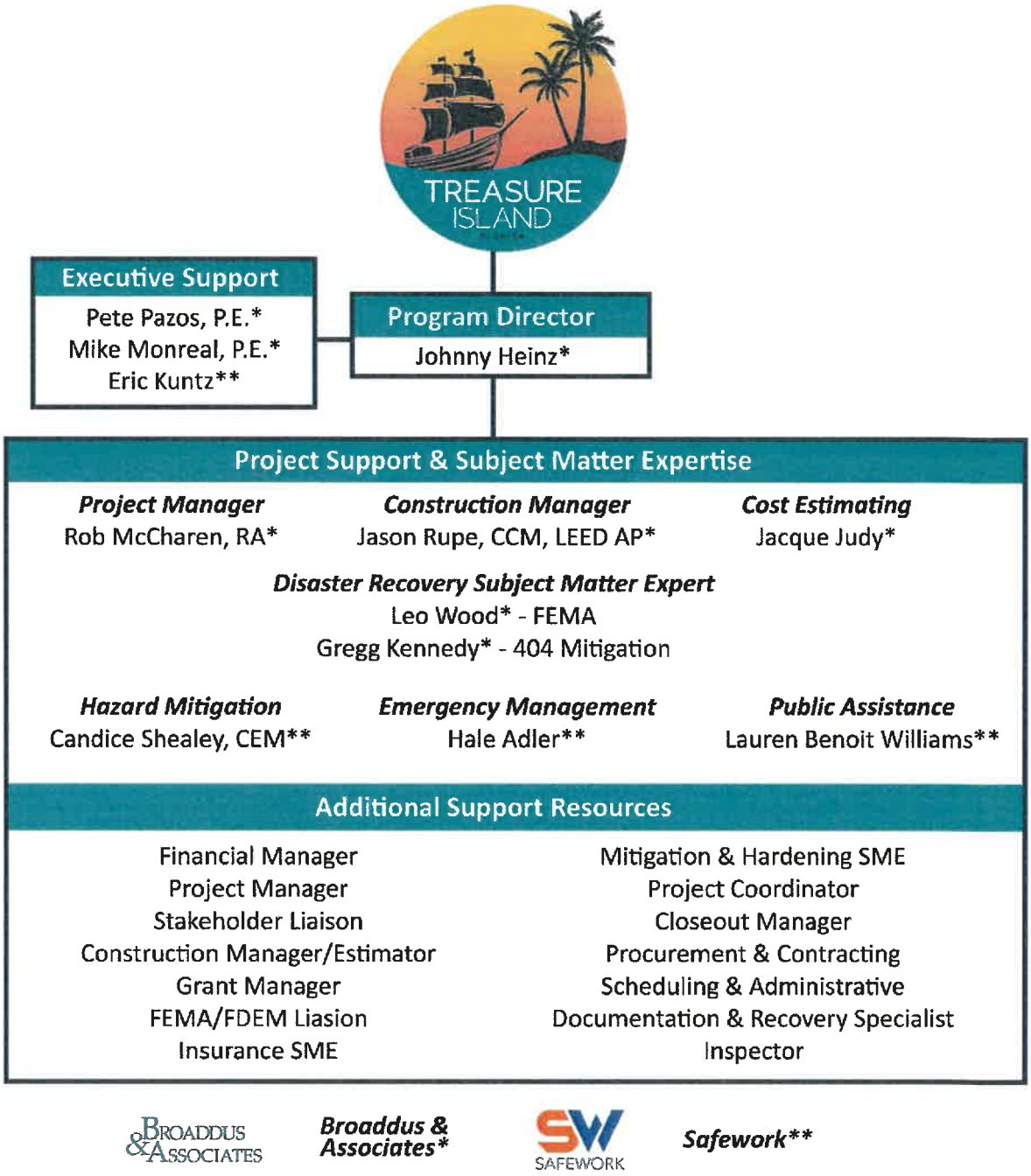
We have assembled a unique team of highly qualified and experienced experts who will be leveraged to ensure success for the City of Treasure Island regardless of project size, scope, or complexity. Of note, we have included SafeWork, Inc., a disaster recovery firm with an active presence in Florida managing recently declared disasters.

Scalable Recovery Operations Plan

Recovery operations will be scaled according to the city's specific needs, considering the number of projects in the queue, pre- and post-audit requirements, and any other grant opportunities the city is pursuing. We understand the budgetary constraints of all our clients and commit that no personnel will be assigned to any project without the express permission of the contracting officer.

In the event of an imminent or future disaster requiring additional support, we are prepared to deploy staff on an as-needed basis, strictly based on the city's express authorization.

Exhibit 3. Broaddus & Associates Team Organization Chart



Tiered Staffing Approach

Our response and recovery staffing will follow a tiered approach based on the percentage of our staff actively engaged in operations:

> *The City of Port Aransas hired The Broaddus Companies because they are fully acquainted with the ins and outs of the federal/state programs and funding. The good news is, because of the great difficulty with FEMA, we have Broaddus consultants who have an excellent background, working for FEMA in the past, in dealing with the FEMA bureaucracy and know how to get around the stumbling blocks.*
>
> **Charles Bujan**
> **Former Mayor of Port Aransas**

Threshold 1: 10–24% of Staff Engaged

- Response and recovery operations are supported by existing staff located in Florida.
- No additional hiring or recruitment activities are initiated.

Threshold 2: 25–49% of Staff Engaged

- Florida-based staff continue to support operations.
- Additional staff from out of state (Louisiana, Mississippi and Texas) are mobilized to augment the response effort.
- No additional hiring or recruitment is initiated.

Threshold 3: 50–74% of Staff Engaged

- Staff from Florida and out-of-state continue to support response and recovery operations.
- Additional personnel from the Southeast Region are mobilized to support existing efforts.
- No hiring is carried out.

Threshold 4: 75% or More of Staff Engaged

- Nationwide staff are mobilized to support response and recovery operations under Thresholds 1, 2, and 3.
- Additional contracts may be activated to enhance response capabilities.
- Temporary and/or permanent staff may be hired to meet operational demands.

Key Personnel Location

- **Johnny Heintz | Program Director |** ***Riverview, FL***
- **Jason Rupe | Construction Manager |** ***Bradenton, FL***
- Pete Pazos | Executive Support | Woodbridge, VA
- Mike Monreal | Executive Support | San Antonio, TX
- Rob McCharen | Project Manager | Meridian, MS
- Leo Wood | Disaster Recovery SME | Tupelo, MS
- Eric Kuntz | Executive Support | Austin, TX
- Lauren Williams | Public Assistance | Baton Rouge, LA

"Low Hanging Fruit" Strategy

The disaster recovery process and the grant funding strategy are very connected and are very dependent on pre and post disaster conditions. Developing an ***"initial low hanging fruit" grant strategy for Treasure Island*** would occur withing the first phase in the disaster recovery process – this process varies depending on the specific situation but ***generally occurs within the first two months***. Some unique factors to consider include severity of the natural disaster impacts and the pre-disaster approach to seeking grant funding. Unlike the prescriptive nature of FEMA's Public Assistance program, many grant programs are executed in a decentralized manner from the disaster and many have set deadlines for application submission. In developing a grant strategy, we would work with Treasure Island to better understand your requirements to include fiscal consideration for grant cost-share considerations. Ultimately, we will ensure that the grants that Treasure Island pursues provide the most benefit to the city's recovery. Below is a notional phased timeline for a support to a community post declared disaster. Additional grant seeking efforts would be nested with the approach shown below in **Exhibit 4**.

Exhibit 4. Example Delivery Timeline

Timeline for Delivery of Key Goals and Objectives				
Phase 1: Month 1	**Phase 2: Months 2 – 4**	**Phase 3: Months 4 – 5**	**Phase 4: Months 6 – 8**	**Phase 5: Months 9 – 12**
• Schedule an initial meeting for introductions and establish partnerships with City leadership and key departments. • Asses the needs of the city. • Create and/or review existing Project Binders for each of the eligible projects. • Gather and review all documentation to date, for presentation to staff, compliance review, and client. • Review insurance, procurement, payroll, and purchasing policies • Assess documentation for compliance, additional reimbursement, duplication of benefits, project eligibility. • Obtain a list and any documentation gathered for potential participants. • Schedule meeting with City, FDEM, and FEMA pertaining to contract and objectives. • Ensure all City owned facilities with potential damage have been reviewed by the insurance adjuster. • Collect data to produce reporting dashboard. • Establish meeting schedules with officials. • Assess and complete SOW for initial projects. • Set an aggressive schedule to close all Category A and B and small projects. • Define the team to ensure the proper skillsets are actively engaged with their counterparts and have specialty positions on stand-by or deployed to meet the needs of the mission.	• Minimum of 30% Category A and B projects submitted for closeout. • Minimum of 30% of small projects submitted for close-out and prepare for 20% inspection of these projects. • Consult with State and FEMA on projects facing funding issues. • Adjust staffing needs based on mission and Task Orders, with City approval. • Provide City with list of all outstanding documentation needed to begin scope of work development and project worksheet entry to FEMA grant management system. • Provide the FDEM and City with status of current PW's and list of additional potentially eligible projects. • Coordinate with City leadership on development of a long-term plan for Category C-G work. • Identify Alternate and Improved Projects • Coordinate with the City on 406 Hazard Mitigation projects. • Begin compiling projects for 404 Hazard Mitigation requests to State. • City or Internal engineer review of all estimates for Category C-G. • Coordinate with City on RFP's that need to let for bid. • Complete version requests on projects that require scope of work changes.	• Have all eligible projects initial submission readied for compliance review • Minimum of 30% Category A and B projects submitted for closeout. • Minimum of 30% of small projects are submitted for close-out and prepare for 20% inspection on these projects. • Submit requests for Alternate and Improved Projects to State and FEMA. • Begin discussions on CDBG-DR Action Plan. • Coordinate with City on RFP's that need to let for bid. • Complete version requests on projects that require scope of work changes.	• Maintain compliance for long-term C-G projects. • Close remaining Category A and B projects. • Close the remaining small projects. • Begin preparing for internal, State and Federal audits, unless previously scheduled. • Coordinate with City on RFP's that need to let for bid. • Complete version requests on projects that require scope of work changes.	• Address project issues with State and FEMA on the progress of long-term Category C-G projects • Address issues slowing down the progress of Category A and B projects as well as any small projects that have not been obligated. • Complete necessary reports due to the State and FEMA. • Coordinate with City on remaining RFP's that need to let for bid. • Complete version requests on projects that require scope of work changes. • Make close-out preparations on all remaining projects.

Communications & Tracking

We routinely update and provide a Project Dashboard which has proven to be highly successful in providing owners, and often Board Members, with concise project statistics and information. An example dashboard is included as **Exhibit 5**, but dashboards typically include information on scope, budget, schedule, completed and upcoming activities, and key issues/concerns. These monthly updates provide both our Owner and executive leadership with an overview of project status, as well as early warning on any problems requiring resolution.

Exhibit 5. Project Reporting Dashboard Example

Scope	• The Rockport City Hall building is 28,000 sqft, two story structure • The Aransas County Courthouse building is a 47,000 sqft, two story structure • Celebration Plaza – Landscaped Plaza and 4,700 sq ft Event Pavilion. This project includes developing a 290 space parking lot
Schedule	Courthouse Orig. 8/4/23, Current SC 1/31/24, City Hall Orig 9/12/23, Current SC 1/31/24, significantly behind schedule
Budget	Courthouse $23M; VE -$256,834 CO to date -$23,699, City Hall $16.38M; VE $900K, CO to date -$642,100
Owner Pulse of Project:	Owner Pulse of B&A Performance:

Schedule	Milestones	Design	Progress (on time)	Activation/FFE
		Construction	Progress (late)	

Year	2024				2025			
Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Design								
Bidding And Award	Comm Bldg/Plaza - City Hall - Courthouse							
Construction								
Activation and Closeout								

Design Progress	Start Date	End Date
Schematic Design		
Design Development		
Construction Documents		

Construction Progress	
Scheduled Finish:	09-Feb-24
Projected Finish:	30-Apr-25
Planned % Complete (schedule):	100%/100%/100%
% Complete (Work in Place):	C, 98% Comm, C
Planned Value:	#VALUE!
Earned Value:	#VALUE!
SPI:	#VALUE!
CPI:	#VALUE!

Project Budget	Budget	Cost to Date	Estimate At Completion
Rockport City Hall Budget Limitation	$14,431,101	$15,343,621	$15,915,442
	$ -	$ -	$ -
Aransas County Courthouse Budget Limitation	$23,000,000	$23,515,625	$24,224,911
	$ -	$ -	$ -
Celebration Plaza Original Stated Budget	$3,200,000	$4,616,856	$4,717,628
Project Contingency	$ -	$ -	$ -
Total	$ 40,631,101	$ 43,476,101	$ 44,857,981

Project Update

Current Status

• City Hall - 97% complete, Window repair, minor interior work outstanding. Training, windstorm certification and close out documents not submitted. Mediation set for this month.
• Courthouse - 98% complete. Window repair, Training, windstorm certification, and closeout documents not submitted. Non compliant work to be negotiated. Additional work Fire suppression addition millwork rework, completion of jail standards work to be bid out.
• Community Building - 98% complete, punch list items remain, completing exterior plaza concrete and walls this week, grassing to be installed next week. Substantial completion Feb. 28, 2025

Brookdus P&B Financial Metric	Period of Performance	Fee	Billed to Date
Program Mgmt. Fee	City	$ 537,900	$ 491,985
	County	$ 700,000	$ 669,001
TOTAL		$ 1,237,900	$ 1,160,986

Key Owner/PM Issues/Concerns

Courthouse/City Hall - Mediation set for City Hall, Workshop for Courthouse set to allow Teal to define timeline for outstanding work. (Litigation seems probable)

Value Add Total: $	
City Hall Value add Value Engineering	$900,000.00
City Hall Value add line Reduce File Depth	$35,521.00
Courthouse Value add Value Engineering	$256,834.00
Courthouse Value add Reduce File Depth	$71,906.00
Value add line item	$ -

Exhibit 6. Owner Insite Capabilities



Florida Clients

- City of Clearwater (B&A)
- City of St. Petersburg (B&A)
- State of Florida (SW)
- Citrus County (SW)
- Hernando County (SW)
- Pasco County (SW)
- Pinellas County (SW)
- Hillsborough County (SW)
- Manatee County (SW)
- Hamilton County (SW)
- Suwannee County (SW)
- Jefferson County (SW)

Austin, TX (Headquarters)

College Station, TX

Dallas / Ft. Worth, TX

El Paso, TX

Hattiesburg, MS

Houston, TX

McAllen, TX

Tupelo, MS

San Antonio, TX

Washington, DC

800.786.8689
BroaddusUSA.com

THE BROADDUS COMPANIES

We exist to advocate for owners and dramatically improve the building process

CITY OF TREASURE ISLAND

RFP 25-011 Disaster Financial Recovery Consultant Services

Evaluation Dates: 5/29/2025 and 6/5/2025

EVALUATION CRITERIA FOR REQUEST FOR PROPOSAL 25-011

5/29/2025

Component	Max. Points	Berquist Recovery Consulting					Broaddus & Associates					Elite Business Strategies					High Street Consulting					Integrated Solutions Consulting					MGT Impact Solutions									
		1	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*
Qualifications and Experience of Person(s) Assigned to the Project	30	28	30	28	25	30	25	25	24	15	20	22	30	27	19	10	22	30	26	17	15	28	25	27	21	20	25	20	26	23	10					
Experience of the Firm	30	22	25	28	23	30	25	10	24	21	20	20	25	26	17	10	20	25	24	15	15	25	25	25	19	20	20	25	27	25	10					
Fees	15	14	15	14	14	15	14	10	12	10	15	14	10	13	12	12	14	5	13	13	12	15	10	13	15	15	14	10	13	11	12					
Capacity of the Firm	20	20	15	18	19	20	18	20	16	14	18	18	15	17	10	10	15	15	17	12	15	18	15	17	18	18	18	20	18	20	10					
Certified Small Business, Minority Enterprise, Women-Owned,	5	0	0	3	0	0	3	5	3	0	5	5	5	3	4	5	3	3	3	1	3	0	0	3	0	0	0	0	3	0	0					
Total Points	100	84	85	91	81	95	85	70	79	60	78	79	85	86	62	47	74	78	83	58	60	86	75	85	73	73	77	75	87	79	42	0	0	0	0	0
Total Aggregate Points		436					372					359					353					392					360					0				

EVALUATION CRITERIA FOR REQUEST FOR PROPOSAL 25-011

6/5/2025

Component	Max. Points	Berquist Recovery Consulting					Broaddus & Associates									
		1	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*	*1*	*2*	*3*	*4*	*5*
Qualifications and Experience of Person(s) Assigned to the Project	30	28	25	30	25	30	25	20	25	20	20					
Experience of the Firm	30	25	25	26	25	30	20	20	20	20	20					
Fees	15	14	15	14	10	15	14	10	13	5	14					
Capacity of the Firm	20	18	20	20	15	20	18	20	17	15	18					
Certified Small Business, Minority Enterprise, Women-Owned,	5	0	0	3	0	0	3	5	3	0	5					
Total Points	100	85	85	93	75	95	80	75	78	60	77	0	0	0	0	0
Total Aggregate Points		433					370					0				

AGENDA ITEM NO. H.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Joan Goodrich, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Rebuild Treasure Island Working Group Report
BACKGROUND:	The Rebuild Treasure Island Working Group was formed by the City Manager in February 2025 to serve as an informal advisory working group to him to help identify some of the community's unmet needs (post-2024 storm season) along with potential funding sources to accelerate the community's recovery and rebuilding. The team initially focused on identifying Treasure Island opportunities for a portion of the $813 million of Community Development Block Grant-Disaster Recovery (CDBG-DR) funds allocated to Pinellas County from the U.S. Department of Housing & Urban Development (HUD). To date, the group has identified nearly 50 different funding sources for the City's consideration and future funding partnerships.
POLICY/PURPOSE:	To share an update on the efforts of the Rebuild Treasure Island Working Group whose mission is to "help identify needs and funding to accelerate Treasure Island's recovery and rebuilding."
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Goal 2: Maximize the utilization of the City's resources Objective 2: Continue towards the replacement of City facilities
ANALYSIS/DISCUSSION:	The item is for informational purposes only.
FUNDING:	There is no funding associated with this item.
MOTION:	No action is required.

ATTACHMENTS:

AGENDA ITEM NO. H.10

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	William Barrs, Administration
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorize the Mayor to Execute Easement Agreements with the Army Corps of Engineers for the upcoming Beach Renourishment on Treasure Island.
BACKGROUND:	During the most recent review of the existing easements, it was noticed that Army Corps of Engineers and Pinellas County is requiring the City of Treasure Island to provide easement agreements prior to performing the renourishment of the beaches on Treasure Island. These easements are for City owned property in Sunset Beach for temporary construction activities during the Pinellas County funded Treasure Island beach renourishment project.
POLICY/PURPOSE:	To receive authorization for the Mayor to sign four easement agreements with the Army Corps of Engineers for the upcoming beach renourishment on Treasure Island.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	This proposed easement is required by the Army Corps of Engineers allowing possession of the land to be granted to Pinellas County, for use by Grantee, its representatives, agents, and contractors as a work area including the right to move, store and remove equipment and supplies and erect temporary structures on the land and to perform any other work necessary and incident to the construction of the Treasure Island Beach Nourishment Project. For more details see attached Construction Easements (4)

FUNDING: No funding required.

MOTION: I move to approve / deny staff's recommendation to authorize the Mayor to execute four easement agreements with the Army Corps of Engineers for the upcoming beach renourishment on Treasure Island.

ATTACHMENTS:
TI-BSDRE-P701.pdf
TI-BSDRE-P704.pdf
TI-BSDRE-P703.pdf
TI-BSDRE-P705.pdf

Project: 002574A Treasure Island
PID# 002574A
Prepared by and return to:
Construction and Property Management
Real Property Division
Attn: Kit Lindsay
509 East Ave. South
Clearwater, FL 33756

BEACH STORM DAMAGE REDUCTION EASEMENT

THIS BEACH STORM DAMAGE REDUCTION EASEMENT made this ____day of _____20__, by TREASURE ISLAND, CITY OF whose address is 1ST ST W TREASURE ISLAND, FL 33706 ("GRANTOR") hereby grants to PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTEE and the U.S. Army Corps of Engineers have entered into a Project Cooperation Agreement for the Pinellas County Shore Protection Project at Treasure Island (the "PROJECT"), which provides for beach nourishment and other shoreline protection measures in the Treasure Island region;

GRANTOR, for and in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey a Temporary Construction Easement, non-exclusive, and assignable easement and right-of-way ("EASEMENT") over, across, and upon the land described and depicted more fully in Exhibit "A", attached hereto and fully incorporated herein ("EASEMENT AREA"), for use by GRANTEE, its representatives, agents, and contractors.

TO HAVE AND TO HOLD said Easement unto said GRANTEE, subject to the following conditions:

1. GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property in which the EASEMENT AREA is located, and that (b) GRANTOR has full right and lawful authority to grant and convey this EASEMENT to the GRANTEE.

2. GRANTOR agrees to grant access for a period of two (2) years over, across, and upon the EASEMENT AREA for ingress and egress of GRANTEE, its representatives, agents, contractors, subcontractors, assigns, equipment, and necessary access that will allow Grantee:

- To construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace public beaches and dune systems;
- To undertake other erosion control and storm damage reduction measures together with appurtenances thereto, including but not limited to the right to deposit sand;
- To accomplish any alterations of contours on said land;

- To construct beach berms and dunes and to plant vegetation thereupon;
- To nourish and renourish public beaches and dune systems periodically;
- To move, store, and remove equipment and supplies;
- To erect and remove temporary structures;
- Renourishment and maintenance of the PROJECT, together with the right of public use and access;
- To erect, maintain, and remove silt screens and sand fences;
- To facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- To trim, cut, fell, and remove from said lands trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the EASEMENT AREA; and
- To perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the PROJECT,

3. GRANTOR, its successors, and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that 1) such structures shall not violate the integrity of the dune in shape, dimension, or function; 2) that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE; and 3) that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project.

4. GRANTOR, its successors, and assigns reserve all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights conveyed herein to GRANTEE, and subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

5. Nothing herein shall be construed as waiver of any defense or limitation available to the Grantee pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.

6. This Easement will become effective upon proper execution by GRANTOR.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

_____
Signature of 1st Witness

_____
Print Name of 1st Witness

_____
Address of 1st Witness

_____
Signature of 2nd Witness

_____
Print Name of 2nd Witness

_____
Address of 2nd Witness

GRANTOR:

_____
Signature of Grantor

_____
Print Name of Grantor

_____
Title of Grantor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, _____, by _____ as
(numeric date) (month) (year) (name of signer)

_____ for _____.
(type of authority, e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

DESCRIPTION

That portion of Government Lots 2 and 3, Section 23, Township 31 South, Range 15 East, being beach area, bounded on the Northeast by a 300 foot southwesterly offset line parallel with the Coastal Construction Control Line, according to the Bulkhead Plat Book thereof, as recorded in Bulkhead 2, Page 98, public records of Pinellas County, Florida, bounded on the Southwest by the Mean High Water Line of the Gulf of Mexico, bounded on the Northwest by the southeasterly prolongation of the Southeasterly Right-of-way line of 119th Avenue, bounded on the Southeast by the southwesterly prolongation of Northwesterly line of SURF BEACH RESORT CONDOMINIUM HOTEL, according to the Condominium thereof, as recorded in Condominium Book 139, Page 63, public records of Pinellas County, Florida.

Less and except the parcel being described as the St. Petersburg Municipal Beach at Treasure Island.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and [illegible]rect to the best of my knowledge and belief.

Digitally signed by Gregory Duque
Date: 2023.05.08 13:57:34 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6647, STATE OF FLORIDA

DATE

GREGORY DUQUE License Number 6647 STATE OF FLORIDA Professional Surveyor and Mapper

SEAL

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: AZ	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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Parcel No.: P701

EXHIBIT A

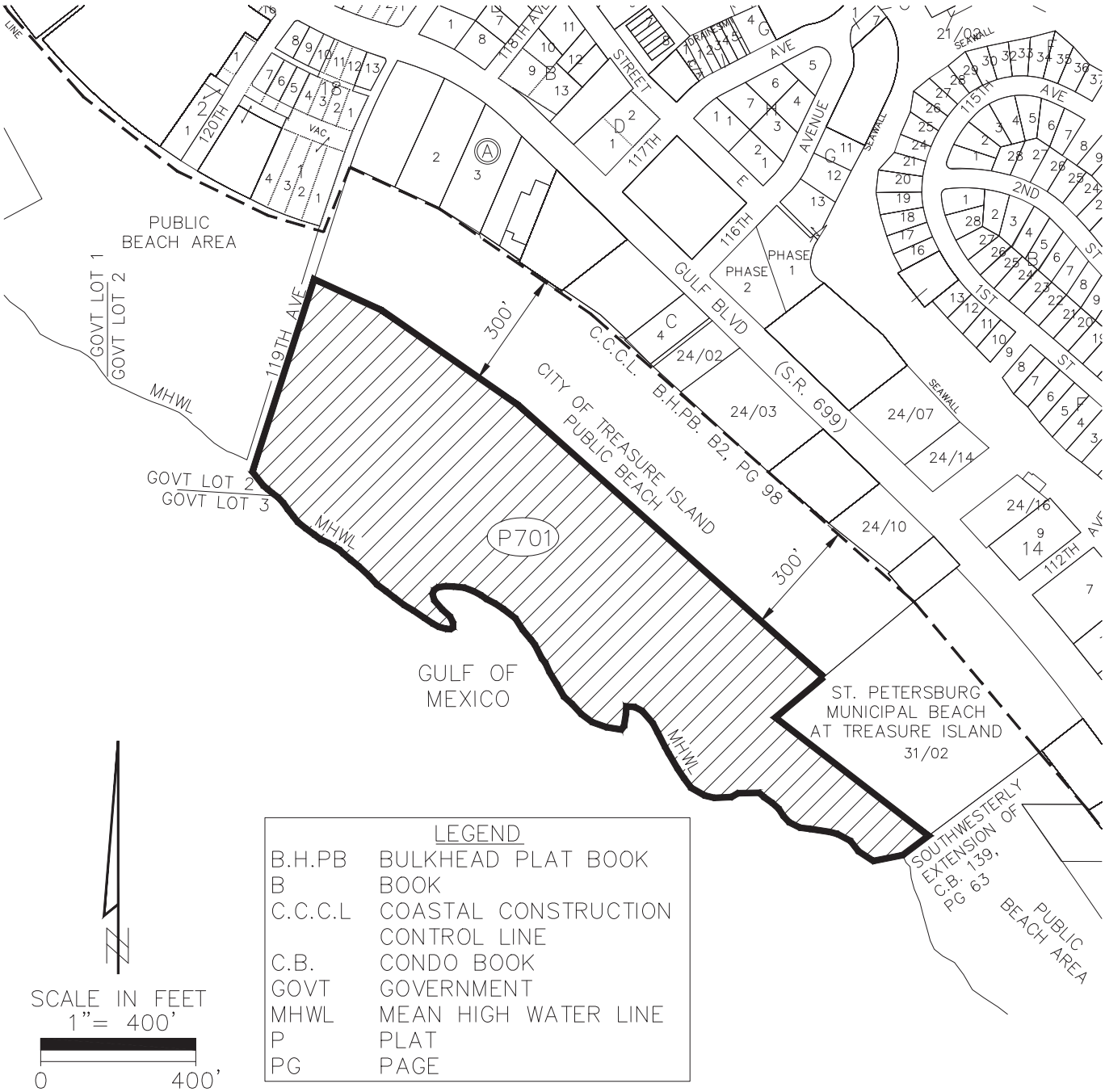
SHEET 1 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

SKETCH - NOT A SURVEY



LEGEND	
B.H.PB	BULKHEAD PLAT BOOK
B	BOOK
C.C.C.L	COASTAL CONSTRUCTION CONTROL LINE
C.B.	CONDO BOOK
GOVT	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
P	PLAT
PG	PAGE

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: AZ	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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Parcel No.: P701

EXHIBIT A

SHEET 2 OF 2

Project: 002574A Treasure Island
PID# 002574A
Prepared by and return to:
Construction and Property Management
Real Property Division
Attn: Kit Lindsay
509 East Ave. South
Clearwater, FL 33756

BEACH STORM DAMAGE REDUCTION EASEMENT

THIS BEACH STORM DAMAGE REDUCTION EASEMENT made this ____day of _____20__, by TREASURE ISLAND, CITY OF whose address is GULF BLVD, TREASURE ISLAND, FL 33706 ("GRANTOR") hereby grants to PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTEE and the U.S. Army Corps of Engineers have entered into a Project Cooperation Agreement for the Pinellas County Shore Protection Project at Treasure Island (the "PROJECT"), which provides for beach nourishment and other shoreline protection measures in the Treasure Island region;

GRANTOR, for and in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey a Temporary Construction Easement, non-exclusive, and assignable easement and right-of-way ("EASEMENT") over, across, and upon the land described and depicted more fully in Exhibit "A", attached hereto and fully incorporated herein ("EASEMENT AREA"), for use by GRANTEE, its representatives, agents, and contractors.

TO HAVE AND TO HOLD said Easement unto said GRANTEE, subject to the following conditions:

1. GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property in which the EASEMENT AREA is located, and that (b) GRANTOR has full right and lawful authority to grant and convey this EASEMENT to the GRANTEE.

2. GRANTOR agrees to grant access for a period of two (2) years over, across, and upon the EASEMENT AREA for ingress and egress of GRANTEE, its representatives, agents, contractors, subcontractors, assigns, equipment, and necessary access that will allow Grantee:

- To construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace public beaches and dune systems;
- To undertake other erosion control and storm damage reduction measures together with appurtenances thereto, including but not limited to the right to deposit sand;
- To accomplish any alterations of contours on said land;

- To construct beach berms and dunes and to plant vegetation thereupon;
- To nourish and renourish public beaches and dune systems periodically;
- To move, store, and remove equipment and supplies;
- To erect and remove temporary structures;
- Renourishment and maintenance of the PROJECT, together with the right of public use and access;
- To erect, maintain, and remove silt screens and sand fences;
- To facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- To trim, cut, fell, and remove from said lands trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the EASEMENT AREA; and
- To perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the PROJECT,

3. GRANTOR, its successors, and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that 1) such structures shall not violate the integrity of the dune in shape, dimension, or function; 2) that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE; and 3) that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project.

4. GRANTOR, its successors, and assigns reserve all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights conveyed herein to GRANTEE, and subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

5. Nothing herein shall be construed as waiver of any defense or limitation available to the Grantee pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.

6. This Easement will become effective upon proper execution by GRANTOR.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

_____
Signature of 1st Witness

_____
Print Name of 1st Witness

_____
Address of 1st Witness

_____
Signature of 2nd Witness

_____
Print Name of 2nd Witness

_____
Address of 2nd Witness

GRANTOR:

_____
Signature of Grantor

_____
Print Name of Grantor

_____
Title of Grantor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, _____, by _____ as
(numeric date) (month) (year) (name of signer)

_____ for _____.
(type of authority, e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

DESCRIPTION

That portion of Government Lot 3 in Section 23, Township 31 South, Range 15 East, being beach area, bounded on the Northeast by a 100 foot southwesterly offset line parallel with the Coastal Construction Control Line, according to the Bulkhead Plat Book thereof, as recorded in Bulkhead 2, Page 98, public records of Pinellas County, Florida, bounded on the Southwest by the Mean High Water Line of the Gulf of Mexico, bounded on the Northwest by the southwesterly prolongation of Northwesterly line of SURF BEACH RESORT CONDOMINIUM HOTEL, according to the Condominium thereof, as recorded in Condominium Book 139, Page 63, public records of Pinellas County, Florida, and bounded on the Southeast by the South line of said Government Lot 3 and also being the South line of said Section 23, Township 31 South, Range 15 East, Pinellas County.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Date: 2025.05.28 08:29:24 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6647, STATE OF FLORIDA

DATE

GREGORY DUQUE
License Number 6647
STATE OF FLORIDA
Professional Surveyor and Mapper

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: AZ	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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Parcel No.: P704

EXHIBIT A

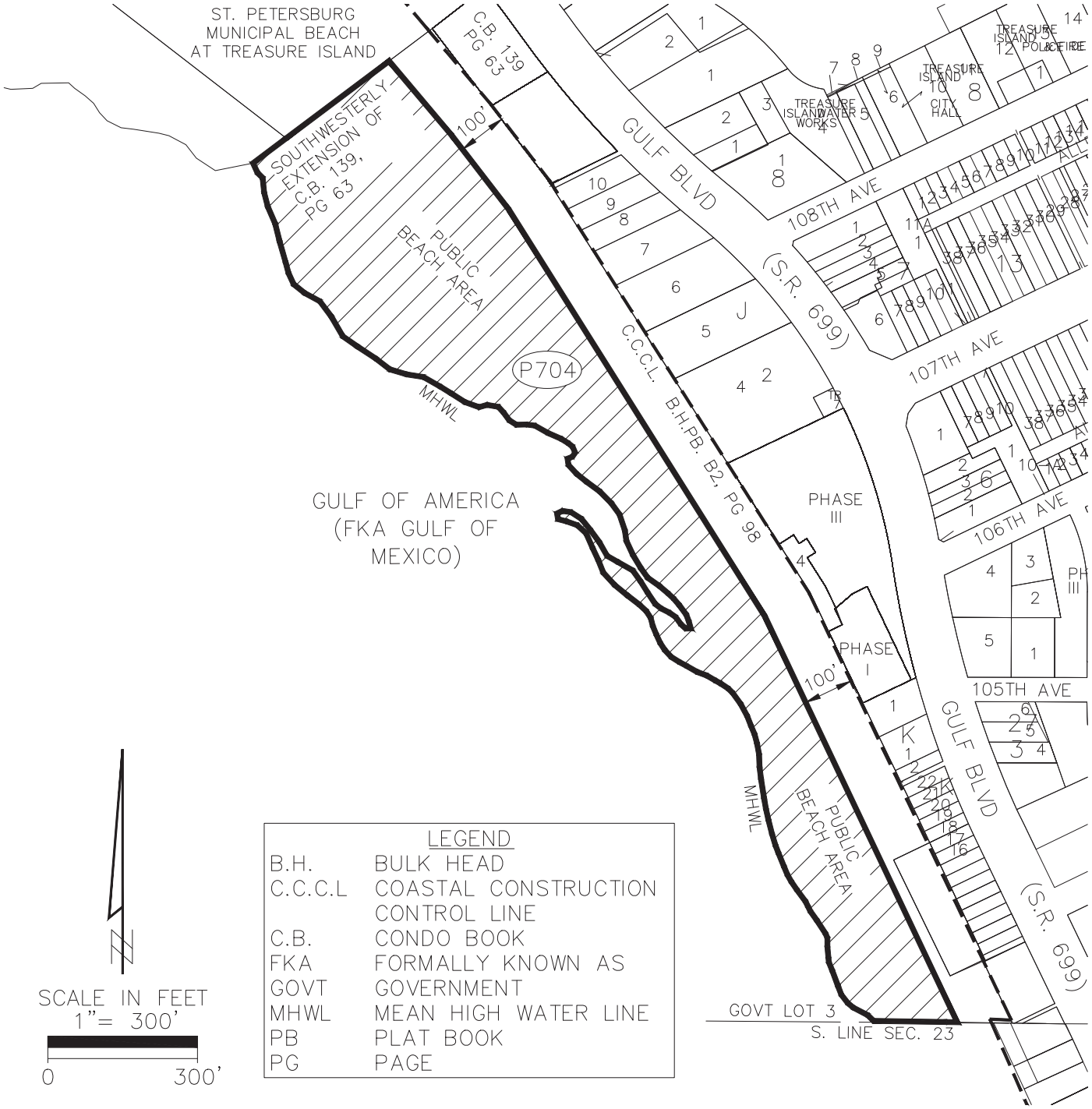
SHEET 1 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

SKETCH - NOT A SURVEY



SCALE IN FEET
1"= 300'
0 300'

LEGEND	
B.H.	BULK HEAD
C.C.C.L	COASTAL CONSTRUCTION CONTROL LINE
C.B.	CONDO BOOK
FKA	FORMALLY KNOWN AS
GOVT	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
PB	PLAT BOOK
PG	PAGE

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: AZ	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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EXHIBIT A

Parcel No.: P704

SHEET 2 OF 2

Project: 002574A Treasure Island
PID# 002574A
Prepared by and return to:
Construction and Property Management
Real Property Division
Attn: Kit Lindsay
509 East Ave. South
Clearwater, FL 33756

BEACH STORM DAMAGE REDUCTION EASEMENT

THIS BEACH STORM DAMAGE REDUCTION EASEMENT made this ____day of _____20__, by TREASURE ISLAND, CITY OF whose address is 1ST ST W TREASURE ISLAND, FL 33706 ("GRANTOR") hereby grants to PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTEE and the U.S. Army Corps of Engineers have entered into a Project Cooperation Agreement for the Pinellas County Shore Protection Project at Treasure Island (the "PROJECT"), which provides for beach nourishment and other shoreline protection measures in the Treasure Island region;

GRANTOR, for and in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey a Temporary Construction Easement, non-exclusive, and assignable easement and right-of-way ("EASEMENT") over, across, and upon the land described and depicted more fully in Exhibit "A", attached hereto and fully incorporated herein ("EASEMENT AREA"), for use by GRANTEE, its representatives, agents, and contractors.

TO HAVE AND TO HOLD said Easement unto said GRANTEE, subject to the following conditions:

1. GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property in which the EASEMENT AREA is located, and that (b) GRANTOR has full right and lawful authority to grant and convey this EASEMENT to the GRANTEE.

2. GRANTOR agrees to grant access for a period of two (2) years over, across, and upon the EASEMENT AREA for ingress and egress of GRANTEE, its representatives, agents, contractors, subcontractors, assigns, equipment, and necessary access that will allow Grantee:

- To construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace public beaches and dune systems;
- To undertake other erosion control and storm damage reduction measures together with appurtenances thereto, including but not limited to the right to deposit sand;
- To accomplish any alterations of contours on said land;

- To construct beach berms and dunes and to plant vegetation thereupon;
- To nourish and renourish public beaches and dune systems periodically;
- To move, store, and remove equipment and supplies;
- To erect and remove temporary structures;
- Renourishment and maintenance of the PROJECT, together with the right of public use and access;
- To erect, maintain, and remove silt screens and sand fences;
- To facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- To trim, cut, fell, and remove from said lands trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the EASEMENT AREA; and
- To perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the PROJECT,

3. GRANTOR, its successors, and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that 1) such structures shall not violate the integrity of the dune in shape, dimension, or function; 2) that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE; and 3) that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project.

4. GRANTOR, its successors, and assigns reserve all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights conveyed herein to GRANTEE, and subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

5. Nothing herein shall be construed as waiver of any defense or limitation available to the Grantee pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.

6. This Easement will become effective upon proper execution by GRANTOR.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

_____
Signature of 1st Witness

_____
Print Name of 1st Witness

_____
Address of 1st Witness

_____
Signature of 2nd Witness

_____
Print Name of 2nd Witness

_____
Address of 2nd Witness

GRANTOR:

_____
Signature of Grantor

_____
Print Name of Grantor

_____
Title of Grantor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, _____, by _____ as
(numeric date) (month) (year) (name of signer)

_____ for _____.
(type of authority, e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTIONS 22 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

DESCRIPTION

All that portion of beach area, being part of the City of Treasure Island, recorded in Chancery Order 294, Pages 353-392, Chancery Case No. 37,579, public records of Pinellas County, Florida, in Government Lot 1, Section 22, Township 31 South, Range 15 East and Government Lot 2, Section 23, Township 31 South, Range 15 East, Pinellas County, bounded on the Southwest by the Mean High Water Line of the Gulf of America (FKA Gulf of Mexico) and the Erosion Control Line recorded in Erosion Control Line Book 3, Page 11, bounded on the Northwest by 127th Avenue and bounded on the Southeast by the southwesterly prolongation of 119th Avenue to the waters of the aforementioned Gulf.

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Date: 2025.05.28 08:27:14 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6647, STATE OF FLORIDA

DATE

GREGORY DUQUE
License Number 6647
STATE OF FLORIDA
Professional Surveyor and Mapper

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY:	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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EXHIBIT A

Parcel No.: P703

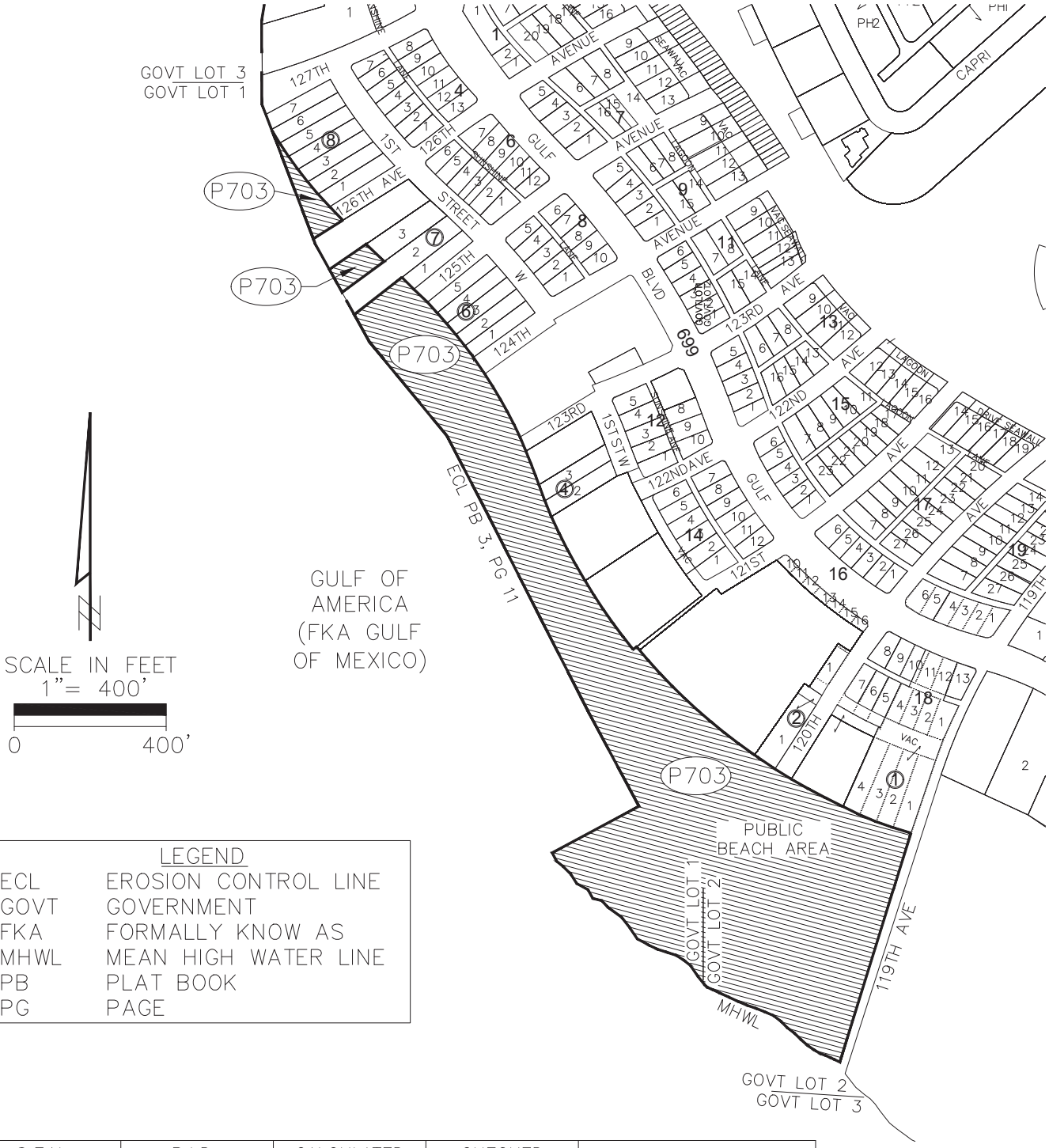
SHEET 1 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 22 & 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

SKETCH - NOT A SURVEY



LEGEND	
ECL	EROSION CONTROL LINE
GOVT	GOVERNMENT
FKA	FORMALLY KNOW AS
MHWL	MEAN HIGH WATER LINE
PB	PLAT BOOK
PG	PAGE

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY:	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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EXHIBIT A

Parcel No.: P703

SHEET 2 OF 2

Project: 002574A Treasure Island
PID# 002574A
Prepared by and return to:
Construction and Property Management
Real Property Division
Attn: Kit Lindsay
509 East Ave. South
Clearwater, FL 33756

BEACH STORM DAMAGE REDUCTION EASEMENT

THIS BEACH STORM DAMAGE REDUCTION EASEMENT made this ____day of _____20__, by TREASURE ISLAND, CITY OF whose address is 8000 W GULF BLVD, TREASURE ISLAND, FL 33706 ("GRANTOR") hereby grants to PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTEE and the U.S. Army Corps of Engineers have entered into a Project Cooperation Agreement for the Pinellas County Shore Protection Project at Treasure Island (the "PROJECT"), which provides for beach nourishment and other shoreline protection measures in the Treasure Island region;

GRANTOR, for and in consideration of the mutual benefits to be derived from the permitted uses described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey a Temporary Construction Easement, non-exclusive, and assignable easement and right-of-way ("EASEMENT") over, across, and upon the land described and depicted more fully in Exhibit "A", attached hereto and fully incorporated herein ("EASEMENT AREA"), for use by GRANTEE, its representatives, agents, and contractors.

TO HAVE AND TO HOLD said Easement unto said GRANTEE, subject to the following conditions:

1. GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property in which the EASEMENT AREA is located, and that (b) GRANTOR has full right and lawful authority to grant and convey this EASEMENT to the GRANTEE.

2. GRANTOR agrees to grant access for a period of two (2) years over, across, and upon the EASEMENT AREA for ingress and egress of GRANTEE, its representatives, agents, contractors, subcontractors, assigns, equipment, and necessary access that will allow Grantee:

- To construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace public beaches and dune systems;
- To undertake other erosion control and storm damage reduction measures together with appurtenances thereto, including but not limited to the right to deposit sand;
- To accomplish any alterations of contours on said land;

- To construct beach berms and dunes and to plant vegetation thereupon;
- To nourish and renourish public beaches and dune systems periodically;
- To move, store, and remove equipment and supplies;
- To erect and remove temporary structures;
- Renourishment and maintenance of the PROJECT, together with the right of public use and access;
- To erect, maintain, and remove silt screens and sand fences;
- To facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- To trim, cut, fell, and remove from said lands trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the EASEMENT AREA; and
- To perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the PROJECT,

3. GRANTOR, its successors, and assigns reserve the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that 1) such structures shall not violate the integrity of the dune in shape, dimension, or function; 2) that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE; and 3) that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project.

4. GRANTOR, its successors, and assigns reserve all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights conveyed herein to GRANTEE, and subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

5. Nothing herein shall be construed as waiver of any defense or limitation available to the Grantee pursuant to Florida Statutes, Section 768.28, as now in effect or as may be amended from time to time.

6. This Easement will become effective upon proper execution by GRANTOR.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has fully executed this Easement the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

_____
Signature of 1st Witness

_____
Print Name of 1st Witness

_____
Address of 1st Witness

_____
Signature of 2nd Witness

_____
Print Name of 2nd Witness

_____
Address of 2nd Witness

GRANTOR:

_____
Signature of Grantor

_____
Print Name of Grantor

_____
Title of Grantor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, _____, by _____ as
(numeric date) (month) (year) (name of signer)

_____ for _____.
(type of authority, e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST

DESCRIPTION

Being all that portion of CTI SUNSET BEACH SUBDIVISION, according to the Subdivision thereof, as recorded in Plat Book 120, Page 20, public records of Pinellas County, and that portion of Government Lot 4 in Section 36, Township 31 South, Range 15 East, Pinellas County, being beach area, bounded on the Northwest by northerly limits of the aforementioned CTI SUNSET BEACH SUBDIVISION, bounded on the Northeast by the Coastal Construction Control Line, according to the Bulkhead Plat Book thereof, as recorded in Bulkhead 2, Page 98, public records of Pinellas County, Florida, bounded on the Southwest by the Mean High Water Line of the Gulf of Mexico, and bounded on the Southeast by the northerly limits and the southwesterly prolongation of MANSIONS BY THE SEA, according to the Condominium thereof, as recorded in Condominium Book 39, Page 32, public records of Pinellas County, Florida,

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Date: 2025.05.28 09:00:13 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6647, STATE OF FLORIDA — DATE

GREGORY DUQUE License Number 6647 STATE OF FLORIDA Professional Surveyor and Mapper

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: GD	Pinellas County Survey and Mapping Division
02125_00001	002574A			

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Parcel No.: P705

EXHIBIT A

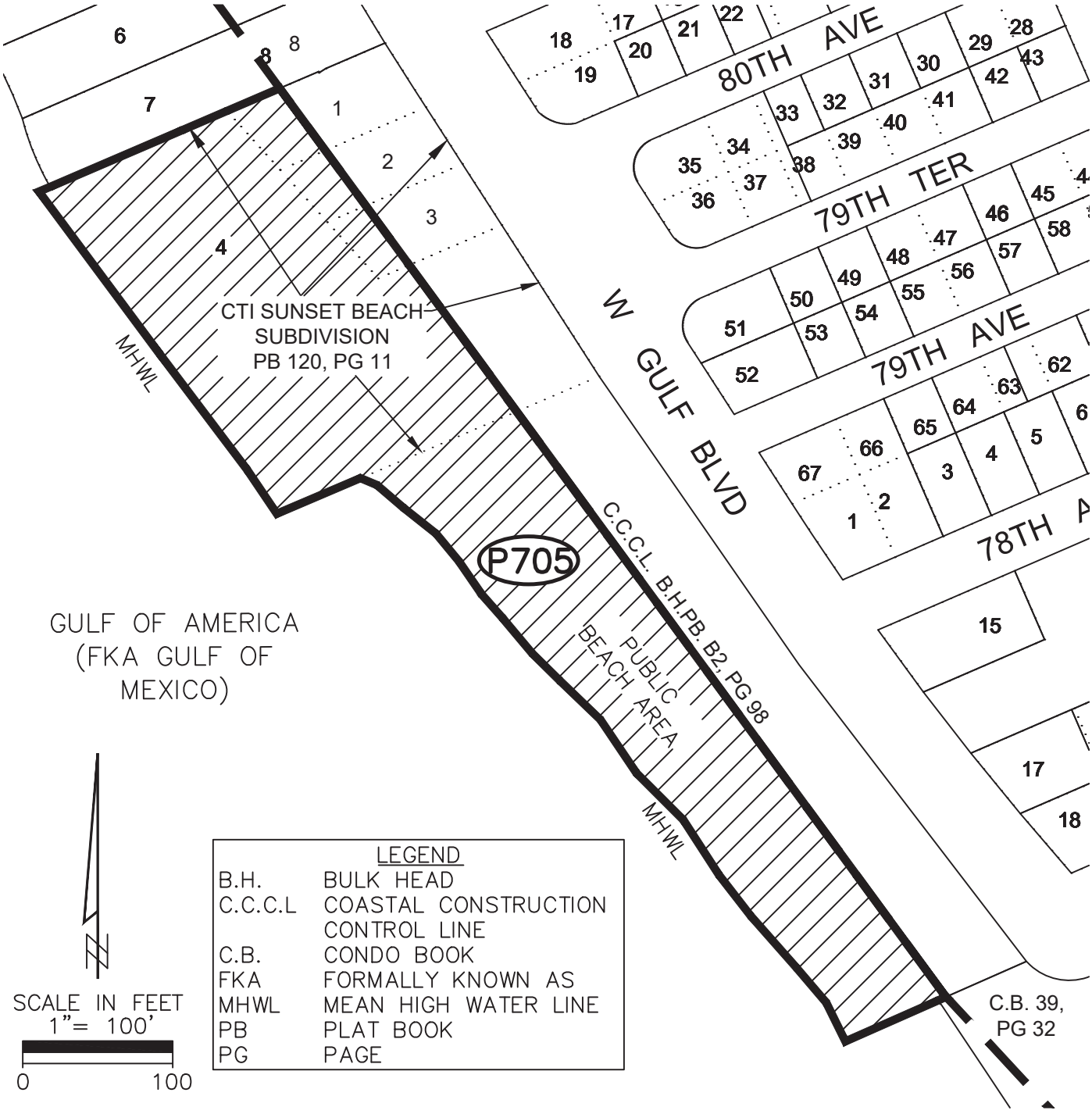
SHEET 01 OF 02

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County
PUBLIC WORKS

SECTION 36, TOWNSHIP 31 SOUTH, RANGE 15 EAST

SKETCH - NOT A SURVEY



SCALE IN FEET
1"= 100'
0 100

LEGEND	
B.H.	BULK HEAD
C.C.C.L	COASTAL CONSTRUCTION CONTROL LINE
C.B.	CONDO BOOK
FKA	FORMALLY KNOWN AS
MHWL	MEAN HIGH WATER LINE
PB	PLAT BOOK
PG	PAGE

S.F.N.:	P.I.D.:	CALCULATED BY: GD	CHECKED BY: GD	Pinellas County Survey and Mapping Division
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EXHIBIT A

Parcel No.: P705

SHEET 02 OF 02

AGENDA ITEM NO. H.11

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: June 17, 2025

SUBMITTED BY: Jessica Zamora, Human Resources

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Select Candidates for Short-Term City Manager Interviews

BACKGROUND: At the May 6, 2025, Regular Commission Meeting, the Commission voted 3-2 to place City Manager Chuck Anderson on administrative leave pending the termination of his contract with the City and to appoint Fire Chief William Barrs to serve as Acting City Manager while Mr. Anderson was on administrative leave.

At the May 27, 2025, Special Meeting, the Commission voted to move the selection of an Interim City Manager to the June 3, 2025, Regular Meeting, to give all Commissioners time to vet the candidates.
The Commission requested all candidates have City Manager Experience, Coastal Community and/or Florida experience, and be ICMA credentialed, or consider other candidates as they chose.

At the June 3, 2025, Regular Meeting, the Commission voted to reopen the recruitment until June 13, 2025. Staff would bring qualified candidates to the June 17th Regular Meeting to decide who would be interviewed. The final selection would occur at a Special Meeting on June 24, 2025.

POLICY/PURPOSE: Section 4.01 of the City of Treasure Island's Charter requires there "be a city manager who shall be the chief administrative officer of the city. The manager shall be responsible to the commission for the administration of all city affairs placed in his charge by or under this Charter."

STRATEGIC PLAN .

RELEVANCE:

ANALYSIS/DISCUSSION: The City Commission will decide which candidates will be selected for interviews.

FUNDING: TBD

MOTION: Staff direction on which candidates will be interviewed for Short-Term City Manager. Staff will assist with facilitating interviews.

ATTACHMENTS:

AGENDA ITEM NO. H.12

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Qualifications for City Manager (Commissioner Czyszczon)
BACKGROUND:	Commissioner Item
POLICY/PURPOSE:	Discuss City Manager Qualifications.
STRATEGIC PLAN RELEVANCE:	Commissioner Item
ANALYSIS/DISCUSSION:	Commissioner Item, Commissioner Czyszczon to lead discussion, staff available for Q/A.
FUNDING:	N/A
MOTION:	

ATTACHMENTS:

AGENDA ITEM NO. H.13

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 17, 2025
SUBMITTED BY:	Anthony Sabatini, Legal
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Amendments to the Rules of Procedure: Section 5.1, placing Commissioner's Reports before Adjournment, and Section 7.2. to allow for Voice Votes in some instances.
BACKGROUND:	The commissioner consented to these two proposed amendments.
POLICY/PURPOSE:	Amendments to the Rules of Procedure: Section 5.1, placing Commissioner's Reports before Adjournment, and Section 7.2. to allow for Voice Votes in some instances.
STRATEGIC PLAN RELEVANCE:	These two amendments will fulfill the will of the commission in conducting its business.
ANALYSIS/DISCUSSION:	NA
FUNDING:	NA
MOTION:	I move to approve Resolution 2025-10 to amended the Board City Commission Rules of Procedure, amending Section 5.1., placing Commissioner's Reports before Adjournment, and Section 7.2 to allow for voice votes in some instances.

ATTACHMENTS:
RES2025-10.docx
City_Commission_Rules_2025.docx

RESOLUTION 2025-10

A RESOLUTION OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING AMENDED CITY COMMISSION RULES OF PROCEDURE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of Treasure Island, Florida has adopted and periodically revises City Commission Rules of Procedure; and

WHEREAS, the City Commission wishes to adopt revised Rules of Procedure as provided herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF TREASURE ISLAND:

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Resolution.

Section 2. The City Commission Rules of Procedure are hereby revised and amended and shall read as shown in Exhibit "A" attached hereto and made a part hereof. The amendments 1) allow for voice votes in some instances, and 2) place commissioner reports as the final item before adjournment on the regular agenda.

Section 3. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

Section 5. This Resolution shall become effective upon its approval and adoption by the City Commission.

INTRODUCED AND PASSED at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

YEAS:

NAYS:

ABSENT OR ABSTAINING:

CITY OF TREASURE ISLAND, FLORIDA

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie V. Kennedy, City Clerk

Approved as to Form:

_____
Anthony Sabatini, City Attorney

CITY COMMISSION RULES OF PROCEDURE
Revised 6-15-2010, Resolution 10-49
Revised 2-2-2016, Resolution 16-08
Revised 8-25-2017, Resolution 17-93
Revised 5-18-21, Resolution 21-05
Revised 6-13-25, Resolution 25-10

TABLE OF CONTENTS

SECTION 1. APPLICABILITY/SCOPE. 1
1.1 Applicability. 1
1.2 Scope. 1
1.3 Matters for City Commission Consideration. 1
SECTION 2. PRESIDING OFFICER – ELECTION AND DUTIES. 1
2.1 Election of Officers/Presiding Officer. 1
2.2 Call To Order. 1
2.3 Adjournment. 2
SECTION 3. MEETINGS. 2
3.1 Public Participation. 2
3.2 Public Notice. 2
3.3 Day, Time and Place of Meetings. 2
3.4 Regular Meetings. 3
3.5 Special Meetings. 3
3.6 Emergency Meetings. 3
3.7 Workshops. 4
3.8 Executive Sessions of City Commission. 4
3.9 Quorum. 5
3.10 Reading of Minutes. 5
3.11 Remote Participation. 5
3.12 Appropriately Equipped Defined. 5
SECTION 4. PREPARATION OF AGENDA. 5
4.1 City Clerk. 5
4.2 City Attorney. 6
4.3 City Commissioner. 7

4.4 Items Not on Agenda. 7
SECTION 5. ORDER OF BUSINESS. 7
5.1 Commission Regular Meetings. 7
5.2 Commission Workshops. 8
5.3 Commission Special Meeting and Special Workshop. 8
5.4 Planning & Zoning Board / Local Planning Agency Meeting. 8
5.5 Code Enforcement Board Meeting. 8
5.6 All other board and committee meetings. 9
SECTION 6. PUBLIC HEARINGS. 9
6.1 Non-Quasi-Judicial Public Hearing. 9
6.2 Quasi-Judicial Public Hearing. 10
SECTION 7. DISCUSSION OF AGENDA ITEMS - RULES OF DEBATE 12
7.1 Generally. 12
7.2 Sequence of Debate. 12
7.3 Presiding officer may move, second and debate; responsibility. 12
7.4 All members shall vote. 13
7.5 Getting the floor, improper references to be avoided. 13
7.6 Interruptions. 13
7.7 Withdrawal of motions. 13
7.8 Amending of motions. 13
7.9 Privilege of closing debate. 14
7.10 Motion to reconsider. 14
7.11 Corrections of Clerical Errors. 14
7.12 Effect of Approvals and Denials of Motions. 14
7.13 Remarks of Commissioners - When Entered in Minutes. 14
7.14 Reconsideration to Resolve a Legal Dispute. 14
SECTION 8. RULES AND PROCEDURES FOR ADDRESSING THE COMMISSION. 15
8.1 Public Comments. 15
8.2 Agenda Items. 15
8.3 Speaking Once on Topics. 15
8.4 Written Communications. 15
8.5 Oral Communications. 16

8.6 Reading of protests, etc. 16
8.7 Cellular Telephones 16
8.8 Addressing the Commission, After Motion 16
8.9 Addressing Commission, Manner & Time Limit. 16
8.10 Members of the Public. 16
SECTION 9. DECORUM. 17
9.1 By Commission Members. 17
9.2 By persons. 17
9.3 Enforcement of Decorum 17
SECTION 10. THE RECORD 18
10.1 Automatically Included in the Record of Decision of the City 18
10.2 Items Which Will Be Placed in the Record. 18
10.3 Custodian. 19
10.4 Correction of Errors in the Record. 19
10.5 Exhibits 19
SECTION 11. SUSPENSION OF RULES 19
SECTION 12. AD HOC COMMITTEES 19
SECTION 13. CONFLICTS; USE OF OTHER RULES. 19
13.1 Conflict with Other Laws. 19
13.2 Robert's Rules of Order. 20
SECTION 14. EFFECTIVE DATE 20

SECTION 1. APPLICABILITY/SCOPE.

1.1 Applicability.

These Rules of Procedures shall govern the meetings, hearings, and workshops of the City Commission for the City of Treasure Island, Florida and any subordinate boards, committees, or advisory committees, unless such subordinate bodies have adopted their own formal procedures. If subordinate bodies adopt their own procedures, such procedures shall not be materially inconsistent with these Rules of Procedures. As these rules apply to subordinate boards, committees or advisory committees, chairman replaces mayor and vice chairman replaces vice mayor.

1.2 Scope.

Consistent with the requirements of Chapters 166 and 286 of the Florida Statutes, and other applicable law, the City Commission of the City of Treasure Island has adopted these rules to govern its meetings, hearings, and workshops. While encouraging appropriate public participation and an informal and civil atmosphere, the Commission intends to retain the structure and decorum required for the orderly, efficient and professional conduct of business. The purpose of these rules are to provide procedures which will be convenient for the public, fair to all members of the City Commission and contribute to the orderly conduct of City business.

1.3 Matters for City Commission Consideration.

Any matters that relate to the Commission's duties, authority of powers under Chapter 166 of the Florida Statutes, or other applicable law or which relate to the City of Treasure Island's property or legal or financial interests, or the public health, safety, welfare, or morals of the City of Treasure Island may be brought before the Commission for appropriate consideration or action.

SECTION 2. PRESIDING OFFICER – ELECTION AND DUTIES.

2.1 Election of Officers/Presiding Officer.

The presiding officer of the Commission shall be the Mayor. At the first Commission meeting after each regular city election, the Commission shall elect one of its members to serve as vice-mayor. The vice-mayor shall act as presiding officer during the absence or disability of the Mayor. The presiding officer shall preserve strict order and decorum at all Commission meetings. The presiding officer shall state questions coming before the Commission, announce its decisions on all subjects, and decide all questions of order; subject, however, to an appeal to the City Commission as a whole, in which event a majority vote of the Commission members present shall govern and conclusively determine such question of order.

2.2 Call To Order.

The Mayor, or in the Mayor's absence, the Vice-Mayor, shall call the Commission to

order. In the absence of the Mayor and the Vice-Mayor, the Commission member present who has served longest shall be designated the Acting Mayor and shall perform the duties of the Mayor. Upon arrival of the Mayor or Vice-Mayor, the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Commission.

2.3 Adjournment.

At the conclusion of business, the Presiding Officer shall call for a motion to adjourn the meeting. Alternatively, the Presiding Officer may inquire whether there is any further business to come before the Commission and if no one speaks, may adjourn the meeting.

SECTION 3. MEETINGS.

3.1 Public Participation.

All meetings of the City Commission, whether regular, workshop or special, shall be open to the public, with the exception of a closed executive session as authorized by State law.

3.2 Public Notice.

All meetings where two or more commissioners are anticipated to be present to discuss city business shall be noticed and recorded in accordance with State law.

3.3 Day, Time and Place of Meetings.

A. City Commission Meetings - The City Commission shall conduct its regular and workshop meetings on the first and third Tuesday of every month and may be cancelled or rescheduled by motion. When the day fixed for any meeting of the Commission falls upon a date designed by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meeting shall be canceled or held at a date and time agreed upon by the City Commission. Regular, workshop and special meetings shall be held in the City Auditorium, 120 108th Avenue, or in some other duly designated place.

B. Planning & Zoning Board / Local Planning Agency Meetings - The Planning & Zoning Board shall conduct its meetings on the third Thursday of every month, and the Local Planning Agency shall conduct its meetings on the second Thursday of every month. All meetings may be cancelled or rescheduled by motion. When the day fixed for any meeting of the Planning & Zoning Board / Local Planning Agency falls upon a date designed by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meeting shall be canceled or held at a date and time agreed upon by the Planning & Zoning Board / Local Planning Agency. Meetings shall be held in the City Auditorium,

120 108th Avenue, or in some other duly designated place.

C. <u>Code Enforcement Board</u> - The Code Enforcement Board shall conduct its meetings on the third Wednesday of every month and may be cancelled or rescheduled by motion. When the day fixed for any meeting of the Code Enforcement Board falls upon a date designed by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meeting shall be canceled or held at a date and time agreed upon by the Code Enforcement Board. Meetings shall be held in the City Auditorium, 120 108th Avenue, or in some other duly designated place.

D. <u>For all other committee or board meetings</u> – as determined by resolution creating the committee or board meeting or as otherwise determined by the board or committee.

3.4 <u>Regular Meetings.</u>

The City Commission may establish and announce a regular meeting schedule. All regular meetings shall ordinarily commence at 6:00 p.m. in the Commission chambers. Any scheduled regular meeting may be commenced earlier or later, postponed or canceled, or held in a different location pursuant to a motion adopted at a regular meeting by a majority of the Commissioners present or by direction of the City Manager if the Commission chambers were damaged.

3.5 <u>Special Meetings.</u>

A Special meeting or workshop may be called by the Mayor, the Vice-Mayor in the Mayor's absence, or a majority of the Commissioners upon at least 24 hours' written or verbal notice to each member, served personally or left at his/her usual place of business or abode. Whenever a special meeting is called, written notice shall be given by the City Clerk to the Commissioners, the City Manager, the City Attorney, and any persons entitled, as a matter of law, to written notice, stating the date, hour and place of the meeting and the purpose(s) for which the meeting is called. The requirement of notice may be waived if all members of the Commission are present at roll call of the special meeting or workshop. All members of the Commission shall receive immediate notification by telephone or other electronic or manual means of any change of special meeting or workshop date or time.

3.6 <u>Emergency Meetings.</u>

An emergency meeting may be called by the Presiding Officer. An emergency meeting may be called only when the person calling the meeting believes that a situation exists that may involve serious consequences and that requires immediate consideration or action by the Commission. Whenever such emergency meeting is called, the City Manager, if he or she is unavailable, the Assistant City Manager, City Clerk or Deputy City Clerk or Chief of Police, shall make a diligent and good faith attempt to notify each Commission Member, the Clerk, the City Attorney, any person entitled to notice as a matter of law, and the press stating the date, hour, and place of the

meeting, the nature of the emergency, and the purpose(s) for which the meeting is being called. The notice shall be in writing if possible. No other business shall be transacted at the meeting, and the minutes of each emergency meeting shall include the nature of the emergency and the record of notice.

3.7 Workshops.

Workshop meetings of the Commission are held for the purpose of the Commission being informed on and discussing matters which may come before them for consideration at a regular or special meeting. Workshops are to consider matters that are not ready for Commission action or for the purpose of gathering information or advising the Commission on any new or different administrative operations or service City staff will undertake. No official action by the City Commission may be taken during a workshop.

3.8 Executive Sessions of City Commission.

The City Commission may hold closed executive sessions as authorized by law, including but not limited to litigation meetings (§ 286.011(8), Fla. Stat.), risk management meetings (§768.028 (16), Fla. Stat.), and collective bargaining meetings (§ 447.605, Fla. Stat.).

A. Litigation Meetings. The City Commission may hold litigation meetings to discuss pending litigation to which the City is a party before a court or administrative agency so long as such meetings are noticed, held and reported, and the records thereof preserved and made available to the public upon conclusion of the litigation in compliance with § 286.011(8), Fla. Stat., and any amendments thereto.

B. Risk Management Meetings. Portions of the City Commission's meetings and proceedings that are conducted pursuant to the City's Risk Management Program and that relate solely to the evaluation of claims filed with the Risk Management Program, or that relate solely to offers of compromise of such claims, may be held in private session, so long as such meetings or portions of meetings are held and a record thereof is preserved in compliance with §768.028 (16), Fla. Stat., and any amendments thereto. In accordance with (§768.028 (16), Fla. Stat., and any amendments thereto or successor or supplemental statutes and other applicable laws the minutes of Risk Management meetings and other records thereof are except from public disclosure under §119.07(1), Fla. Stat., until termination of all litigation and settlement of all claims arising out of the same incident.

C. Collective Bargaining Meetings. All discussions between the City Manager, the City Attorney, and the City Commission relative to collective bargaining shall be closed and exempt from the provisions of §286.11, Fla. Stat., as provided in § 447.605, Fla. Stat.

3.9 Quorum.

A quorum exists only when a majority of the Commission Members are physically present. Unless otherwise provided by law, a majority vote, where a quorum is present, constitutes action of the Commission. In the absence of a required quorum, those Commissioners assembled, including a single Commissioner, if only one is present, may take measures to obtain a quorum, fix the time to which to adjourn or take a recess, and open and continue a public hearing on any scheduled matter to a time and date certain, but shall take no testimony and conduct no other business. Nothing in this Section shall limit any procedure, rules, statutes, or other lawful authority governing the conduct of business in the event of a disaster or emergency.

3.10 Reading of Minutes.

Minutes of Commission meetings shall be read at the request of any member of the City Commission.

3.11 Remote Participation.

A Commission member seeking to attend all, or any portion of a meeting via electronic means shall submit his/her request to the Presiding Officer with as much advance notice as possible. The Presiding Officer is authorized to consult with the City Attorney and or City Manager as needed and to grant or deny the request to appear electronically. If the presiding officer grants the request, then the City Manager shall ensure the chambers is appropriately equipped to permit any audio/video interaction needed. The Presiding Officer may permit electronic attendance where a Commission member is incapacitated due to illness or injury or hindered by circumstances from physically attending but is otherwise able to concentrate and give his/her attention to the business of the Commission. No more than one Commission members may attend a meeting electronically. The Commission member attending remotely may participate in discussion of the Commission but may not vote.

3.12 Appropriately Equipped Defined.

For purposes of section 3.11, the term "appropriately equipped" shall mean that level of equipment allowing the Commissioner attending electronically to hear fellow Commissioners and any person presenting at the microphone; allowing all other Commissioners and all persons attending in the Chambers to hear the Commissioner attending electronically; and for matters expected to include video or graphic presentations, the ability of the Commissioner attending electronically to view via a video feed the same images seen by Commissioner physically attending.

SECTION 4. PREPARATION OF AGENDA.

4.1 General.

Generally, reports, communications, ordinances, resolutions, contract documents or

other matters to be submitted to the City Commission are to be discussed by the City Commission at a regular or special workshop. The Commission shall, by consensus, indicate whether or not the item is to be placed on a regular meeting agenda. The Mayor shall set forth the agenda for all regular and special meetings of the Commission with the approval of the majority of the Commission.

4.2 Exceptions.

The exception to the workshop requirement shall be:

a) the acceptance of donations or grant monies;

b) board and committee appointments and appointment of the Mayor and Commissioners to boards and committees;

c) routine requests for use of the beach or city facilities, and public rights-of-way (parades or races) which have been approved by the Commission in the past;

d) vacation of public right-of-ways or easements and other public accesses;

e) applications for matters other than quasi-judicial items in which the PZB/LPA has made a recommendation to the City Commission;

f) informational items;

g) annual Ordinance adoption setting the dates of the candidate qualifying period and municipal election;

h) renewing Interlocal Agreements with a public entity;

i) hold harmless and indemnification agreements with a public entity;

j) quasi-judicial items;

k) items when due to extenuating circumstances expedited action is in the interest of the City as deemed appropriate by the Commission; and

l) items the City Manager recommends proceed directly to the meeting shall be placed on the meeting agenda; however any Commissioner may remove the item from the agenda.

The exceptions may proceed directly to a regular meeting for a vote without first going to a workshop.

4.3 City Clerk.

The City Clerk shall prepare the agendas and assemble the accompanying backup or background information for the City Commission meetings. No item may be added to the agenda without the approval of the City Manager.

4.4 City Attorney.

The City Attorney will establish a portion of the agenda for the City Commission meetings and may add supplemental items to the agenda whenever, in the discretion

of the City Attorney, such items require the City Commission attention at that meeting.

4.5 City Commissioner.

Any City Commissioner may have an item placed on an agenda at any time consistent with all applicable notice requirements.

4.6 Items Not on Agenda.

Matters that do not require separate public notice may, with the consent of the majority of the Commissioners present, be considered and acted upon at any regular or special City Commission meeting.

SECTION 5. ORDER OF BUSINESS.

Following is order of business for all commission, committee and board meetings unless otherwise determined by the commission, committee or board.

5.1 Commission Regular Meetings.

At each Regular meeting of the Commission, the business to be considered shall be taken up for consideration and disposition in the following order:

a) Optional Invocation and/or Pledge of allegiance.

b) Roll call.

c) Approval of Meeting and/or Workshop Agendas.

d) Proclamations, Recognitions, Certificates of Appreciation.

e) Public Comments on Non-Agenda Items.

f) Approval of Minutes.

g) Consent Agenda.

h) Ordinances, Resolutions and Other Items of Business - Introduction, Public Comment, and Adoption.

i) Commissioners' Comments and Reports

j) Adjournment.

5.1.1 Consent Agenda.

Any item(s) not requiring individual action or public hearing may be designated for action at the Commission meeting on the "Consent" agenda. Any Commissioner, City Attorney, or City Manager may withdraw any item(s) from the Consent Agenda for individual discussion and Commission action. Any item so removed from the Consent Agenda shall be considered after other items on the consent portion of the agenda have been heard.

5.2 Commission Workshops.

At each workshop meeting of the Commission, the business to be considered shall be taken up for consideration and disposition in the following order:

a) City Attorney/ City Manager Reports & Comments.

b) Discussion Items and Public Comment on Discussion Items.

c) Public Comments on Non-Agenda Items.

d) Adjournment.

5.3 Commission Special Meeting and Special Workshop.

At each Special meeting or Special workshop, the business to be considered shall be taken up for consideration and disposition in the following order:

a) Optional Invocation and/or Pledge of allegiance.

b) Roll call.

c) Discussion/Action Item(s) with Public Comment on Discussion/Action Item(s).

d) Adjournment.

5.4 Planning & Zoning Board / Local Planning Agency Meeting.

At each Planning & Zoning Board / Local Planning Agency Meeting the business to be considered shall be taken up for consideration and disposition in the following order:

a) Optional Invocation and/or Pledge of allegiance.

b) Roll call.

c) Cell Phone Announcement and Administration of Oath.

d) Approval of Minutes.

e) Ex-Parte Communication Disclosure.

f) Presentation of Items of Business.

g) Local Planning Agency Meeting Items.

h) Public Comments on Non-Agenda Items.

i) Reports & Comments of City Attorney, Staff, and Board Members.

j) Adjournment.

5.5 Code Enforcement Board Meeting.

At each Code Enforcement Board Meeting the business to be considered shall be taken up for consideration and disposition in the following order:

a) Optional Invocation and/or Pledge of allegiance.

b) Roll call.

c) Cell Phone Announcement and Administration of Oath.

d) Approval of Minutes.

e) Explanation of Hearing Procedures.

f) Ex Parte Communication Disclosure.

g) Case Hearings.

h) Reports & Comments of City Attorney, Staff, and Board Members.

i) Public Comments on Non-Agenda Items.

j) Adjournment.

5.6 All other board and committee meetings.

At all other board and committee meetings the business to be considered shall be taken up for consideration and disposition in the following order:

a) Optional Invocation and/or Pledge of allegiance.

b) Roll call.

c) Discussion/Action Item(s) with Public Comment on Discussion/Action Item(s).

d) Adjournment.

SECTION 6. PUBLIC HEARINGS.

6.1 Non-Quasi-Judicial Public Hearing.

Refers to a hearing where the public is both invited and entitled to be heard on a matter pending before the Commission, typically requiring an advertisement in a local newspaper, or other medium as may be prescribed by law, of the matter to be considered. Examples include hearings to consider the adoption, repeal, or amendment of ordinances, or in some cases resolutions.

6.1.1 Procedure for Non-Quasi-Judicial Public Hearing.

a) Initial Presentation by applicant (if applicable) and then by Staff.

b) Questions by the City Commission.

c) Public Comment on Agenda Item.

d) Closing of Public Comment.

e) Staff Response and Summary

f) Commission discussion.

g) Inquiry, Clarification, and Comments during Presentations. It is the intent of

the Commission that its public hearings be orderly and, in that respect, interruption of presentations should be avoided. However, it is also the intent of the Commission that a complete record of relevant facts be established and a complete understanding of the matters under consideration be obtained. Thus, at any time during a public hearing, the Commission Members may be allowed to comment or make inquiry of persons addressing the Commission, or of staff or other persons in attendance, or may allow staff or the City Attorney to comment or make such inquiries.

6.2 Quasi-Judicial Public Hearing.

Refers to a type of public hearing in which the Commission is required to assume a more adjudicatory role, as distinguished from a legislative role. In quasi-judicial hearings, certain procedural requirements are required by State Law. The following types of public hearings shall be conducted as quasi-judicial: certain zoning amendments; development agreements if accompanied by a quasi-judicial development application; an appeal to the Commission of an administration determination; and such other hearings as may be required by law to be treated as quasi-judicial.

6.2.1 Procedure for Public Hearings on Quasi-Judicial Matters.

a) Presiding Officer or City Attorney Explanation of hearing process.

b) Oath or Affirmation – Prior to addressing the Commission at a quasi-judicial public hearing, each person who intends to address the Commission shall declare, pursuant to oath or affirmation administered by the Clerk or another duly authorized person, that the factual statements or representations that he or she will present shall be truthful and accurate. Any person who knowingly makes a false statement or representation under oath or affirmation shall be subject to criminal and other sanction as provided by law, in addition to any consequence provided for under the Commission Procedures or any City of Treasure Island Resolution or Ordinance.

c) City Commission Disclosure – Ex-parte Communications. Commission members shall disclose into the record factual matters which are not already contained in the record, when such Commission members have personal knowledge pertaining to the physical characteristics of a site, its surrounding, or other communications relevant to the matter of being heard.

d) Applicant presentation – 10 minutes however, more time may be given by the presiding officer to ensure all relevant testimony is presented. Witnesses may be cross examined by Commission, City Attorney, staff or staff counsel and public. The Applicant has the burden of proving that the proposal is consistent with the City Code and Comprehensive Plan, as applicable.

e) Staff presentation – 10 minutes however, more time may be given by the presiding officer to ensure all relevant testimony is presented. City of Treasure

Island staff shall summarize its findings and conclusions relating to the quasi-judicial matter to the Commission so as to provide an overview of the proposed matter and identify issues for the Commission's consideration. Witnesses may be cross examined by Commission, City Attorney, or the applicant.

f) Public Comment on Agenda Item – Each person choosing to speak should comply with Section 8 of the Rules and identify whether or not he/she has been sworn. Testimony presented shall be competent substantial in nature.

g) Rebuttal by Applicant – 5 minutes max. Rebuttal must only address comments made in the previous presentations.

h) City Commission questions.

i) Close public hearing.

j) Commission Action – All decisions shall be based on the evidence presented at the hearing on the case, which shall include the agenda materials, minutes, the project file, testimony presented and other evidence presented. Strict rules of evidence shall not apply but the evidence must be relevant to the issues before the Commission.

k) Inquiry, Clarification and Comments During Quasi-Judicial Presentations – It is the intent of the City Commission that its quasi-judicial public hearings be orderly and to that end, interruption of presentations is ordinarily to be avoided. It is also the intent of the City Commission that a complete record of relevant facts be established and a complete understanding of the matters under consideration be obtained. Accordingly, the presiding officer, at any time during a public hearing, may allow Commissioners to comment or make inquiry of persons addressing the Commission, or of staff or other persons in attendance or may allow staff, the City Manager or the City Attorney to comment or make such inquiries.

l) Other Procedural Guidelines.

l.1 <u>Authorization of Group Representatives.</u> Before a person representing an organization or group speaks, that person shall state whom he or she represents and provide written authorization as evidence of their authority to speak on behalf of the organization in regard to the matter under consideration, unless the Presiding Officer waives this requirement. In quasi-judicial hearing matters, anyone representing an organization must present written evidence of their authority to speak on behalf of the organization in regard to the matter under consideration. The Commission may make further inquiry into the representative authority of such person. Only one five minute time allotment per hearing is allowed for each organization or group of persons represented at the hearing.

l.2. **Experts. In quasi-judicial proceedings, persons purporting to offer expert testimony shall identify any educational, occupational, and other expertise that they possess that is relevant to their qualifications to speak regarding the matter under consideration. Persons purporting to offer expert testimony in other contexts, such as legislative proceedings, may likewise be required to identify their expertise. Any Member of the Commission, the City Manager, or the City Attorney or staff attorney or member of the public may inquire further as to such expertise.**

l.3. **Custodian. The City Clerk shall be custodian of all of the documents entered into the record at any public hearing.**

SECTION 7. DISCUSSION OF AGENDA ITEMS - RULES OF DEBATE.

7.1 Generally.

At the hour set for each meeting, members of the City Commission, the City Attorney, the City Manager and the City Clerk shall be seated, and the business of the City Commission shall be taken up in accordance with the agenda prepared for the meeting. The presiding officer may take business out of order if he or she determines that such a change will expedite the business of the City Commission or will otherwise be in the City's best interest.

7.2 Sequence of Debate.

With the exception of quasi-judicial matters, action on items before the Commission shall be commenced by oral motion of a Commissioner. If no motion is made, the action or item before the Commission has yet to be commenced and the item cannot proceed. Such motion can approve, the item, approve the item with conditions, disapprove the item, or postpone the action and move on to the next piece of business. Upon said motion receiving a second said motion shall then be opened for discussion. At the conclusion of discussion, action on the motion shall be concluded by either voice vote, or if the item is a resolution or ordinance, by roll call vote, commencing with the Commission member making the motion followed by the Commissioner of the next district *[EXAMPLE: Motion made by District 2 and seconded by District 4 – Voting sequence would be District 2, District 3, District 4, District 1, Mayor].* The Commissioner making any motion or second shall not be required to vote affirmatively on said motion. Immediately prior to, or after the vote, the presiding officer may allow any Commissioner to give a brief statement to explain his/her vote, which shall not be used to further argue in favor of or against the motion. A commissioner will have the privilege of filing with the City clerk a written explanation of his/her vote which shall become part of the record of the proceeding.

7.3 Presiding officer may move, second and debate; responsibility.

The Mayor, Vice-Mayor or such other member of the Commission as may be presiding may move, second and debate from the chair subject only to such

limitations of debate as are imposed by these rules on all members and shall not be deprived of any of the rights and privileges of the Commissioner by reason of the Commissioner acting as a presiding officer. The presiding officer has the responsibility of controlling and expediting debate. A commission member who has been recognized to speak on a question has a right to the undivided attention of the commission. The presiding officer responsibility is to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

7.4 All members shall vote.

No member of the Commission who is present at any meeting of the Commission at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present except when, with respect to any such member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes, or Section 286.012, Florida Statutes. In such cases, such members shall comply with the disclosure requirements of Section 112.313, Florida Statutes. When the vote of the Commission is equally divided, the status quo shall be maintained. In such an event, a person who sought a change in status quo shall be considered to have had the request denied. In the event of an equally divided vote, the matter at issue may be brought back before the Commission by motion of any Commissioner by no later than the next regular meeting.

7.5 Getting the floor, improper references to be avoided.

Every Commissioner desiring to speak shall address the presiding officer and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all personalities and indecorous language.

7.6 Interruptions.

A Commissioner, once recognized, shall not be interrupted when speaking except to call the Commissioner to order or as herein otherwise provided. If a member while speaking is called to order, said member shall cease speaking until the question of order is determined, and if in order, the Commissioner shall be permitted to proceed.

7.7 Withdrawal of motions.

Any motion before the Commission may be withdrawn at any time prior to a vote being taken thereon by the Commissioner making such motion, upon agreement by the Commissioner seconding said motion to withdraw his/her second.

7.8 Amending of motions.

At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission shall at the conclusion of discussion, first vote on the amending motion and then upon the original

motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in sub-paragraph 7.6 above.

7.9 Privilege of closing debate.

The Commissioner moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.

7.10 Motion to reconsider.

A motion to reconsider any action taken by the Commission may be made only on the day of such action or no later than the next regular meeting. If the question was decided by a tie vote, any Commissioner may move for reconsideration of the question at the same meeting or at the next regular meeting of the City Commission or at the next meeting of the City Commission where a full Board is present. In no event will the motion to reconsider be made later than thirty (30) days after a vote on a quasi-judicial matter. It may be made either immediately during the same session, or at a recessed or adjourning session thereof. Such motion must be made by one of the prevailing side but may be seconded by any member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Commission from making or remaking the same or any other motion at a subsequent meeting of the Commission.

7.11 Corrections of Clerical Errors.

Any Member of the Commission may move at any time for correction of clerical or typographical errors inadvertently included in any matter previously passed by the Commission.

7.12 Effect of Approvals and Denials of Motions.

When a matter is brought forward to a vote based on a motion to approve it or approve it with modifications, and such motion fails, the status quo ante shall be maintained, and the matter shall be considered to have been denied. A denial will not preclude a subsequent motion to approve with different modifications at the same meeting. When a matter is brought to a vote based upon a motion to deny it, and said motion fails, the matter will not be considered granted and will be treated as if no action has been taken on the matter. Such a vote will not preclude a subsequent motion at the same meeting to approve or approve with modifications.

7.13 Remarks of Commissioners - When Entered in Minutes.

The City Clerk shall be directed to enter in the minutes a synopsis of the discussion.

7.14 Reconsideration to Resolve a Legal Dispute.

The City Commission may reconsider a prior decision, regardless of the time elapsed,

when advised to do so by the City Attorney for the purpose of resolving a legal dispute arising from the decision.

SECTION 8. RULES AND PROCEDURES FOR ADDRESSING THE COMMISSION.

8.1 Public Comments.

Any person desiring to address the Commission on items not listed on the agenda may do so during Public Comments. Individuals addressing the Commission on the same topic should attempt to provide new information and not repeat the comments of the previous speaker.

8.2 Agenda Items.

Any person desiring to address the Commission shall first complete a card expressing the desire to address the Commission on an agenda item. A separate card shall be completed for each agenda item the person desires to discuss. All cards should be given to the City Clerk prior to the discussion of the agenda item. Those persons addressing the Commission on an agenda item at their request do not have to complete a card for that item.

To the extent practicable, the Commission may provide additional public access to public meetings for all non-quasi-judicial items through communications media technology ("CMT"), such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes. If CMT is offered, then it must provide: public access to CMT that is free of charge for every member of the public who desires to use CMT; the public the ability to observe how the members of the Commission are able to communicate; a method for public comments to be made through CMT and made part of the record; cease the meeting if the technology fails; and the public with notice of the date, time and web address or other means of electronic access to the meeting. Any member of the public who disrupts a meeting conducted by CMT by violating any rules of decorum or otherwise disrupting the ability of others to hear or participate in the meeting may be removed from the meeting, just as individuals may be removed from a physical meeting for violating such rules. All rules related to public comment and conduct of persons attending a public meeting apply to CMT participation, except completion of a speaker card is not necessary by CMT participant.

8.3 Speaking Once on Topics.

Each person is limited to speak once on each Agenda Item unless otherwise approved or requested by the Commission.

8.4 Written Communications.

Interested parties or their authorized representatives may address the Commission by written communications in regard to matters under discussion. Relevant and admissible written comments submitted shall be considered and entered into the

record of the meeting. Written comments received by City Commissioners regarding a matter that is the subject of a quasi-judicial public hearing shall be distributed to all City Commissioners, the Community Improvement Department and the City Attorney, and will be made available for review by the Applicant and the public in a project reading file maintained by the Community Improvement Director (for land use matters) and by the City Manager (for all other matters).

8.5 Oral Communications.

Interested parties or their designated representatives may address the Commission by oral communications in regard to matters then under discussion.

8.6 Reading of protests, etc.

Interested persons or their authorized representatives may address the Commission by reading protests, petitions or communications relating to zoning, sewer and street proceedings, hearings on protests, appeals and petitions or similar matters in regard to matters then under consideration.

8.7 Cellular Telephones.

Cellular telephones and other sound emitting devices shall be turned off while the City Commission is in session.

8.8 Addressing the Commission, After Motion.

After a motion is made by the Commission, no person shall address the Commission without first securing the permission of the Commission to do so.

8.9 Addressing Commission, Manner & Time Limit.

Each person addressing the Commission shall step in front of the podium, shall give his/her name, and if the person is a City of Treasure Island resident the person shall identify their District of residence or if the person is not a City of Treasure Island resident, the person shall state that they are a non-resident, in an audible tone of voice for the record, and unless more or less time is granted by the presiding officer, shall limit his/her address to five (5) minutes. All remarks shall be addressed to the Commission as a body and not to any member of the Commission thereof. No person other than the Commission and the person having the floor shall be permitted to enter into any discussion either directly or through a member of the Commission, without the permission of the presiding officer. No questions shall be asked of a Commissioner except through the presiding officer.

8.10 Recordings.

Members of the public may only record a public meeting from their seat in the audience unless the member has requested an alternative recording location at least one (1) day prior to the public meeting. If such an advance request is received, the

City Clerk will attempt to provide an alternative location for recording.

SECTION 9. DECORUM.

9.1 By Commission Members.

During all meetings of the Commission, Commission members must preserve order and decorum and a member shall neither by conversation or otherwise delay or interrupt the proceeding or the peace of the Commission nor disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer, except as otherwise herein provided.

9.2 By persons.

All persons attending a Commission meeting, hearing, or workshop shall conduct themselves in a civil manner and refrain from action that disrupts the meeting or hinders the Commission in performing its duties. To these ends, such persons are prohibited from:

a) Committing acts of violence toward any person;

b) Making threats of violence or speaking "fighting words" that are likely to provoke violence;

c) disrupting the proceedings with excessive commotion or excessively loud shouting or other noise or use of obscene or crude language;

d) interfering with the rights of others to speak, hear, see, or attend the proceedings;

e) being unduly repetitious or presenting matters not relevant to the agenda item under consideration;

f) making personal attacks or insults against any person;

g) speaking on a subject about which the Commission has already taken a position or about which the Commission has voted not to receive further comment;

h) continuing to speak after the allotted time has expired or after having been ruled out of order;

i) or speaking on a subject that is clearly outside the purview of Section 1.2.

9.3 Enforcement of Decorum.

If it becomes necessary, the police chief or the police chief's designee shall be called to act as Sergeant-at-Arms. He/she or they shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove any person who violates the order and decorum of the meeting or to place such person(s) under arrest and cause him/her to be prosecuted

under the provisions of the Ordinances for the City of Treasure Island. The complaint shall be signed by the presiding officer.

SECTION 10. THE RECORD

10.1 Automatically Included in the Record of Decision of the City.

The following documents will automatically be included in the record decision of the City:

10.1.1 the records of the City Commission maintained by the City Clerk, which include the agenda packet, staff reports, and all items placed in the record under section 11.2; and

10.1.2 the development approval application, site and plans, if any, and all accompanying documents submitted by the applicant; and

10.1.3 all documents in the reviewing departments' files for the development approval application; and

10.1.4 the most recent copies of resumes previously filed with the City Clerk and agents speaking on the matter that had been considered; and

10.1.5 comments, documents and exhibits previously entered into the record at a prior Board meeting or Committee meeting on the particular matter or on file with the City Clerk, City Manager or Community Improvement Department prior to the public hearing including written communications to members of the Board and staff, if any; and

10.1.6 the following codes, ordinances and plans of the City: City Comprehensive Plan; the City's Land Development Code; the City's Code of Ordinances and the City's Code of Resolutions, all as may be amended; and

10.1.7 memoranda from the City Attorney directed to the City Commissioner or other City staff on that item.

10.2 Items Which Will Be Placed in the Record.

Any photographs, tapes, discs, or other recordings, documents, exhibits, diagrams, petitions, letters, or other materials presented to the City Commission in support of, or in opposition to, an item to be considered by it will be entered into the record. Where such items are in the form of handouts to be viewed by City Commissions at a Board meeting, the presenter will provide at least ten (10) copies. Additional copies may be required where necessary to be public requests. The City Commission may accept legally inadmissible items into the record for the purposes of preserving the record for appellate review, provided that City Commissions will not consider those items, or parts thereof, which are inadmissible in reaching their decision. In the event the City Commission has any questions as to the admissibility of any item presented

for placement into the record, the City Commission may defer admission of the item pending an opinion from the City Attorney's office.

10.3 Custodian.

The City Clerk will be custodian of all of the documents entered into the record at any public hearing. The Community Improvement Department and the reviewing departments for a specific development approval application (i.e. those departments who have submitted review comments to the Community Improvement Department) will be responsible for maintaining the documents pertinent to their respective review of the development approval application.

10.4 Correction of Errors in the Record.

In the event the City Commission determines that there was an error, either of commission or omission regarding the placement of an item into the record, any member of the City Commission may move to correct such error and such act of correction will be done upon a majority vote of the members of the City Commission.

10.5 Exhibits.

Unless an oversized exhibit is absolutely essential, documentary paper or photographic exhibits will not exceed 11 inches by 17 inches and, if mounted on a backboard, will be removed therefrom.

SECTION 11. SUSPENSION OF RULES.

The Rules of Procedure may be waived by simple majority.

SECTION 12. AD HOC COMMITTEES.

The City Commission, by resolution, may create one or more ad hoc committees to advise the Commission on specific matters affecting the health, safety and welfare of the citizens of the City or on matters relating to the operation of the city government. Any such ad hoc committee created shall exist for a period as may be set by the City Commission. Each committee shall have a composition as determined by the Commission with the chairperson of the committee appointed by the Presiding Officer. Each member of the Commission may nominate a member who may be a city residents to serve on any ad hoc committee, and the Commission by majority vote, shall select the members and alternates (if any) to the committee from the list of nominees.

SECTION 13. CONFLICTS; USE OF OTHER RULES.

13.1 Conflict with Other Laws.

In any instance where a procedure established by this resolution violates or is in conflict with federal or state law, County ordinance, or a final and binding order of a

court or administrative agency, or rights thereunder, the procedures established hereunder shall be inoperative to the extent of such conflict. If any portion hereof is held by a court of competent jurisdiction to be invalid, such portion shall be deemed severable from the remainder and, to the extent possible, the remainder shall be operative without the invalid portion.

13.2 Robert's Rules of Order.

In all cases not covered by these Procedures, the most current edition of Robert's Rules of Order shall be used as a general guide and may be followed by the Presiding Officer, unless the Commission overrules the Presiding Officer.

SECTION 14. EFFECTIVE DATE.

These rules shall be in force and effect immediately upon adoption by the City Commission of the City of Treasure Island and shall remain in effect until such Rules are amended or repealed.

The *Rules of Procedure* were originally adopted by Resolution 490 of the City Commission sitting in Regular Session on July 17, 1973 and any amendments thereto have been incorporated in these Rules.

Upon adoption and revision of these Rules of Procedure, the City Manager shall cause the rules to be placed on the city website for access and download by the public. For those requiring a paper copy of the rules the guidelines provided for public records shall apply.