BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, SEPTEMBER 16, 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: August 8, 2025, Budget Workshop.
08.08.2025 Workshop Minutes.pdf

G. CONSENT AGENDA

G.1 Approval of the Contract and General Conditions for the Operation of the Treasure Island and Madeira Beach Chamber of Commerce Friday Morning Market.
Mad Beach COC - Friday Market 2025.pdf

G.2 Advanced Life Support First Responder Contract, Amendment 1, with the Pinellas County EMS Authority.
2024 Treasure Island ALSFR Agreement - FINAL
TIFR 2025-26 Appendix A.pdf
2025 ALSFR Treasure Island Amendment 1 - FINAL.pdf

G.3 Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 16th annual Sanding Ovations presents *The Gallery of Sand*
FY26 Elite Event Sanding Ovations The Gallery of Sand Agreement for VS.pdf

G.4 FY25 Contract for Services with Pinellas County Sheriff's Office

Treasure Island.ACISS.CAD-FY26 Draft for Approval.pdf

H. ITEMS OF BUSINESS

H.1 Second Reading of Ordinance 2025-19 - Budget Amendment to recognize additional expenses of $3,283,300 incurred during Hurricanes Helene and Milton
Budget Amendment 2025-19.xlsx
ORDINANCE_2025-19- INSURANCE PROCEEDS.docx
Ad 52113 Ordinance 2025-19.pdf

H.2 Second Reading of Ordinance 2025-18, Amending FY 2025 to Recognize a Loan from the General Fund to the Building Fund in the Amount of $1,100,000.
ORDINANCE_2025-18 Loan to Building Fund.docx
Budget Amendment 2025-18.xlsx
Ad 52111 Ordinance 2025-18.pdf

H.3 Second Public Hearing for FY 2026 Budget
Ordinance 2025-21 Budget.pdf
Ad 53916 Ordinance 2025-21.pdf

H.4 Provide for the outsourcing of Solid Waste Services to Waste Pro Florida, Inc.
City of Seminole Solid Waste Services.pdf
WP - Agreement to Piggyback Consent Letter.pdf
WP - TI Asset Purchase Agreement.pdf
WP - Contract Extension Request.pdf
Waste Pro - Piggyback Contract WP Signed.pdf
POA - Bob Ten Haaf - Treasure Island.pdf
Waste Pro - Exhibit B - Fee Schedule.pdf

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:	September 16, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: August 8, 2025, Budget Workshop.
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 following minutes: August 5, 2025, Regular Meeting.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
08.08.2025 Workshop Minutes.pdf

BOARD OF COMMISSIONERS SPECIAL WORKSHOP
FRIDAY, AUGUST 8, 2025 – 10:00 AM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

1. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 10:00 a.m. and led in the pledge of allegiance.

2. ROLL CALL

Present:

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

3. ITEMS OF DISCUSSION

3.A 2026 Budget Presentation

Finance Director Victor Ortiz reviewed a presentation, as contained in background material. Regarding personnel positions, Mayor Doctor asked where the parking enforcement position was budgeted and how many total positions there were. City Manager Charles Van Zant confirmed there were three positions. Mayor Doctor asked if the parking enforcement would be used for code enforcement. Police Chief John Barkley explained the responsibilities of parking enforcement positions. Commissioner Clark opined the increased personnel budget was unreasonable considering the lack of increase in City population. Director Ortiz explained possible reductions prior to the public hearing.

Commissioner Clark wanted a personnel breakdown by department. Director Ortiz said he would provide the information. Commissioner Dickey said the information was provided in background material. City Manager Van Zant relayed he was arranging meetings with all Department heads to explain their personnel budget and would share that information with the Commission. Commissioner Dickey stated the overtime amount

had decreased from the previous year and detailed the salary increase from the previous year. Commissioner Clark noted the benefit amount had increased and suggested the costs be passed along to employees. Mayor Doctor confirmed the numbers presented in the presentation did not represent any Commissioner changes.

Director Ortiz continued the presentation. Commissioner Dickey wanted to know why the Economic Development Director position had not been incorporated into the budget previously. Director Ortiz resumed the presentation and explained the increase in the Finance Budget was from outside consulting firms. Commissioner Dickey asked about the increase in contractual services. Director Ortiz continued the presentation. Commissioner Dickey asked about the City Clerk travel and per diem accounts. City Clerk Lisa-Marie Kennedy provided information about the budgeting.

Director Ortiz resumed the presentation, highlighted the increased costs of software programs, and explained the audit costs had previously been split between five different accounts. Commissioner Dickey asked about account line items. Director Ortiz would provide more details on the decrease in insurance budgeting. Commissioner Dickey highlighted credit card fees and miscellaneous other charges accounts were underbudgeted and IT equipment purchase/replacement and special projects were overbudgeted. Information Technology Director Chris Pagan explained the increase was due to replacing equipment and infrastructure lost from the 2024 Hurricanes.

Director Ortiz continued reviewing the presentation. Commissioner Dickey asked why travel was not included in the Fire Budget. Commissioner Clark wanted confirmation he would receive the personnel budget breakdown. Commissioner Ortiz would reformat the personnel budget to be more reader friendly. Commissioner Dickey shared his personnel breakdown and believed repairs and maintenance for building equipment was under budgeted. Director Ortiz explained the budget was based on actual estimates.

Regarding the Police Operating Budget, Commissioner Dickey asked why vehicle repairs were budgeted so low. Chief Barkley explained most vehicles were newly purchased and still under warranty.

Regarding Code Enforcement budget for software, Commissioner Dickey was concerned about spending $80,000 for short-term rental violations while not enforcing the ordinance. Community Development Department (CDD) Director Bobbie Shay Lee spoke about the issue of enforcement and said now that the new position was created the department would be able to enforce codes. Commissioner Dickey recommended not spending the $80,000 and continue enforcement based on resident complaints. Director Lee was okay with that and expounded on future efforts. City Manager Van Zant asked for consensus from the Commission. Commissioner Clark was unconcerned with the software, but wanted increased enforcement. City Manager Van Zant suggested removing the funds and stated he would come back with a more thorough report on CDD. Director Lee emphasized she would be strengthening short term rental enforcement. The Commission consented to remove the $80,000 for short-term rental software.

On request from Commissioner Dickey, Public Works Director Gary Volenec said he was unsure what the line item for beach maintenance was for. Director Ortiz said the amount would be reduced. Vice Mayor Vasquez asked why there was a reduction to Municipal Facilities and Ground maintenance. Parks and Recreation Director Cathy Hayduke said Treasure Bay had a separate line item. Director Volenec said professional services had not been utilized. Commissioner Dickey asked why engineering costs were low. Director Volenec explained he was moving fees to capital improvement projects. Commissioner Czyszczon asked when the Causeway Bridge would be painted and if it would be cleaned prior to painting. Director Volenec addressed the questions. Commissioner Clark questioned if outsourcing solid waste had been factored into the budget. Mayor Doctor said the budget reflected everything as it was. Director Ortiz explained once a contract was approved, the budget would be adjusted.

Commissioner Dickey asked if there was a revenue line that offset the Sanding Ovation cost in Parks and Recreation Administration budget. Director Hayduke explained the effort was to make Sanding Ovations a revenue neutral event. Mayor Doctor asked if credit card fees were expected to reach that level in the next year. Director Hayduke responded in the affirmative.

Regarding Recreation Facilities, Director Hayduke noted contractual services were mostly for temporary structures due to the storms. Mayor Doctor asked about contractual services for Treasure Bay. Director Hayduke said it was for temporary structures. Vice Mayor Vasquez questioned why the City did not charge credit card fees. Director Ortiz relayed Manatee County passed along the costs. Commissioner Dickey said when the costs were passed along the customer typically had a choice in payment methods. Vice Mayor Vasquez believed it would be a good idea. Following discussion, City Manager said they would investigate the option. Commissioner Czyszczon wanted to add the topic to the next Regular Board Meeting. Commissioner Clark was fine with the idea, but wanted there to be other payment options. Director Ortiz said staff would investigate the idea and bring an item back to the first meeting in September.

Commissioner Dickey noted contractual services was low in park maintenance. Director Hayduke noted there were no upcoming projects that needed contractual services. Regarding Building Division budget, Commissioner Dickey questioned why contractual services was so high and wanted to know if the money was required if the positions were given to CDD. Director Lee explained the department believed increased permits for rebuilds and elevations were expected to increase but was unsure by how much and stated the contractual services were not related to personnel. Responding to Commissioner Czyszczon, Assistant CDD Director Maryellen Edwards explained the increase in software costs was related to new software to help with permit reviews. Answering Commissioner Dickey, Assistant Director Edwards confirmed credit card fees needed to be increased. Director Ortiz wanted to know whether to increase credit card fees or wait to see if credit card fees would be passed along to customers. Commissioner Dickey said he believed the fees should be left as they were. Comments continued.

Regarding Public Works Enterprise funds, Commissioner Dickey asked if the insurance decrease was known or projected. Human Resources Director Jessica Zamora stated there were reduced accidents and injuries and expected no increases. Commissioner Dickey believed the amount should be increased to be budgeted flat from last year. Mayor Doctor asked if insurance would decrease since there were less buildings. Director Zamora explained staff was doing a review of the assets to ensure full coverage. Commissioner Czyszczon wanted to know if the City shopped for health insurance every year. Director Zamora said she could look into it, but the City did not shop every year.

Regarding stormwater, Commissioner Dickey opined grant writing on stormwater was not needed. City Manager Van Zant noted the grant consultant had not been utilized yet, Deloitte was still with the City at the expense of the State, and the City might not need to engage the consultant in November. Director Volenec believed the professional services was for support, not intended for grant writing. Director Ortiz said the note would be corrected to remove grant writing. Answering Commissioner Dickey, Director Volenec explained the funds for engineering had been moved to the capital improvement project.

Moving on to Capital Improvement Plan (CIP) portion of the presentation, Director Ortiz explained CIP projects were only changed by the project completion or when the Commission removed the project from the plan, presented an $18,016,175 Capital Improvement Plan, and asked for the Commission's consent. Vice Mayor Vasquez asked about the Public Works garage and yard. Director Volenec explained the yard had been reduced to a solely functioning Public Works yard and would have a field office and repair facility and $3 million was realistic. Commissioner Dickey highlighted the reduction of Public Works yard and the removal of garbage trucks between last and this year's. Director Volenec explained he was comfortable with the $5.2 million for master pump lift station, and the pump main replacement would be done this year. Commissioner Dickey highlighted the $1.4 million for Treasure Bay had not been included in the CIP. Mayor Doctor stated the money was not gone, but the project was not funded. Director Volenec explained only actual projects were included, not just placeholders. Commissioner Dickey asked about the relocation of electrical transformer and confirmed Duke Energy was paying for 50 percent of the project. Responding to Commissioner Dickey, Director Hayduke explained the pickleball courts were included in the CIP.

Vice Mayor Vasquez asked if there was any beautification budget for the west side of the Causeway. Director Volenec said there was no money budgeted for beautification and noted landscaping was included in a grant submission. Mayor Doctor asked if the pavement management amount was sufficient. Director Volenec said there were additional funds allocated in the City budget but the $380,000 was not sufficient. Director Ortiz noted there were CIP fund sources for pavement management. Director Volenec said there were plans for a more aggressive pavement plan in FY 2027.

Commissioner Czyszczon wanted confirmation there would be discussion about selling Kingfish Park. Commissioner Dickey wanted to know if the budgeted amount was sufficient for dune walkover maintenance. Director Volenec explained future work for dune walkovers. Commissioner Clark wanted to know if dune walkovers would have to

be redone after beach renourishment. Director Volenec said the work being done was adjustable based on renourishment.

Commissioner Czyszczon asked about the process of Treasure Bay. Director Hayduke highlighted key decisions that needed to be made about the storage building, restrooms, and clubhouse. Vice Mayor Vasquez was concerned with spending money on restrooms that might be relocated. Commissioner Dickey wanted confirmation on whether there was a timeline with the Federal Emergency Management Agency (FEMA) to make decisions about demolition or reconstruction. Director Hayduke confirmed and said staff was getting close to meeting that deadline. Answering Commissioner Dickey, Director Hayduke said the answer was needed by one year following the storm and expected to have more information for that decision in September. Commissioner Czyszczon identified staff for his constituents watching online. Mayor Doctor asked about designs. Commissioner Dickey believed the replacement costs needed to be obtained. Commissioner Czyszczon asked what the cost was for purchasing a temporary restroom facility rather than renting. Director Ortiz said the CIP projects could be changed with a majority vote of the Commission.

Regarding the debt service, Commissioner Dickey complimented the interest rates. Director Ortiz explained future loan options. On the topic of revenues, Commissioner Dickey confirmed the taxable rate had decreased 5.5 percent. Director Ortiz said he did not want to lower/raise any projections until the truth-in-milage had been sent August 18, 2025. Commissioner Dickey highlighted the charges for services would resume previous levels because parking fees and permit fees were no longer being waived. Director Ortiz noted increased parking was not included because there was no ordinance. Mayor Doctor stated the Commission had given authority to the City Manager to change parking fees. Commissioner Czyszczon said the fee would fluctuate.

In response to Director Ortiz's explanation that the building fund had no funds, Vice Mayor Vasquez asked if there was a breakdown of the carry-forward amounts. Director Ortiz was unsure what the carry-forward would be. Commissioner Czyszczon wanted a copy of where insurance funds had been distributed.

Mayor Doctor asked if there was more insurance proceeds expected. Director Zamora said there were outstanding funds but was unsure of the amount.

Commissioner Clark questioned the financing plan for the Public Safety Building. City Manager Van Zant explained there were grants pending for some of the CIP projects, grants would free up CIP money, was in discussion with entities for public-private partnerships, community development block grants, and said the information would not be available by the time the budget was adopted. Commissioner Clark did not favor making plans based on the hope for additional funds. City Manager Van Zant said he would prioritize the existing projects and was working on the City's credit rating so the City could bond money.

Commissioner Dickey wanted to know how much unencumbered cash the City had and highlighted the budget did not include any FEMA or grant funds. Discussion continued

on unencumbered funds. Director Ortiz said the cash reserves was probably around $7 to $10 million but it was not definite and said he would be adding a cash reserve to the budget. Commissioner Clark said after the budget was adopted he would like to know what cash was available. Director Ortiz further explained how reserves were managed.

4. PUBLIC COMMENT

Mr. Mark Hohe, District 3, appreciated Director Ortiz and the more transparent budget process, hoped the salary summary would be published for the public, touched on credit card and parking fees, agreed there should be a cash option for what was paid in City Hall due to potential high cost items, asked about Police overtime being reimbursable from FEMA, touched on cost comparison between City Police Department and Pinellas County Sheriff's Office, and wanted to hear talk about increasing the City's efficiency by reducing redundancy.

Mr. Mike Braddy, Isle of Capri, noted the absence of citizens in the audience, but appreciated the presentation.

Ms. Lynn Dolan, Isle of Palms, wanted more information on the underground utilities project. Director Volenec explained the undergrounding project was a multi-year project funded by the County to harden the utility infrastructure. Ms. Dolan wanted to know if the poles would be removed. Director Volenec said the cabling would be removed and a grant had been submitted to increase the number of underground utilities.

Director Volenec thanked staff for their help. City Manager Van Zant praised all City staff, appreciated the professionalism from the dais, and noted he would continue to look for efficiencies. Commissioner Dickey expressed gratitude for the work of City staff.

5. ADJOURNMENT

The meeting was adjourned at 12:34 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 16, 2025
SUBMITTED BY:	Mike Baker, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of the Contract and General Conditions for the Operation of the Treasure Island and Madeira Beach Chamber of Commerce Friday Morning Market.
BACKGROUND:	The Treasure Island and Madeira Beach Chamber of Commerce has hosted a Friday Morning Market at Treasure Island Park since approximately 2003.The market is held from the first Friday in December through the last Friday in in April annually. The City does not have a current agreement with Treasure Island & Madeira Beach Chamber of Commerce to host the market in Treasure Island Park. City staff recently met with the Treasure Island & Madeira Beach Chamber President, Barry Rubin to discuss the potential of expanding the market to include more produce, gourmet/artisan food and additional vendors. Mr. Rubin agrees to explore ways to expanding the market, especially to give it more of a "farmers market" feel with produce and gourmet/artisan food options.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager to enter into Contract with Treasure Island & Madeira Beach Chamber of Commerce for its annual Friday Morning Market.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development Road Map GOAL 1: Foster a vibrant business community: OBJECTIVE 1: Identify opportunities to cultivate an environment to help local businesses thrive. Community Road Map: Goal 1 Objective 3, Expand programming opportunities and unique community events.
ANALYSIS/DISCUSSION:	The Friday Morning Market will be held on Fridays from the first Friday in December through the last Friday in April of each

year, with setup and breakdown of the market occurring on the same day. The Friday Morning Market will start at 9:00 am and finish by 2:00 pm. Setup will occur from 7:00 am to 9:00 am. Breakdown will begin immediately after the market from 2:00 pm and last until 3:00 pm. The term of the contract shall be in effect twelve (12) months from the date first written on the contract. The contract may be renewed for additional five (5) one (1) year renewal terms upon the mutual written agreement of both parties. Any significant requests for changes to the contract for the annual Friday Morning Market will need to be approved by the City Commission. The Chamber agrees to provide to the City annually and by no later than two (2) weeks prior to the first event date, a detailed site plan and schedule for the Friday Morning Market, which shall include the agreed upon parking area for vendors and set-up date and times through breakdown of the market to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to the contract. The market will be open to artisan, non-food, food vendors and not-for-profit organizations. The Friday Morning Market will be held in Treasure Island Park at One Park Place, Treasure Island, FL 33706. Treasure Island Park shall remain open to the public during the Friday Morning Market. The City will allow the vendors to park one (1) vehicle per vendor space in Treasure Island Park during the market as designated on the site plan. Historically, the city has waived parking meter fees at the Treasure Island Community Center parking lot from 9:00 am to 2:00 pm for utilization by attendees during the market so this is also reflected in the agreement. The Treasure Island and Madeira Beach Chamber of Commerce is responsible for providing the following: The Chamber is required to provide the City with a Certificate of Insurance naming the City of Treasure Island as an additional insured entity as outlined in the Contract and is to be submitted to the Parks and Recreation Department no later than five (5) days prior to the first day of the market. The Certificate of Liability Insurance shall cover the entire day and times encompassed by the Friday Market. The Chamber should operate the market similar to a Farmer's Market providing local farmers and artisans to sell fruit, vegetables, meat, cheese, and bakery products directly to marketgoers. The Chamber shall continue to enhance the market with unique and varied vendors. The Chamber is responsible for obtaining the necessary permits from the Florida Department of Business and Professional Regulations to operate the Friday Market. The Chamber is responsible for providing staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the Friday Market. Throughout the event and at the conclusion of the event, Treasure Island Park must be cleaned and free from trash and debris and returned

to the condition in which it was originally found. The Chamber and its staff or volunteers will be responsible for emptying trash receptacles and coordinating with Parks and Recreation staff to dispose of trash bags. The Chamber will reimburse the city for any additional cleanup attributed to the Friday Market that is conducted by city staff and as related to the market. If the Chamber provides food vendors in conjunction with the Friday Market, the City must receive a Certificate of Insurance and all necessary permits required for providing for the vendors from the individual vendors. The Chamber is responsible for obtaining the necessary permits from the City's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, as applicable and consistent with the City's Code of Ordinances. The Chamber agrees to cancel the Friday Market during City observed holidays that fall within the market schedule. The Chamber is responsible for promoting the Friday Market. Vendors must utilize generators for any and all electrical needs pertaining to vendor space. The Chamber will be permitted to have up to a 10x10 stage for entertainment during the market. The Chamber of Commerce will pay the Park Improvement Fund fee as approved in the City of Treasure Island's Adopted Fee Schedule, as may be amended through the annual budget process. Such funds will be accounted for based on Governmental Accounting Standards Board and/or Governmental Finance Officers Association standards. The Chamber shall not sell or serve or permit the sale or service of any alcohol at the Friday Market.

FUNDING:

The Treasure Island and Madeira Beach Chamber of Commerce will pay to the Park Improvement Fund three percent (3%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for in a separate account that will only be used towards park improvements. The Chamber will provide a financial report at the end of the market season to the Parks and Recreation Department. The Finance Department will bill the Chamber of Commerce at the end of the season based off the financial report.

MOTION:

I move to approve and authorize the City Manager to enter into a contract with the Treasure Island and Madeira Beach Chamber of Commerce to operate the Friday Market in Treasure Island Park.

ATTACHMENTS:
Mad Beach COC - Friday Market 2025.pdf

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF TREASURE ISLAND & MADEIRA BEACH FRIDAY MARKET

This CONTRACT ("CONTRACT"), is entered on this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF TREASURE ISLAND, FLORIDA, a Florida municipal corporation with its principal address at 120 108th Avenue, Treasure Island, FL 33706 ("CITY") and TREASURE ISLAND & MADEIRA BEACH CHAMBER OF COMMERCE, INC., a Florida Not for Profit Corporation with its principal place of business at 12601 Gulf Boulevard, Treasure Island, FL 33706 ("CONTRACTOR") (collectively, the "Parties"), who, in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 - SCOPE OF CONTRACT

TREASURE ISLAND & MADEIRA BEACH CHAMBER OF COMMERCE

The CITY has been authorized by the City Commission of the City of Treasure Island ("Commission") to contract with CONTRACTOR for the general conditions for operation of the Annual Friday Market (hereinafter the "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 - TERM AND DATES OF APPLICABILITY

1. The EVENT shall be held on Fridays from the first Friday in December through the last Friday in April of each year that this CONTRACT is in effect, with setup and breakdown of the EVENT occurring on the same day (hereinafter, all dates on which the EVENT is scheduled shall be referred to as the "EVENT DATE").

2. The EVENT shall start at 9:00 am and finish by 2:00 pm. Setup will occur from 7:00 am to 9:00am. Breakdown will begin immediately after the EVENT from 2:00 pm and last until 3:00 pm.

3. This CONTRACT shall be in effect twelve (12) months from the date first written above, The CONTRACT may be renewed for additional five (5) one (1) year renewal terms upon the mutual written agreement of the Parties pursuant to article 9, section 16. Any such mutual written renewal agreement shall specify the dates and times that the EVENT for that year will run and amend any portion of this CONTRACT related to dates or times. Any significant requests for changes to the contract for the annual Friday Market will need to be approved by the City Commission. This CONTRACT shall govern CONTRACTOR's rights and obligations in connection with the EVENT from the commencement of the EVENT setup to the conclusion of all EVENT activities, including breakdown. CONTRACTOR agrees to provide to the CITY annually and by no later than two (2) weeks prior to the first EVENT DATE, a detailed site plan and

schedule of the EVENT, which shall include the agreed upon parking area for vendors and set-up date/times through breakdown of the EVENT to the Parks and Recreation Director. Any changes or additions to the event activities or extension of event times will require additional Commission approval and an amendment to this CONTRACT.

4. The EVENT area shall be limited to Treasure Island Park at One Park Place, Treasure Island, FL 33706. The Treasure Island Park shall remain open to the public during the EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMNATION OR SUSPENSION OF THE CONTRACT

1. Termination by Either Party:

Either party may terminate this CONTRACT, with or without cause and without penalty or expense to the terminating party, upon twenty-four (24) hours' written notice to the other party. Upon expiration of such time period, this CONTRACT shall be deemed terminated, and all obligations under this CONTRACT shall cease. If the EVENT is rescheduled, this CONTRACT is not applicable to dates other than those specified in Article 2, unless expressly agreed to in writing by the CITY.

ARTICLE 4 - OBLIGATIONS OF THE CITY

1. The CITY authorizes CONTRACTOR's vendors to park one (l) vehicle per vendor space in Treasure Island Park during the EVENT as designated on the site plan.

2. The CITY will waive parking meter fees at the Treasure Island Community Center parking lot from 9:00 am to 2:00 pm för utilization by EVENT attendees during the EVENT.

ARTICLE 5 - OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Insurance naming the CITY as an additional insured entity at a level no less than the specific limits required in Article 8, Section 2 below, to be submitted to the CITY Parks and Recreation Department no later than five (5) days prior to the first day of the EVENT. The Certificate of Liability Insurance shall cover the entire day/times encompassed by the EVENT and Effective Date of this CONTRACT beginning at set up time through the final breakdown of the EVENT. See Article 8 for more information regarding insurance.

2. CONTRACTOR shall operate the EVENT as a Farmer's Market and continue to enhance the market with unique, varied vendors. For the purposes of this CONTRACT, a Farmer's Market is a food market at which local farmers sell fruit, vegetables, meat, cheese, and bakery products directly to consumers.

3. CONTRACTOR is responsible for obtaining the necessary permits from the Florida Department of Business and Professional Regulations to operate the EVENT.

4. CONTRACTOR is responsible for providing staff or volunteers for the cleanup, trash pickup, and trash disposal generated by the EVENT. Throughout the EVENT and at the conclusion of the EVENT, the EVENT area must be cleaned and free from trash and debris and returned to the condition in which they were originally found. CONTRACTOR shall be responsible for keeping the EVENT area clean and free from trash. CONTRACTOR and its staff or volunteers will be responsible for emptying trash receptacles and coordinating with Parks and Recreation staff to dispose of trash bags. Any additional cleanup attributed to the EVENT will be conducted by the CITY and CONTRACTOR will reimburse the CITY for any and all of this additional work related to the EVENT.

5. If the CONTRACTOR provides food vendors in conjunction with the EVENT, the CITY must receive a Certificate of Insurance and all necessary permits required for providing for the vendors. See Article 8 for more information regarding insurance.

6. CONTRACTOR is responsible for obtaining the necessary permits from the CITY's Community Improvement Department for the installation of tents larger than 10 feet x 10 feet, and/or for the use of commercial equipment, including but not limited to staging, as applicable and consistent with the CITY's Code of Ordinances and City Resolutions.

7. CONTRACTOR agrees to cancel EVENT during CITY observed holidays.

8. CONTRACTOR is responsible for promoting the EVENT.

9. CONTRACTOR, vendors, performers, and EVENT participants must adhere to and comply with all applicable Federal, State, and local laws, regulations, and ordinances. CONTRACTOR shall be responsible for ensuring the provisions of this CONTRACT are complied with and not violated by EVENT organizers, vendors, performers, and EVENT participants.

10. Vendors must utilize generators for any and all electrical needs pertaining to vendor space.

11. The EVENT will be held in Treasure Island Park, One Park Place, Treasure Island, FL 33706.

12. The CONTRACTOR will pay the Use of Public Property Review — Park Improvement Fund fee as approved in the City of Treasure Island's Adopted Fee Schedule, as may be amended. Such funds will be accounted for based on Governmental Accounting Standards Board and/or Governmental Finance Officers Association standards.

13. The CONTRACTOR shall abide by all City of Treasure Island ordinances.

14. The CONTRACTOR shall not sell or serve or permit the sale or service of any alcohol at the EVENT.

ARTICLE 6 - INJURY OR DAMAGE TO PERSONS OR PROPERTY

If any party to the CONTRACT suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable amount of time not exceeding twenty- four (24) hours after the first observance. This notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 7- COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Section 119.0701, Florida Statutes, maintenance of public records as applicable.
- Section 161.58, Florida Statutes.
- All CITY ordinances.

ARTICLE 8 - INDEMNIFICATION AND INSURANCE

1. 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 or nonperformance of the duties of the CONTRACTOR regarding the EVENT or in the performance of or non-performance of its obligations under this CONTRACT, whether or not due to or caused by the negligence of the CITY, its commissioners, mayor, officers, employees, agents and attorneys. CONTRACTOR's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of CONTRACTOR against the CITY, and CONTRACTOR hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring CONTRACTOR to indemnify the CITY, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the CITY beyond the CITY s expressed written contractual obligations contained within this CONTRACT, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this CONTRACT, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this CONTRACTOR.

Subject to the limitations set forth in this Article 8, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY for which CONTRACTOR is obligated to indemnify, defend, and hold harmless the CITY and, in connection of such defense, shall appoint lead counsel in each case at CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If CONTRACTOR assumes control of the defense of any third party claim in accordance with this Article 8, 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.

2. Insurance Requirements

A. The CONTRACTOR is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the CITY accepts that the CONTRACTOR has satisfactorily completed all work required under the CONTRACT; and cause SUBCONTRACTORS(S), if utilized, to acquire and maintain the same.

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

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

   City of Treasure Island
   Attention: Parks and Recreation Department
   10451 Gulf Boulevard
   Treasure Island, FL 33706

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

3. The Named Insured on the Certificate of insurance must match the entity's name that is signing the CONTRACT with the CITY.

4. CONTRACTOR shall notify the CITY within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by CONTRACTOR from its insurer.

B. Specific Insurance Coverages and Limits

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

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

1. Workers' Compensation: Employer's Liability:

   i Florida Statutory Requirements

   $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The CONTRACTOR shall provide for all operations, including but not limited to, Independent CONTRACTOR, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

4 Business Automobile Liability Insurance: The CONTRACTOR shall provide coverage for all owned, hired, and non-owned vehicles.

$ 1,000,000 Combined Single Limit Per Accident

5 Excess or Umbrella Liability Insurance: The CONTRACTOR shall provide excess of the primary coverage required in items 1, 2, 3, and 4 above.

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

6. Property Insurance: CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the CONTRACTOR and/or SUBCONTRACTOR (S).

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the CITY.

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

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the CONTRACTORS obligation to fulfill the insurance requirements specified in this CONTRACT.

J. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

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

K. No Waiver

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR or its SUBCONTRACTORS will relieve the CONTRACTOR or SUBCONTRACTOR from responsibility to prove insurance as required.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

1. Governing Law and Venue

This CONTRACT shall be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this CONTRACT shall 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.

2. 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 shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

3. Validity. Severability and Reformation

The validity, interpretation, construction, and effect of this CONTRACT shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this CONTRACT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The Parties agree that this CONTRACT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the original intention of the stricken provision.

4. Assignment and Construction of Contract

The terms and provisions of this CONTRACT shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, CONTRACTOR's rights and obligations under this CONTRACT may not be transferred, assigned, sublet, mortgaged, pledged, or otherwise disposed of or encumbered in any way without the CITY' s prior written consent. The CITY may assign its rights and obligations under this CONTRACT to any successor to the rights and functions of the CITY or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the CITY deems necessary or advisable under the circumstances. The Parties agree that in any event of litigation concerning the construction of this CONTRACT or interpretation of any language used in this CONTRACT, that this CONTRACT and any of its provisions shall not be construed against the CITY by virtue of this CONTRACT having been drafted by the CITY.

5. Permits

CONTRACTOR is responsible for obtaining any and all permits necessary to perform the requirements of this CONTRACT, at its own expense and prior to such performance.

6. Entire Agreement

This CONTRACT embodies the entire CONTRACT of the CITY and CONTRACTOR. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations, and/or agreements whether within or verbal between the parties hereto.

7. Liability

CONTRACTOR is liable for all obligations under this CONTRACT.

8. No Third-Party Beneficiaries

This CONTRACT is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the CITY, nor shall it be construed as enforceable by any third parties.

9. Termination

This CONTRACT is subject to, and CONTRACTOR acknowledges that this CONTRACT is revocable at will by the CITY, that it is subject to being withdrawn and terminated by the CITY at any time, for any reason, upon twenty-four (24) hours' written notice to the other party provided by the CITY to CONTRACTOR as provided for herein. The CITY, in its sole discretion, shall have the authority to determine whether to terminate this CONTRACT, and CONTRACTOR agrees that the CITY's discretion in any termination of this CONTRACT shall not be subject to judicial review or challenge, but shall be final.

10. Non-Reliance

CONTRACTOR understands and agrees that it has not and will not rely upon any grant or promise of grant of this CONTRACT in any manner whatsoever, including but not limited to, the expenditure or investment of funds.

11. Waiver

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

12. Notices

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

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

With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

If to CONTRACTOR:
Treasure Island & Madeira Beach Chamber of Commerce
12601 Gulf Boulevard Treasure
Island, FL 33706
Attn: Chamber President

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

13. Headings and Section References

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

14 E-Verify

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

15 Force Majeure

Neither party shall be liable for its non-performance, or delayed performance, in whole or in part, if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, whether foreseeable or not.

16. Amendments

This CONTRACT may not be amended or modified except in writing, executed by the Parties.

17. No Issuance of Identification Documents

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

18. No Affiliation with Foreign Countries of Concern

To the extent that this CONTRACT would grant CONTRACTOR access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes CONTRACTOR certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. CONTRACTOR certifies, represents, and warrants that: (a) CONTRACTOR is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (c) CONTRACTOR is not organized under the laws of or has its principal place of business in a foreign country of concern.

19. Termination for Scrutinized Companies

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

20. Public Records

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

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

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

d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the 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 shall 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 CONTRACTOR receives with a copy of the CONTRACTOR's response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the CONTRACT and grounds for termination.

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

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

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

CITY: The City of Treasure Island

_____

City Manager

ATTEST:

_____

City Clerk

CONTRACTOR: TREASURE ISLAND & MADEIRA BEACH CHAMBER OF COMMERCE, INC.

By: _____

As its: _____

WITNESSES:

_____

_____

_____

_____

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: September 16, 2025

SUBMITTED BY: William Barrs, Fire

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Advanced Life Support First Responder Contract, Amendment 1, with the Pinellas County EMS Authority.

BACKGROUND: The City's proposed EMS budget for FY25 is $1,254,622 and a budget request for funding not to exceed this amount is included in appendix A of this agreement. The EMS Authority is also agreeing to the replacement of capital items (800Mhz radios, Rescue vehicle, 50% of command vehicle) as noted in appendix A.
The EMS Authority agrees to fund the City's total budget request of actual expenses to provide EMS first responder services up to $1,254,622 for FY25-26.

POLICY/PURPOSE:

Our current agreement is for the City of Treasure Island Fire Rescue (TIFR) to provide Advanced Life Support (ALS) first responder services from October 1, 2024 through September 30, 2029. The County EMS Authority updates the Appendix A annually to reflect current reimbursement cap and capital needs for the contractors. Services are provided on an "at cost" basis. The EMS authority will reimburse TIFR for all expenses related to the provision of ALS first responder services up to the budget submitted to the County annually or the City's adopted EMS program budget, whichever is lower.

STRATEGIC PLAN RELEVANCE: Goal 2: Maintain a safe community.

ANALYSIS/DISCUSSION:

The County has requested that all contracting agencies approve the proposed agreement for submission to the BOCC for execution.

TIFR has a great working relationship with County EMS staff and has negotiated several changes to the current agreement that are

favorable to the City.
1. Additional 800Mhz radio to be provided by the County
2. Funding replacement of 50% of Fire Chief's vehicle (as EMS Coordinator)

FUNDING:

This agreement dictates the terms and conditions for funding of our EMS budget.

EMS Authority approval for replacement of Rescue 24 vehicle in FY25 is also included in this amendment as a carryforward due to manufacturer delays in supplying this replacement vehicle.. The vehicle is already on order and expected for delivery in the first quarter of 2026..

MOTION:

I move to authorize the City Manager to approve Amendment #1, to include an updated Appendix A in the Advanced Life Support First Responder contract with the Pinellas County EMS Authority commencing on October 1st, 2025.

ATTACHMENTS:

2024 Treasure Island ALSFR Agreement - FINAL
TIFR 2025-26 Appendix A.pdf
2025 ALSFR Treasure Island Amendment 1 - FINAL.pdf

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

CITY OF TREASURE ISLAND

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT

AGREEMENT made this _____ day of_____, 2024, between the CITY OF TREASURE ISLAND, a Florida municipal corporation (”Contractor”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (”Authority”).

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County (”County”), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended (“The Acts”).
2. The Authority has determined that a single-tier all Advanced Life Support (”ALS”) EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. ALS First Responder Profile
Appendix B. ALS First Responder Contractors
Appendix C. EMS Equipment
Appendix D. EMS Financial Information Attestation Form
Appendix E. Instructor Reimbursement Form
Appendix F. EMS Coordination Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

(a) The response of an ALS First Responder Unit to the scene of an EMS Incident.

(b) The on-scene Patient care by Field Personnel.

(c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.

(d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.

(e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

"Advanced Life Support" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

"Advanced Practice Paramedic" or "APP" means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

"Ambulance" means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

"Ambulance Contractor" means the entity selected by the Authority to provide ambulance service countywide.

"Annual Compensation" means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

"Annual External Audit" means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

"Authority" means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

"Authority Funded Unit" means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

"Automatic Aid/Closest Unit Response Agreement" means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

"BLS" means Basic Life Support.

"BLS First Responder Unit" means a vehicle equipped to provide Basic Life Support only.

"Basic Life Support" means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

"CAD" means the computer aided dispatch system.

"Caller" means a person accessing the response system by telephone.

"Condition 1" means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

"Condition 3 Medical" or "Condition 3M" means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

"Continuing Medical Education" or "CME" means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

"CME Instructor" means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

"Contractor" means any one of the entities described on Appendix B.

"Contractor Funded Unit" means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"County Certified" means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

"Course" means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

"Department" means the State of Florida Department of Health.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

"Emergency Medical Services" or "EMS" means the services provided by the Contractor pursuant to Section 104.

"EMS Advisory Council" means the advisory board established by the Special Act.

"EMS Districts" means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

"EMS Emergency" means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

"EMS Equipment" means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

"EMS Incident" means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

"EMS Mill" means the ad valorem real property tax imposed by the Authority pursuant to the "Special Act", Laws of Florida, as amended.

"EMS Ordinance" means Chapter 54, Article III of the Pinellas County Code, as may be amended.

"EMS System" means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

"Executive Director" means the Director of the EMS System, or his or her designee.

"First Due Unit" means the ALS First Responder Unit, within Contractor's primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

"Field Personnel" means Paramedics and EMTs employed by Contractor.

"First Responder Services" means ALS First Responder Services.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

"Force Majeure" means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"Just Culture" means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

"Learning Management System" means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

"Medic Unit" means a non-Transport capable ALS First Responder Unit.

"Medical Case Review" means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

"Medical Control" means the medical supervision of the EMS System provided by the Medical Director.

"Medical Control Board" means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

"Medical Direction" means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

"Medical Director" means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

"Medical Operations Manual" means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

"On-Scene Equipment Exchange Program" means the Authority's program whereby an equipment item, such as backboards and immobilization devices, which many be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

"Paramedic" means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

"Party" or "Parties" means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

"Priority Dispatch Protocols" means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System's response to the different types of service requests.

"Public Educator/Community Paramedic" means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

"Regional 9-1-1 Center" means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

"Rescue Unit" means a transport capable ALS First Responder Unit.

"Response" means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

"Response Time" means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

"Rules and Regulations" means the rules and regulations adopted by the Authority, which is subject to amendment.

"Run Cards" means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

"Special Act" means Chapter 80-585, Laws of Florida, as amended.

"Special Events" means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

"State" means the State of Florida.

"State of Emergency" means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

"Total Unit Hour Compensation" means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

"**Traffic Preemption System**" means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

"Transport" means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

"Uncontrollable Circumstance" means a Force Majeure, an EMS Emergency or a State of Emergency.

"Unforeseen Circumstances" means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

"Unit Compensation" means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

"Unit Hour Compensation" means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words **"**include**"**, "includes**"** and **"**including**"** shall be deemed to be followed by the phrase **"**without limitation**",** except as the context may otherwise require. The words **"**agree**",** **"**agreement**",** **"**approval**"** and **"**consent**"** shall be deemed to be followed by the phrase **"**which shall not be unreasonably withheld or unduly delayed**",** except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) Existing. Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) Financial Capability. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) No Litigation. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) Existing. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) No Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) Obligation to Provide Vehicles. At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) Maintenance of Vehicles and Fuel. Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) Staffing of Vehicles. Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) Equipment and Supplies. With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) Medical Communications Equipment. Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) Inspections. Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) Patient Care Reporting System Equipment. Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) Field Personnel. Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) CME Instructors. Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) Medical Director. The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) Rules and Regulations: Protocols. Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) Ride-Along. Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) On-Scene Patient Care. Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) Special Events. In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) Quality Assurance. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) Training and Qualifications. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) Standard of Conduct. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) Part-Time Employment. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) EMS Coordinator. Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) State of Emergency Assistance within Pinellas County. Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) State of Emergency Assistance Outside of Pinellas County. Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) EMS Emergency. Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) Condition 3M. During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) Mutual Aid. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and

shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. **COMMUNITY INVOLVEMENT**. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. **LICENSURE AND CERTIFICATION**. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. **ACCURATE INFORMATION**. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. **CRIMINAL JUSTICE INFORMATION SERVICES (CJIS)**. Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level

2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. **MEDICAL DIRECTION AND CONTROL**. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. **CONTINUING MEDICAL EDUCATION**. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. **MEDICAL COMMUNICATIONS EQUIPMENT**. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. **MEDICAL SUPPLIES**. The Authority shall provide and replace, as

necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. **EXTRAORDINARY MODIFICATIONS**. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. **BILLING**. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. **ECG EQUIPMENT AND MAINTENANCE**. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be

maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. **BIOHAZARD WASTE COLLECTION**. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. **PATIENT CARE REPORTING SYSTEM EQUIPMENT**. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. **TRAFFIC PREEMPTION:** Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for

frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers' compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or

claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. **ADDITIONAL INSURANCE REQUIREMENTS**. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. **LIABILITY**. Contractor and Authority agree to be fully responsible

for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) FY 2024–2025. Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) Budget Submissions for FY2025–2026 through FY2029-2030. Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.

Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are rescue units ($350,000), medic units ($125,000), and staff vehicles ($75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by the Authority.

(d) Rescue Unit Transport Compensation.

Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of $100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) Unit Hours. Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to $75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) Payment. Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) Station/Overhead Allowable Costs. Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor

Resolution approved by the Authority or 1%, whichever is greater. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) Extraordinary Budget Increase. If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) Learning Management System. The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to $60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed $125,000.00 in any Fiscal Year.

(b) Reimbursement for CME Instructors. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the $75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process

such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the $75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year

exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) Reimbursement for Participation in Countywide Advanced Practice

Paramedic Medical Training. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor’s Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and

personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES. Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

(a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.

(b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE. Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under

this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. **FUTURE/ADDITIONAL SERVICES**. Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. **ADDITIONAL UNITS**.

(a) **Authority Funded**. During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable

compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) Contractor-Funded. Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the

extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. **FISCAL NON-FUNDING**. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. **TERM**. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1, 2029, which is subject to Authority, City Commission or District approval prior to September 30, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. **TERMINATION**.

(a) By Authority for Cause. This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), "cause" shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) By Contractor for Cause. This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), "cause" shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) By Authority or Contractor without Cause. This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) Provision of Emergency Medical Services upon Termination. In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee

consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. **NOTICES**. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. **ENTIRE AND COMPLETE AGREEMENT**. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. **OTHER DOCUMENTS**. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. **APPLICABLE LAW**. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. **WAIVER**. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under

this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the

Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

by: _____
Deputy Clerk

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

by: _____
Chairman

Countersigned:

CITY OF TREASURE ISLAND

by: _____
City Manager

Approved as to form:

by: _____
City Attorney

Attest:

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	Treasure Island
EMS District	Treasure Island
Authority Funded Units	Rescue 24
Contractor Funded Units	Engine 24
EMS Coordination	EMS Administrative Coordinator – 50% FTE (Treasure Island 100)
FY24-25 Annual Compensation	$1,336,236
Projected Capital	FY24-25 Rescue 24 FY25-26 None FY26-27 None FY27-28 None FY28-29 50% of EMS Coordinator vehicle up to cap at time of purchase.

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C
EMS Equipment

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority,.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

1. EMS Funding Received by Contractor $_____
2. EMS Allowable Costs Incurred by Contractor $_____
3. Difference (If excess, amount due to Pinellas County) $_____

PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND SUPPORTING DOCUMENTATION AS NEEDED.

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

_____

Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form

CME INSTRUCTOR REIMBURSEMENT FORM

Agency
CME Instructor Name

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											$ -
2											$ -
3											$ -
4											$ -
5											$ -
6											$ -
7											$ -
8											$ -
9											$ -
10											$ -
11											$ -
12											$ -
13											$ -
14											$ -
15											$ -
								TOTAL Reimbursement Amount:			$ -

Print Name & Title *Submitted By - Authorized Signature* *Date*

Notes:

One Instructor per form
(a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
(b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
(c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
(d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

Appendix A

ALS First Responder Profile

Fiscal Year 2025-2026

Contractor	Treasure Island
EMS District	Treasure Island
Authority Funded Units	Rescue 24
Contractor Funded Units	Engine 24
EMS Coordination	EMS Administrative Coordinator – 50% FTE (Treasure Island 100)
FY25-26 Annual Compensation	$1,254,622
Projected Capital	FY25-26 Rescue 24 (carry forward from FY24–25 – awaiting vehicle delivery) FY26-27 None FY27-28 None FY28-29 Treasure Island 100 (50%) FY29-30 None
Contractor Reviewed: **Initials** MO **Date** 12/29/25	**County Reviewed:** **Initials** _____ **Date** _____

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

AMENDMENT NO. 1

CITY OF TREASURE ISLAND

2025

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1

THIS FIRST AMENDMENT amending the Emergency Medical Services ALS First Responder Agreement, made this _____ day of _____ 2025, between the CITY OF TREASURE ISLAND, a Florida municipal corporation (”Contractor”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (“Authority”).

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2024, which contract is referred to herein as the “Agreement”.
2. The Contractor’s funding for FY24-25 totaled $1,336,236 and a budget request of $1,254,622 for FY25-26 has been submitted, resulting in a decrease of 6.1% or $81,614.
3. The Authority hereby agrees to and has funded and authorized the Contractor’s budget request of $1,254,622 for FY25-26, which change is reflected on Appendix A hereto.
4. Vehicle maintenance for Authority funded ALS Engines, Squads, and Ladder Trucks are allowable costs may be included in budgets submitted in accordance with Section 701(b) less 20% for non-EMS activity. Vehicle maintenance for Authority funded Medic Units and Rescue Units are allowable costs may be included in budgets submitted in accordance with Section 701(b) at 100%.
5. Authority and Contractor agree to update Appendix E as amended.
6. Except as is otherwise set out herein, the Contractor and the Authority agree that upon approval by the respective Boards of the Contractor

and the Authority and upon signing this Amendment, all terms of the Agreement will remain in full force and effect.

7. Contractor and Authority agree that the effective date is October 1, 2025.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2025.

ATTEST:
KENNETH BURKE, CLERK

by: _____
Deputy Clerk

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

by: _____
Chairman

Countersigned:

CITY OF TREASURE ISLAND, FLORIDA

by: _____
City Manager

Approved as to Form:

by:_____
City Attorney

Attest:

by:_____
City Clerk

Appendix A

ALS First Responder Profile

Fiscal Year 2025-2026

Contractor	Treasure Island
EMS District	Treasure Island
Authority Funded Units	Rescue 24
Contractor Funded Units	Engine 24
EMS Coordination	EMS Administrative Coordinator – 50% FTE (Treasure Island 100)
FY25-26 Annual Compensation	$1,254,622
Projected Capital	FY25-26 None FY26-27 None FY27-28 None FY28-29 Treasure Island 100 (50%) FY29-30 None
Contractor Reviewed: **Initials _____ Date _____**	**County Reviewed:** **Initials _____ Date _____**

Appendix E

Personnel Reimbursement Process and Forms

702(b) CME Instructors

Follow the then current Authority provided process as outlined below.

Authority staff may update the process and/or forms.

702(c) Public Education

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(d) Countywide Quality Improvement Committees

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(e) Advanced Practice Paramed Training

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

Processing CME Instructor Reimbursement Invoices

The following are the instructions for a Contractor to submit for Instructor reimbursement.

1. Open a new Excel “EMS Instructor Reimbursement Form.”
    a. Choose from one of the two tabs, 1-25 or 1-75 entries.
2. Open the Aladtec program.
    a. In the “Reports” menu, select “Scheduled Time Report.”
    b. In the filter, choose your department.
    c. Select the time frame you are seeking reimbursement
        i. Make sure the start time is 00:00 and the end time is 23:45
    d. Click the “Export CSV” button
    e. Open the CSV file and copy the data from line 3 down (do not include the headers)
    f. Paste this information into the open Excel file
3. Enter your information in the form.
    a. The first entry is the type of reimbursement:
        i. Straight Time (ST) is when the instructor is paid straight time.
        ii. Overtime (OT) is when the instructor is paid overtime.
        iii. Backfill (BF) is when someone other than the instructor is paid while the instructor is teaching.
        iv. No Reimbursement (NR) is when the Contractor is not seeking reimbursement for the instructor's hours.
    b. “Backfill Name” is the member providing the backfill for the instructor.
    c. “Hourly Rate w/benefits” is the rate at which the contractor seeks reimbursable hours ($75 per hour cap). If the time type is backfill, the rate is that of the member providing the backfill. If no reimbursement is being sought, then this is left blank.
    d. The total cost is automatically calculated and totaled at the bottom.
4. Save the form as a PDF and sign at the bottom.
5. Return to the "scheduled Time Report" in Aladtec and click the "print" button in the upper right corner. Save(Print) this report as a PDF.
6. Combine your invoice, the "EMS Instructor Reimbursement Form," and the Aladtec report into one PDF.
7. Send the signed PDF to EMSInstructorlogistics@co.pinellas.fl.us within 20 days following the last day of each month.

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 16, 2025
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 16th annual Sanding Ovations presents *The Gallery of Sand*
BACKGROUND:	Elite Events are a major driver of tourism to the area for both locals and visitors, benefiting both Pinellas County and the City of Treasure Island. To continue promoting tourism and funding events, the Pinellas County Board of County Commission developed this Elite Events Funding Program. Since 2018, the City of Treasure Island has received the Visit St. Petersburg/Clearwater Elite Event Funding for Sanding Ovations. In past years, the funding amount was $25,000; however, this year the Tourist Development Council (TDC) voted to fund the event in an amount up to $75,000.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 16th annual Sanding Ovations presents *The Gallery of Sand* event.
STRATEGIC PLAN RELEVANCE:	Community Road Map. GOAL 1, Promote a socially connected community through implementation of the Master Park Plan; OBJECTIVE 3: Expand programming opportunities and unique community events; BOLD ACTION 2: Highlight family friendly and sustainability-focused events.
ANALYSIS/DISCUSSION:	Elite Events are a major driver of tourism to the area for both locals and visitors, benefiting both Pinellas County and the City of Treasure Island. Visit St. Petersburg/Clearwater is a valued

partner for the annual Sanding Ovations providing marketing and operational funding to continue to grow the event.

FUNDING:

Funds for Sanding Ovations are budgeted in Fiscal Year 2026 Parks and Recreation Administration Community Events, 001-5720-49910 and Contractual Service 001-5720-34000 accounts. Sponsorships and revenues from vendor fees, bar operations, merchandise sales and parking offset the cost of the event.

Visit St. Pete Clearwater agrees to pay to the City of Treasure Island the sum of Twenty-Two Thousand Five Hundred Dollars ($22,500.00) for Sponsorship benefits and up to the sum of Fifty-Two Thousand Five Hundred Dollars ($52,500.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars ($75,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with Sanding Ovations.

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

MOTION:

I move to approve and authorize the City Manager to execute the Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 15th annual Sanding Ovations presents *The Gallery of Sand* event.

ATTACHMENTS:
FY26 Elite Event Sanding Ovations The Gallery of Sand Agreement for VS.pdf

TOURISM PROMOTION AGREEMENT

Sanding Ovations, The Gallery of Sand

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of Visit St. Pete-Clearwater ("VisitSPC"), and City of Treasure Island, a municipality ("Event Organizer") (collectively, the "Parties," or individually, a "Party").

WITNESSETH:

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

WHEREAS, the County, on behalf of VisitSPC, agrees to provide Tourist Development Tax funding for the Sanding Ovations, The Gallery of Sand to be held November 20-23, 2025 ("Event"), organized and operated by the Event Organizer to promote Pinellas County tourism as pursuant to the promotion program described in Exhibit A;

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

1. The term of this Agreement will commence on the Effective Date and remain in full force and effect through May 23, 2026, unless otherwise terminated as provided herein.

2. The County agrees to pay to the Event Organizer the sum of Twenty-Two Thousand Five Hundred Dollars ($22,500.00) for Sponsorship benefits and up to the sum of Fifty-Two Thousand Five Hundred Dollars ($52,500.00) for Marketing and Advertising expenditures for a total sum of Seventy-Five Thousand Dollars ($75,000.00) as an Event sponsor, to sponsor, promote and market Pinellas County tourism in connection with the Event as defined in the promotion program described in Exhibit A, which is incorporated into this Agreement ("Promotion Program"). The County will pay the funding in accordance with the following:

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

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

_____
Initials

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

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

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

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

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

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

_____
Initials

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

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

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

For the County:
Craig Campbell, Director
Brand Activations
Visit St. Pete-Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
Craig@VisitSPC.com

For the Event Organizer:
Cathy Hayduke
Parks and Recreation Director
10451 Gulf Boulevard
Treasure Island, FL 33706
CHayduke@MyTreasureIsland.org

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

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

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

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

_____
Initials

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

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

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

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

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

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

_____
Initials

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

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

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

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

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

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

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

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

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

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

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

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

_____
Initials

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

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

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

PINELLAS COUNTY
by and through its County Administrator

By: _____
Barry A. Burton

CITY OF TREASURE ISLAND

By: _____
Charles Van Zant, City Manager

[Corporate Seal]

_____
Initials

Pinellas County TDC Elite Event Funding FY26
Benefits & Deliverables
Exhibit A

Event Name: Sanding Ovations, The Gallery of Sand ("Event")
Event Dates: November 20-23, 2025
Marketing & Advertising Up To Funding Amount: $52,500
Sponsorship Contribution: $22,500
Total Contribution: $75,000

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

A. Marketing & Advertising Benefits
   i. Pursuant to the marketing plan submitted by Event, a copy of which is attached hereto as Exhibit B, VisitSPC will reimburse Event up to the sum of $52,500 for pre-Event marketing deliverables upon submittal and acceptance of post-Event proof of performance documentation. Proof of performance shall include 3rd party invoice(s), proof of payment and proofs or samples that match the marketing plan and other such documentation as may be required by VisitSPC.

B. Sponsorship Benefits
   i. Exclusive Presenting Sponsor of the Event
      a. Logo inclusion or mention in all marketing materials and promotions
      b. Logo prominently displayed on sponsor sand sculpture from November 20, 2025 through January 5, 2026
      c. Inclusion in dedicated social media promoting VisitSPC
      d. Public address announcements; content provided by VisitSPC
      e. Opportunity for VisitSPC representative to address attendees and welcome artists to the stage
      f. Opportunity to provide signage and promotional items in the VIP/sponsor area
      g. Twenty (20) VIP passes per day
      h. Ten (10) parking passes per day
   ii. Official/exclusive Beach Destination of the Event
   iii. Logo placement on website w/ hyperlink
   iv. Logo placement on marketing collateral where sponsors are recognized
   v. Website page dedicated to "Places to Stay" linking VisitSPC accommodations
   vi. Database communications: (2) pre-Event and (1) post-Event dedicated messages
   vii. Access to talent (musicians, athletes, etc.)
   viii. Event access for VisitSPC Media Staff
   ix. Event Onsite Activation Space in high traffic location
   x. Data collection via crowd attendee technology
   xi. Data collection via Post-Event Zip Code Data
   xii. Tickets or experiences for influencers, media, promotions, clients as mutually

_____
Initials

determined

xiii. Worker passes/credentials with appropriate access, parking passes, and meal vouchers for all VisitSPC working staff

xiv. Water, ice, and electrical power for VisitSPC booth, if requested, and at no cost to VisitSPC

_____
Initials

ELITE EVENT PROPOSED PAID MEDIA ADVERTISING PLAN

Media Category	Media Vendor/ Partner	Market	Media Placement Timing	Media Placement Detail	Media Cost (NET to Vendor)	Media Cost (IN-KIND)
Print	Allegiant Airlines	East Coast flights	Summer-Fall			$ -
Radio, Digital	WUFT - UF/PBS	North Central Florida	11/10-11/29		$ 1,200.00	
Print	Professional Sports Publications - Tampa Bay Lighning Yearbook	Greater Tampa Bay Area-Orlando	2025-26 season	1/8 page - 4 color	$ 2,750.00	
Print, Digital, Social Media	Times Publishing - Gulf to Bay Magazine	VISIT Florida Welcome Center; Tampa International/St Pete-Clwr Airports, AAA Offices, Chamber Welcome Centers	2025-26 edition	1/2 page - color	$ 5,250.00	
Email - Social Media - Digital	Munchkin Fun (Family Publication)	Targeted Markets	Nov-25	Dedicated Email; Newsletter/Website Display Ad, Social Media Posts, Website - Featured Calendar Listing	$ 2,500.00	

Initia

Print - Digital - Email - Social Media	Travel Magazine Explore Florida & Carribean Digital Edition	E-Edition Tribune Publishing Major Newspapers - Orlando Sentinel, Sun Sentinel, Chicago Tribune	October/November 2025	1/2 page full color print ad and five digital ads on Orlanfosentinel.com	$ 2,500.00	
Print	Tampa Bay Newspapers	Pinellas, Pasco, Hernando, Hillsborough	Late October/November 2025	Welcome Back Issue, 1/8 page ad with free article and weekly ads	$ 3,000.00	
Digital - Social Media	Times Publishing	Jacksonville, Atlanta, Daytona, Pinellas	Late October/November 2025	Banners, 10"wide x 10" tall; video format mp4; social video 720x720px	$ 8,000.00	$ 5,000.00
Radio - Streaming Digital	iHeart Radio	Tampa-Orlando	November 1 - 30, 2025	# of 30 second commericals - WMGF - 93; WXXL 104; WMTX 105; WFLZ 106	$ 25,000.00	
Television - Streaming - Targeted Television - Digital	ABC Action News	Tampa Bay - Orlando-Jacksonville - Tallahassee	November 3 -21, 2025		$ 20,000.00	

Initia

Website - Email - Social Media - Geofence	Clear Vision Media	Pinellas, Manatee, Pasco, Hillsborough - Hernando - Polk	September - November 2025	various	$ 12,000.00	
Social Media	City and Sanding Ovations websites and Facebook pages	Targeted Markets	on-going	promotional posts and videos	$ 1,000.00	
Video - Social Media	Sunsational Photography	Targeted Markets	November 14-23, 2025	promotional posts and videos	$ 2,000.00	
Print	Tampa Bay Beaches Chamber of Commerce	5 Welcome Centers & 2 local Visitor Centers	2025 Guide	full page, color	$ 2,100.00	
Website - Social Media	FL Events and Festivals	Targeted Markets	October - November		$ -	
					$ 87,300.00	**$ 5,000.00**

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

Initia

AGENDA ITEM NO. G.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: September 16, 2025

SUBMITTED BY: John Barkley, Police

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FY25 Contract for Services with Pinellas County Sheriff's Office

BACKGROUND: The City Commission approved outsourcing the Treasure Island Police Department Communications Division to the Pinellas County Sheriff's Office in June of 2013. At that time, the Pinellas County Sheriff's Office contract was executed with a provision for annual renewals. The City has renewed the communications contract for the past twelve years. For FY25-26, the City received a contract renewal notice from the Pinellas County Sheriff's Office along with an invoice in the amount of $81,230.92.

POLICY/PURPOSE: To continue to provide critical 24/7 communications services for the Treasure Island Police Department.

STRATEGIC PLAN RELEVANCE: GOAL 7: Preserve the City's unique and high-quality neighborhoods.

ANALYSIS/DISCUSSION:

The Treasure Island Police Department has utilized the communications services (911 services) with the Pinellas

County Sheriff's Office since 2013. Staff has been very satisfied with the quality of service and available resources. By utilizing the contracted services, Treasure Island Police Officers have access to data and information from surrounding communities which ultimately enhances the quality of service to our residents.

FUNDING:

The FY26 budget anticipated a 6% increase in these services and thusly included $80,242.00 in the PD budget (001-5210-

34000). However, the rate for these services increased 6.8%, meaning this expense is about $989.00 more than was budgeted. This is a minor overage and can be absorbed within available General Fund accounts.

MOTION:

The move to approve / deny the execution of the agreement for communication services providing for computer-aided dispatch

from the Pinellas County Sheriff's Office effective October 1, 2025, through September 30, 2026

ATTACHMENTS:

Treasure Island.ACISS.CAD-FY26 Draft for Approval.pdf

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF TREASURE ISLAND, FLORIDA, a municipal corporation (hereinafter "CITY"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WHEREAS, the SHERIFF currently maintains a computer-aided dispatch (CAD) system; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit the CITY to have full access to all the features available in the SHERIFF'S CAD system; and

WHEREAS, the CAD system is capable of handling the volume of calls that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the SHERIFF currently has available and utilizes a computer-based system for taking, recording, and collating police reports known as the Augmented Criminal Investigative Support System (ACISS); and

WHEREAS, this computer-based system allows for the preparation of police reports using the system, making retrieval of and statistical information related to such reports readily available to law enforcement personnel; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit CITY officers to utilize the computer based ACISS program; and

WHEREAS, the ACISS system is capable of handling the volume of reports that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the CITY desires to contract with the SHERIFF for certain crime scene service; and

WHEREAS, the SHERIFF has available personnel to perform such services for the CITY; and

WHEREAS, both the CITY and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

A. COMPUTER AIDED DISPATCH (CAD)

1. The SHERIFF maintains a computer aided dispatch (CAD) system whose main purpose is to receive, and dispatch calls for service relating to law enforcement matters, as well as additional voice and data communication with police laptop computers, portable and in-car radios and is staffed twenty-four (24) hours per day, seven (7) days per week. This system is solo operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to receive calls for the CITY police department and dispatch police services to the CITY via this CAD system.

2. The SHERIFF shall be responsible for the maintenance, upgrades, and repairs to the SHERIFF'S CAD system.

3. The SHERIFF shall notify the CITY of any changes or upgrades necessary in the communication equipment owned by the CITY, to ensure that the CITY continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the CITY.

4. The SHERIFF agrees that such notice to the CITY shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.

5. The CITY agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.

6. All communication equipment needed, such as but not limited to, radio and laptop computers, to provide communication between the SHERIFF and the on-duty officers of the CITY shall be purchased by the CITY. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.

7. All equipment purchased by the CITY shall remain the property of and be maintained by the CITY. The parties agree that licenses which provide for the use of software which enables access and use of the SHERIFF'S CAD system by the CITY, and for which licenses the CITY pays the SHERIFF, are not "equipment" and as such remain the SHERIFF'S property.

8. The SHERIFF agrees to provide the technical support necessary to establish the communication link between the CITY and the SHERIFF'S CAD system. This will include installation and/or configuration of hardware and software necessary for the functioning of the system as relates to radios, desk and laptop computers. Once established, if the CITY should experience any connection difficulties or related problems, the SHERIFF agrees to provide technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and in working order. Any problems relating to the CITY'S hardware and software will be the responsibility of the CITY to address.

9. In return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of EIGHTY THOUSAND NINETY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS ($80,094.88), which is based upon 14 licenses as noted in Attachment 1. This cost is not inclusive of the ongoing monthly amount charged by Verizon to forward the CITY'S non-emergency phone lines, which charges shall also be paid by the CITY to Verizon once determined by Verizon.

10. Should the CITY determine a need to add additional units to its fleet which are CAD accessible, the CITY shall be responsible for all associated costs incurred by the SHERIFF on its behalf and charged accordingly. Such costs shall be billed by the SHERIFF and payable to the SHERIFF upon receipt by the CITY.

B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)

1. The SHERIFF shall provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the CITY for sharing automated records in order to maximize data resource sharing, increase efficiency, eliminate redundant records systems, and the associated fiscal impact. In addition, the CITY'S police department will have access to and utilize the SHERIFF's Automated Report Management System (ARMS) Unit staff for completion of police reports. In making the Automated Records Management System available to the CITY'S police department, the SHERIFF will enable and permit police department officers to call in to the SHERIFF all police reports as the police department may deem necessary and appropriate. ARMS Unit staff who generate these reports shall be continuously available to the CITY'S police department except at such times as the SHERIFF'S computer system is unavailable due to routine maintenance, upgrading, data back-up operations, or malfunction.

2. The CITY police department may elect for its officers to enter and generate all or a portion of their own police reports. The CITY agrees to establish and maintain a quality control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the CITY to ACISS to restore the integrity of the data and/or the requirement that all future reports be done utilizing ARMS Unit staff.

3. The SHERIFF shall operate ACISS on a computer hardware system and provide a point of network connectivity for the CITY Police Department. The SHERIFF is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates, and system administration. The SHERIFF is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates, and system administration. The CITY agrees it shall be responsible for providing and running the necessary anti-virus software on all computers connected to ACISS and shall be responsible for performing Windows updates on a regular and ongoing basis.

4. The City's police department local area network is able to link to the Sheriff's Office network through a point-to-point VPN connection between the police department and the Pinellas County Sheriff's Office via the City's internet provider. This provides a

communication link to the Sheriff's Office public safety campus at 10750 Ulmerton Road, Largo, Florida. As network technology continues to evolve, typically with improved "throughput" and reduced cost, the system for network connectivity may be changed upon agreement by both parties. The network described herein shall provide connectivity for the records management system; any cost in connection with this communication link shall be the responsibility of the CITY. In order to provide the CITY'S police department mobile units, the most efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

5. The SHERIFF initially provided CITY police officers and other police personnel with training in the use of the ACISS system, including utilization of the ARMS Unit staff for the creation of police reports and self-entry by the officers. The parties agree that the goal in training CITY officers in the use of ACISS was to develop expertise on the part of one or more officers to the extent they would become responsible for training new officers who are employed by the CITY in the future; thus, said training is now the responsibility of the CITY.

6. The SHERIFF will provide to the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) information pertaining to articles with serial numbers from all police reports it completes, in order that these articles may be documented in these database systems. Said documentation, once accomplished, will be so noted by the SHERIFF in the applicable police reports. At such time as the CITY police department elects to prepare and enter its own police reports, it shall be responsible for notifying the SHERIFF of articles and serial numbers for entry into these database systems.

7. The SHERIFF, through appropriate staff, will review each report it prepares for completeness in compliance with UCR requirements. However, it shall be the responsibility of the CITY'S police department to review and approve all reports for the accuracy and completeness of information contained therein. The CITY police department will also be responsible for ensuring that all police report supporting documents are entered into ACISS. Further, the CITY'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required by law.

8. The SHERIFF will provide to the Florida Department of Law Enforcement (FDLE), reports reflecting crime statistics for all UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The SHERIFF will provide the data to the CITY on a monthly basis to review and make recommended updates to reports based on the Florida Incident-Based Reporting System (FIBRS) reporting requirements. The FIBRS-related updates need to be made by the CITY no later than the 12th of each month. If the updates are not made by the 12th of the month, the data will be submitted to FDLE by the 15th of the month "as is." The CITY has elected to be designated as an RMS Contract CITY in FDLE's FIBRS

records, which will require the CITY to verify the CITY'S UCR data after it is submitted to FDLE.

9. The SHERIFF also agrees that the CITY'S police department may utilize the property and evidence tracking component of ACISS in order to document items it collects and receives, as well as document chain of custody of said items. While the SHERIFF will provide assistance in configuring ACISS in order that the police department's items can be tracked separate and apart from that of the Sheriff's Office, the parties agree that the SHERIFF is in no way responsible or liable for the CITY police department's usage of ACISS for this purpose, and the CITY alone is solely responsible for the accuracy of all entries and any errors that may occur. The CITY will likewise be solely responsible for all items of property and evidence it receives and processes, stores and as appropriate, disposes of in accordance with state law and any applicable court orders.

10. In return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of ONE THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS AND FOUR CENTS ($1,136.04). This cost reflects the ongoing costs for the term of the agreement as detailed in Attachment 1, herein incorporated, and is based upon two licenses for sufficient access to ACISS. Additionally, the cost for police reports is $5.50 per report generated by ARMS Unit staff. Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt. A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file. For billing purposes, the "PCSO- Supporting Documents" template must be used in order to result in no charge.

C. TRAFFIC CRASH REPORTING SYSTEM

1. In addition to ACISS, the SHERIFF will also make a vehicle crash reporting system available to the CITY police department. The system currently in use is the Traffic and Criminal Reporting System (TraCS) although the parties agree the SHERIFF reserves the right to discontinue use of TraCS should the State of Florida no longer offer its use free of charge or for other reasons as determined by the SHERIFF. Should the SHERIFF discontinue use of TraCS, it agrees to make available at cost, if any, whatever replacement system it elects to use.

2. It will be the responsibility of the CITY police department to ensure that crash reports are entered and approved/closed in a timely manner in compliance with the standards set by Florida Statute and the Florida Department of Highway Safety and Motor Vehicles (DHSMV) guidelines. The SHERIFF will be responsible for the uploading of crash reports on its website for citizen access.

3. The SHERIFF has provided the CITY police department training in the utilization of TraCS in conjunction with the initial ACISS training. The parties agree that the goal in training CITY officers in the use of TraCS was to develop expertise on the part of one or more officers to the extent they would become responsible for training new

officers who are employed by the CITY in the future; thus, said training is now the responsibility of the CITY.

D. FORENSIC SCIENCE SERVICES

1. The SHERIFF will provide to the CITY crime scene services for high priority calls to be determined by the CITY and SHERIFF. Said services shall include the documenting, photographing and processing said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF'S capabilities shall be at the expense of the CITY but facilitated by the SHERIFF.

2. The parties agree that the term "high priority call" as used herein shall be defined as an incident, event or offense that requires a report or offense number be made, recorded or taken by a member of the CITY'S police department for documentation purposes and which requires some action by the SHERIFF'S Forensic Science Specialists.

3. The SHERIFF shall document the time spent by Sheriff's Office personnel performing duties associated with each crime scene processed for the CITY and calculate the costs of crime scene processing based upon these personnel costs as detailed in Attachment 1, and any other additional costs incurred for support personnel and related operating costs. The CITY shall be billed on a monthly basis with payment due upon receipt.

E. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF within thirty (30) days of the effective date of this Agreement the sum of EIGHTY-ONE THOUSAND TWO HUNDRED THIRTY DOLLARS AND NINETY-TWO CENTS ($81,230.92), which reflects the minimum sum due for all services to be rendered during the term of this Agreement, excluding the charges for Verizon, the police reports, as indicated above, and crime scenes processed, if any (See Attachment 1).

F. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons of the CITY and SHERIFF respectively:

FOR THE CITY	FOR THE SHERIFF
John Barkley, Chief 180 108th Avenue Treasure Island, FL 33706	Alyson Henry, Major P. O. Drawer 2500 Largo, FL 33779-2500

G. PUBLIC RECORDS REQUESTS

Effective July 1, 2013, the Florida State legislature enacted §119.0701. This statute requires that all contractors comply with Florida's public records laws with respect to services performed on behalf of a governmental agency. Specifically, the statute requires that contractors:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

2. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law;

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

4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Failure to comply with these provisions is considered an immediate breach of the Agreement.

H. TERMINATION

Either party may terminate this Agreement without penalty upon providing notice of such termination in writing thirty (30) days in advance of the date of termination. Upon such termination, the SHERIFF shall retain such sum from the payment set forth above as reflects the service provided through the date of termination and shall refund the remainder to the CITY.

I. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

J. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by the parties hereto.

K. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

L. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

M. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2025, through September 30, 2026.

The remainder of the page left intentionally blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ___day of _____ 2025.

ATTEST: CITY OF TREASURE ISLAND, FLORIDA

City Clerk Mayor

Approved as to form and correctness:

City Attorney Chief of Police

SHERIFF OF PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

Attachment 1

PINELLAS COUNTY SHERIFF'S OFFICE
Ancillary Contract Costs
City of Treasure Island
FY26

Computer Aided Dispatch (CAD):								**Notes:**
12	Inform Mobile/ESRI Mapping Mobile Licenses	$	277.20	per license	=	$	3,326.40	Ongoing Annual Maintenance
2	Inform Mobile/ESRI Mapping Mobile Licenses	$	54.39	per license	=	$	108.78	Ongoing Annual Maintenance
14	NetMotion Licenses	$	51.05	per license	=	$	714.70	Ongoing Annual Maintenance
1	Public Safety Communicator (salary and benefits)	$	101,260.00	per position	=	$	75,945.00	75% of 1 position based on projected call load
						$	80,094.88	Total CAD
ACISS/Records Management System:								
2	ACISS Licenses	$	568.02	per license	=	$	1,136.04	Ongoing Annual Maintenance
1	Traffic Accident Software (TraCS) Traffic Accident Diagramming Software	$	-	no charge	=	$	-	TraCS incl; City may opt to purchase a more robust program from the vendor
TBD	ARMS Reports (billed monthly)	$	5.50	per report	=		TBD	No charge if Officers complete their own reports
Forensic Science Services: (as requested, billed monthly)								
TBD	Forensic Specialist per Hour	$	59.00	per hour	=		TBD	Charged by the hour for Forensic Specialist(s)
TBD	Forensic Supervisor per Hour	$	76.58	per hour	=		TBD	Charged by the hour for Forensic Supervisor(s)
TBD	Forensic Overhead Cost per Hour	$	9.37	per hour	=		TBD	For Forensics Imaging Tech Support & Supplies
TOTAL COST:						$	81,230.92	Total Due October 1st ARMS and Forensics billed monthly
						$	76,827.86	FY25 Contract Total
							5.7%	Percent increase (decrease)

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: September 16, 2025

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second Reading of Ordinance 2025-19 - Budget Amendment to recognize additional expenses of $3,283,300 incurred during Hurricanes Helene and Milton

BACKGROUND:

In September and October 2024 the City sustained damage from Hurricanes Helene and Milton, the City incurred on extra expenses and revenue losses due to such damages. As a result of these extra expenses, the City is amending the Budget to recognize these expenses.

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:

City incurred in these expenses from hurricane damages during the Fiscal Year 2025, we are recognizing the expenses in the Budget.

FUNDING:

This budget amendment aims to recognize Emergency expenses incurred during the Fiscal Year 2025. These monies will be booked to funds as follow:

- $3,007,600 in General Fund
- $251,500 in Building Division
- $24,200 in Enterprise Fund

MOTION:

I move to approve Ordinance No. 2025-19 at this second and final public hearing.

ATTACHMENTS:

Budget Amendment 2025-19.xlsx
ORDINANCE_2025-19- INSURANCE PROCEEDS.docx
Ad 52113 Ordinance 2025-19.pdf

BUDGET AMENDMENT

DATE: 2025-08-19

FY 2025

TO: City of Treasure Island City Manager

FROM: Victor Ortiz, Finance Director

Ord. # 2505-19

SUBJECT: FY 2025 last quarter Budget Amendment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
		Reserve - General Fund		$ 3,007,600.00
		Reserve - Building Division		$ 251,500.00
		Reserve - Wastewater		$ 24,200.00
			Total	**$ 3,283,300.00**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5131	34000	Contractual Services / Finance	FY 2025 budget correction, Emergency Expenses	$ 392,500.00
001	5132	34000	Contractual Services / City Clerk	FY 2025 budget correction, Emergency Expenses	$ 9,000.00
001	5140	34000	Contractual Services / Legal	FY 2025 budget correction, Emergency Expenses	$ 60,000.00
001	5191	34015	Contractual Services / Non Departmental	FY 2025 budget correction, Emergency Expenses	$ 365,400.00
001	5192	34000	Contractual Services / Hurricane Expenses	FY 2025 budget correction, Emergency Expenses	$ 1,400,000.00
001	5210	46900	Building Repair / Police	FY 2025 budget correction, Emergency Expenses	$ 58,800.00
001	5220	46200	Repair to Vehicles / Fire	FY 2025 budget correction, Emergency Expenses	$ 11,700.00
001	5440	34000	Contractual Services / Transit	FY 2025 budget correction, Emergency Expenses	$ 13,400.00
001	5490	52900	Supplies and Materials / Equi and Veh Maint	FY 2025 budget correction, Emergency Expenses	$ 16,600.00
001	5710	34000	Contractual Services / Library	FY 2025 budget correction, Emergency Expenses	$ 6,700.00
001	5391	46900	Contractual Services /	FY 2025 budget correction, Emergency Expenses	$ 487,000.00
001	5110	82000	Donations / City Commission	FY 2025 budget correction, Emergency Expenses	$ 6,000.00
001	5120	64200	PD Vehicles	FY 2025 budget correction, Emergency Expenses / CIP	$ 64,000.00
001	5191	64900	Miscllaneous equipment > 5,000 / Non Dep	FY 2025 budget correction, Emergency Expenses / CIP	$ 30,200.00
001	5193	64200	Vehicles / Parking	FY 2025 budget correction, Emergency Expenses / CIP	$ 1,700.00
001	5490	64900	Repair welder - air compressor	FY 2025 budget correction, Emergency Expenses / CIP	$ 26,100.00
001	5720	64200	Vehicles / Parks	FY 2025 budget correction, Emergency Expenses / CIP	$ 58,500.00
140	5241	12000	Salaries	FY 2025 budget correction, Emergency Expenses	$ 12,400.00
140	5241	34000	Contractual Services / Permitting, Hurr	FY 2025 budget correction, Emergency Expenses	$ 239,100.00
420	5350	14000	Overtime	FY 2025 budget correction, Emergency Expenses	$ 24,200.00
				Total	**$ 3,283,300.00**

EXPLANATION:

(a) City of Treasure Island incurred on some big expenses due to Hurricane damages and others, we are adjusting the Budget to recogize what was already expended into the budget.

DATE

Finance Director: _____ _____

City Manager: _____ _____

Completed by Finance: _____ _____

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO RECOGNIZE ADDITIONAL EXPENSES OF $3,283,300 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 spent money exceeding the Fiscal Year 2025 Approved Budget in the amount of $3,283,300, generally for Emergency for Hilton and Helene Hurricanes.

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

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $3,007,600 in General Fund, $251,500 in Building Division and $24,200 in Enterprise Fund, toward general damages and operational Emergency.

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 expenses of $3,007,600 in General Fund, $251,500 in Building Division and $24,200 in Enterprise Fund, toward general damages and operational Emergency.

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

<u>General Fund - Expenses</u>		
Several General Fund accounts		$3,007,600.00
Several Building Division accounts		$251.500.00
Wastewater Overtime account	420-5350-14000	$24,200.00

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:

_____
Lisa-Marie Kennedy, City Clerk

52113

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-19 was published in said newspaper by print in the issues of 08/27/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jesaca Bowling

Signature of Affiant _____

Sworn to and subscribed before me this **08/27/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577688
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO RECOGNIZE ADDITIONAL EXPENSES OF $3,283,300 FOR HURRICANE DAMAGES PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, September 16, 2025 at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

8/27/2025 jb 52113-1

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 16, 2025
SUBMITTED BY:	Victor Ortiz, Finance
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading of Ordinance 2025-18, Amending FY 2025 to Recognize a Loan from the General Fund to the Building Fund in the Amount of $1,100,000.
BACKGROUND:	In September and October 2024 the City and its residents sustained major property damage. As a result there was a large influx of building permits. To provide relief to the residents the Commission authorized the City to refund permit fees. Also because of the additional permits, the Building Department had to onboard additional help to relieve the stress. The cash within the Building Fund was depleted as a result of the additional expenditures and loss of revenue.
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 to fund operations within the Building Fund.
FUNDING:	This budget amendment aims to recognize that the General Fund is to loan $1,100,000.00 to the Building Fund. Terms of repayment are 0% interest and the term is not to exceed 5 years. These monies will be booked to the following accounts:

	Account	Name	Amount
Revenue	140-381001	TRNSFR FR FND 001	$ (1,100,000)
Expense	001-5191-91140	TRNSFR TO FND 140	$ 1,100,000
Liability	999-207000	DUE TO OTHER FUNDS	$ 1,100,000
Liability	999-207000	DUE TO OTHER FUNDS	$ (1,100,000)
Asset	001-101010	CASH	$ (1,100,000)
Asset	140-101010	CASH	$ 1,100,000

MOTION:

I move to approve Ordinance No. 2025-18 at this second and final reading.

ATTACHMENTS:

ORDINANCE_2025-18 Loan to Building Fund.docx
Budget Amendment 2025-18.xlsx
Ad 52111 Ordinance 2025-18.pdf

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND AND BUILDING FUND BUDGET TO RECOGNIZE A LOAN FROM THE GENERAL TO THE BUILDING FUND IN THE AMOUNT OF $1,100,000.00 TO REPLINISH THE BUILDING FUND THAT SUSTAINED FINANCIAL LOSSES DUE TO REFUNDING OF PERMITS AND ADDITIONAL COST TO PROCESS ADDITIONAL PERMITS DUE TO HURRICANES HELENA AND MILTON.

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's Building Fund sustained losses (detailed above) from the hurricanes. The Building Fund is a Special Fund where its revenues are used to fund payroll and operational expenses through permitting activity.

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 loan from the General Fund to the Building Fund.

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 transferring $1,100,000.00 from the General Fund to the Building Fund. Repayment terms are will be developed by year-end but is not to exceed 5 years and will be 0% interest.

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

Type	***Acct.***	***Name***	***TOTAL***
Revenue	*140-381001*	*TRNSFR FR FND 001*	*$ (1,100,000)*
Expense	*001-5191-91140*	*TRNSFR TO FND 140*	*$ 1,100,000*
Liability	*999-207000*	*DUE TO OTHER FUNDS*	*$ 1,100,000*
Liability	*999-207000*	*DUE TO OTHER FUNDS*	*$ (1,100,000)*
Asset	*001-101010*	*CASH*	*$ (1,100,000)*
Asset	*140-101010*	*CASH*	*$ 1,100,000*

.

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

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

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

FIRST READING and PUBLIC HEARING on the ____ 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:

_____
Lisa-Marie Kennedy, City Clerk

BUDGET AMENDMENT

DATE: 2025-08-08

FY 2025

TO: City of Treasure Island City Manager

Ord. # 2025-12

FROM: Victor Ortiz, Finance Director

SUBJECT: Loan from the General to the Building

Fund	*Type*	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
Recognize the Loan					
140	Revenue	140-381001	TRNSFR FR FND 001	TRANSFER TO FND 140	$ (1,100,000)
001	Expense	001-5191-91140	TRNSFR TO FND 140	TRANSFER TO FND 140	$ 1,100,000
999	Liability	999-207000	DUE TO OTHER FUNDS	TRANSFER TO FND 123	$ 1,100,000
999	Liability	999-207000	DUE TO OTHER FUNDS	TRANSFER TO FND 123	$ (1,100,000)
001	Asset	001-101010	CASH	TRANSFER TO FND 140	$ (1,100,000)
140	Asset	140-101010	CASH	TRANSFER TO FND 140	$ 1,100,000
				Total	**$ -**

EXPLANATION:

Loan from the General Fund (001) to the Building Fund (140) due to revnue loss (permit refunding) and additional costs due to influx of permits from the hurricanes.

Finance Director: _____ DATE _____

City Manager: _____ _____

Completed by Finance: _____ _____

52111

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-18 was published in said newspaper by print in the issues of 08/27/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jessica Bowling

Sworn to and subscribed before me this **08/27/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577688
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold a second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND AND BUILDING FUND BUDGET TO RECOGNIZE A LOAN FROM THE GENERAL TO THE BUILDING FUND IN THE AMOUNT OF $1,100,000.00 TO REPLINISH THE BUILDING FUND THAT SUSTAINED FINANCIAL LOSSES DUE TO REFUNDING OF PERMITS AND ADDITIONAL COST TO PROCESS ADDITIONAL PERMITS DUE TO HURRICANES HELENA AND MILTON.

This ordinance will be considered on second reading and public hearing on Tuesday, September 16, 2025 at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

9/27/2025 jb

52111-1

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 16, 2025
SUBMITTED BY:	Victor Ortiz, Finance
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Public Hearing for FY 2026 Budget
BACKGROUND:	The Commission held a Budget Workshop on Friday, August 8, 2025. Staff received feedback and made requested changes. The first Budget Public Hearing was held September 8, 2025. This is the second and final public hearing.
POLICY/PURPOSE:	Second and final public hearing for FY 2026 Budget
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve Ordinance 2025-21 adopting the FY 2026 budget at the second and final and public hearing.

ATTACHMENTS:
Ordinance 2025-21 Budget.pdf
Ad 53916 Ordinance 2025-21.pdf

ORDINANCE 2025-21

AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING A BUDGET AND MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF TREASURE ISLAND, FLORIDA, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. That the budget for the fiscal year ending September 30, 2026, incorporated as a part of this ordinance is hereby adopted and approved as and for the budget of said City of Treasure Island for the Fiscal Year 2026.

SECTION 2. The budget is being presented as a balanced budget whereby there are sufficient revenues to offset all estimated expenditures and expenses. The City Commission established a maximum millage rate of 3.8129 mills or a millage rate of $3.8129 per 1,000.00 of assessed property value for ad valorem tax revenue for the Fiscal Year 2026 on July 17, 2024

SECTION 3. All budgeted appropriations are based upon the total expenditure and/or expenses even though the budget has been prepared based on line items and summarized to a categorical level.

SECTION 4. Appropriations may be transferred for the purpose of equalization when needed by a budget transfer within the same Find with the approval of the Finance Director and the City Manager as necessary. This action will not change the total dollar amount of the budget.

Section 5. The City Commission during Fiscal Year 2026 may, by Ordinance, make any amendments to the Budget adopted by this Ordinance, as it may deem necessary and proper.

Section 6. All Budget Amendments requesting additional expenditures or expenses must identify the corresponding funding source.

Section 7. Projects that were not completed during the prior fiscal year are carried forward as special projects and are funded with the corresponding Carry-Forward appropriations of the prior year. Carry-forwards to the General Fund are not to exceed $300,000 Penny for Pinellas Fund equals $0; County Gas Tax Fund equals $0, Building Fund are not to exceed $50,000 ; Gulf Boulevard Undergrounding equals $0; Wastewater Fund are not to exceed $50,000; and the Stormwater Fund are not to exceed $50,000. These are commitments, which are incomplete as of September 30, 2025, and will be continued and made part of the FY 2026 appropriations.

Section 8. Cash Balance Reserves shall be carried forward for prior year encumbrances and re-appropriated for the purchase orders, which will be paid in FY 2026.

Section 9. For the payment of expenses and obligations, excluding carry-forward projects of the City of Treasure Island for the fiscal year ending September 30, 2026, there is hereby appropriated from the money in the treasury of the City and any accruing revenue of the City available for said purposes, the funds hereinafter set forth, the sums of the money shown in the following schedule:

General Fund	$
Penny for Pinellas Fund	$
County Gas Tax Fund	$
Transp. Trust Fund	$
Building Fund	$
Debt Service Fund	$
Gulf Blvd Underg. Fund	$
City Facilities Fund	$
Wastewater Fund	$
Solid Waste Fund	$
Stormwater Fund	$
Total Budget	$

SECTION 10. This ordinance shall become effective October 1, 2025.

FIRST READING and PUBLIC HEARING on the 8th day of September, 2025.

SECOND READING and PUBLIC HEARING on the 16th day of September, 2025.

PUBLISHED in the Tampa Bay Times on the _ day of _____, 2022.

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 V. Kennedy, City Clerk

53916

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-21 was published in said newspaper by print in the issues of 09/07/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jessica Bowling

Sworn to and subscribed before me this **09/07/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING A BUDGET AND MAKING APPROPORIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF TREASURE ISLAND, FLORIDA, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, September 16, 2025, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

9/7/2025 jb 53916-1

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 16, 2025
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Provide for the outsourcing of Solid Waste Services to Waste Pro Florida, Inc.
BACKGROUND:	The City had decided to look at outsourcing Solid Waste Service to determine if cost savings could be realized while still providing the same level of service that citizens and commercial interests have grown to expect.
POLICY/PURPOSE:	The City desires to outsource Solid Waste Service that it currently provides to provide cost savings to the City, its residents and commercial interests.
STRATEGIC PLAN RELEVANCE:	Financial and Economic Development: Goal 1: Foster a Vibrant Business Community - Identify opportunities to cultivate an environment to help local businesses thrive; and Goal 2: Maximize the Utilization of the City's Resources - Continue towards the replacement of City facilities
ANALYSIS/DISCUSSION:	The City decided to look at outsourcing Solid Waste Service to determine if cost savings could be realized while still providing the same level of service that citizens and commercial interests have grown to expect. Upon review of the marketplace, the City started discussions with an existing City contracted vendor, Waste Pro, which was already providing residential recycling to Treasure Island. The City determined that an existing contract held by the City of Seminole with Waste Pro for Solid Waste Service has favorable terms and rates, including a piggyback clause, through which Waste Pro is amenable to extending the same services to the City of Treasure Island. The Finance and Public Works Departments reviewed the City of Seminole Contract and determined it to have been properly approved by

	the appropriate authority. Additionally, staff met with Waste Pro on numerous occasions to confirm the level of services and rates to be afforded to the residents and commercial interests of Treasure Island and found the proposed outsourcing of Solid Waste Services to be in the best interests of the City.
FUNDING:	There is no cost to the City to contract with Waste Pro to provide Solid Waste Service to Treasure Island. The City will receive $385,950 from Waste Pro for the purchase of the existing City owned trucks, dumpsters, bins and other miscellaneous assets.
MOTION:	I would like to make a motion to authorize the City Manager to sign the piggyback agreement to outsource Solid Waste Services to Waste Pro of Florida, Inc.

ATTACHMENTS:

City of Seminole Solid Waste Services.pdf
WP - Agreement to Piggyback Consent Letter.pdf
WP - TI Asset Purchase Agreement.pdf
WP - Contract Extension Request.pdf
Waste Pro - Piggyback Contract WP Signed.pdf
POA - Bob Ten Haaf - Treasure Island.pdf
Waste Pro - Exhibit B - Fee Schedule.pdf

CITY OF SEMINOLE
SOLID WASTE SERVICES AGREEMENT

This is an Agreement (the "Agreement") entered into by and between the City of Seminole (hereinafter "City") and Waste Pro of Florida, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "Parties."

WHEREAS, Florida Statutes § 180.06(5) authorizes a municipality to provide for the collection and disposal of garbage; and

WHEREAS, the City properly issued a Request for Proposals, attached and incorporated hereto as Exhibit "A," and the City Council authorized the selection of Contractor at its October 13, 2020 public hearing; and

WHEREAS, City desires to obtain for its residents from Contractor the services described in this Agreement; and

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. **Public Records**: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF SEMINOLE, FLORIDA, 727-391-0204, AMANCUSO@MYSEMINOLE.COM, 9199 113th STREET NORTH, SEMINOLE, FLORIDA 33772).**

3. **Term**: The term of this Agreement shall be for a period of seven (7) years commencing December 01, 2020 and ending November 30, 2027 after receipt of the Notice of Award and execution of the Agreement. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. No work shall be done outside designated working hours without prior approval of the City Manager or designee.

This Agreement will remain in effect until the completion date. The Agreement may also automatically be renewed for an additional seven (7) year period unless either party shall give written notice of non-renewal at least one hundred and eighty (180) days prior to the end of the initial term. If needed, the contract may be extended ninety (90) days beyond the expiration date of the current contract period. All prices during such ninety (90) day extension period shall remain at the then-current rates.

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

1. Refusing to comply with any lawful order of the Authorized Representative.
2. Failing to begin work within the time specified in this Agreement.
3. Discontinuing operations without prior authorization from the Authorized Representative.
4. Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
5. Failing to obey any Applicable Law.
6. Soliciting or accepting any Rates, payments, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Source Separated Recyclable Materials collected within the Service Area except as is explicitly authorized herein.
7. Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials collected in the Service Area to the appropriate Designated Facility.
8. Failing to pay, or circumventing the payment of, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
9. Failing to comply with the procedures in the Contractor's Collection Plan.
10. Failing to obtain or continuously maintain insurance policies in the manner required herein.

11. Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

12. Failing to provide or continuously maintain the Performance Bond required pursuant to this Agreement.

13. A Parent Corporation Guarantee is revoked.

14. A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure period. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Authorized Representative in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non- defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

15. Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver

or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) for all or a substantial portion of a Party's property or business; or by becoming insolvent.

16. Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

17. Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

18. Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the City.

19. Use of Unauthorized Landfill

The Contractor collects Solid Waste pursuant to this Agreement and then with Contractor's actual or constructive knowledge delivers such waste to a landfill for disposal which is not authorized by this Agreement, without having received the Authorized Representative's prior written approval.

HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the Authorized Representative upon the review and consent of the City Manager may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. Such a conclusion shall not be made unreasonably or pretextually. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the City concludes the Contractor is a habitual violator, the City shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the City Council may terminate this Agreement after giving written notice to the Contractor. The termination shall

be effective upon the date designated by the City Council.

INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the City. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the City may retain an alternate Person to provide Collection Services in the City if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. The City's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the City's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if Contractor is unable for any reason to resume performance within thirty (30) calendar days, the City may terminate this Agreement, effective as of the date designated by the City. The Contractor shall reimburse all Customers and the City for any and all Customer payments for Collection Services not provided, and reasonable costs incurred by the City related to or arising from the use of an alternate Person to provide Collection Service to Contractor's Customers.

EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the City all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; and (d) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

CONTRACTOR OBLIGATION FOLLOWING NON-RENEWAL OR TERMINATION

Within seven (7) business days of the receipt of the written notice of non-renewal or termination of this Agreement by either party, Contractor shall provide to the Authorized

Representative a then-current customer list to include the name and service address of all residential, multi-family, and commercial customers.

4. City hereby agrees to contract for the provision to its residents and businesses of, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C."

5. Contractor shall deliver the goods, or provide the services, described herein no later than December 01, 2020 ("Start date").

6. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $1,000 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

8. The selected vendor(s) shall furnish the City with Certificates of Insurance proving coverage. Failure to furnish the required certificates will result in the termination of this Agreement. All policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers, as "Additional Insured" under the liability policies.

9. The following are the minimum requirements for insurance coverage:

    1. Commercial General Liability (CGL), in occurrence from, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Regulations. Insurance company must have at least an "A-"rating from A.M. Best or a similar rating service.
        (1) $1,000,000 per occurrence
        (2) $2,000,000 per aggregate ($1,000,000 at minimum)
    2. Workers Compensation and Employers Liability
        (1) Per State of Florida Statutory requirements
        (2) $100,000 each accident; $100,000 per employee for disease; and $500,000 for all diseases
    3. Commercial Automobile Liability
        (1) $1,000,000 Combined Single Limit

Vendor shall hold the City harmless from any actions brought against Vendor due to negligence, omission or wrongdoing of Contractor or any of its employees, agents, representatives and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement, and must be provided to the City's Public Works Department prior to the date the service begins and at each renewal thereafter during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

10. **Indemnification, Preservation of Immunity**: Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

11. **Assignment and Subcontracting**: The City has selected Contractor for its stated skills, abilities and unique product offerings, as represented to the City by Contractor's solicitation response and via other means. Contractor has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform any service or provide any product under this Agreement not already provided for therein, Contractor shall first obtain prior written approval

of the City. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary.

12. This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all Parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be held in a court of competent jurisdiction located in Pinellas County, Florida.

13. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

    A. Request for Proposal, Addendums, and Q&A (Exhibit "A")
    B. Florida Public Records Law (Exhibit "B")
    C. Contractor Proposal (Exhibit "C")
    D. Vendor Sworn Statement on Public Entity Crimes (Exhibit "D")
    E. City of Seminole Municipal Boundary Map (Exhibit "E")
    F. Special Waste (Exhibit "F")
    G. Definition of Terms (Exhibit "G")

Notwithstanding the incorporation of the documents identified in this Section, the Parties agree that:

1. The Contractor shall not provide service on the following holidays: New Year's Day, Thanksgiving, and Christmas. Should the regularly scheduled residential collection day fall on any day, including but not limited to the aforementioned holidays, wherein the landfill or material recovery center is closed for any reason, such collection shall occur one calendar day past the regular collection day. In no event shall residential customers be serviced less than twice per week for household collection and once per week for recyclable materials collection.

2. Household Bulk Waste Pick Up shall be included in the Residential Rate and limited to four pick-ups per year and two (2) cubic yards of waste per pick-up.

3. Services for disabled residents:

In locations where a residential customer is unable to place the carts curbside, the contractor shall be responsible to bring the cart to the curb, and then return it to its original location. Contractor shall be responsible for verifying and maintaining a current list of customers requiring such service, and the City shall be provided a copy of such list annually.

In order to qualify for disabled service, the resident shall submit to Contractor a letter from a physician stating that the resident is handicapped, and a copy of one of the following items:

1. Handicap placard issued to customer by the Florida Department of Motor Vehicles.
2. Copy of customer's handicap license plate issued by the Florida Department of Motor Vehicles.

14. **Governing Law, Venue, Attorney Fees**: The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

15. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

16. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Keith Banasiak, SVP/COO
Waste Pro, Inc. of Florida
5170 126th Ave. North
Clearwater, FL 33760
(727) 421-8489

As to City:

City Manager, Ann Toney-Deal
City of Seminole
9199 113th Street North
Seminole, FL 33772
(727) 391-0204

17. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal to the extent of such conflict, unless otherwise provided herein.

18. **No Third-Party Beneficiary:** This Agreement is for the benefit of the Parties and their

respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

19. Neither party to this Agreement shall be responsible for any delays or failure to perform any provisions of this Agreement if such delay or failure is caused by reason of force majeure. The term "force majeure" as used herein shall mean, but shall not be restricted to, acts of God or of the public enemy, insurrection, riots, strikes, epidemics, quarantine restrictions, embargoes, and acts of government authorities, fires, floods and severe weather.

20. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

21. **Immigration Compliance; E-Verify**: Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR'S contract with the CITY cannot be renewed unless, at the time of renewal, CONTRACTOR certifies in writing to the CITY that it has registered with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If CONTRACTOR develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CONTRACTOR shall terminate the contract with the subcontractor. If the CITY develops a good faith belief that CONTRACTOR has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state,

an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CITY shall terminate this contract. Pursuant to Florida Statutes § 448.095(2) (c) (3), termination under the above circumstances is not a breach of contract and may not be considered as such.

22. **Required Recycling Regulatory Provisions**: Pursuant to Florida Statutes § 403.706(22), the following required information is provided:

A). The strategy and obligation of the City to reduce the amount of contaminated residential recyclable material being collected is to assist the Contractor in reducing contamination in single-stream materials City-wide, to include assistance in public education and enforcement. The City will make efforts to educate businesses and residents on methods to reduce the introduction of contaminated recyclable material into the collection stream. The strategy and obligation of the Collector to reduce the amount of contaminated residential recyclable material being collected is to educate businesses and residents of the requirements and enforce its standards for the acceptance of single stream materials.

B). The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material will be that the Collector shall have the right to inspect recycle bins and to decline to remove any or all of the contents thereof if the Collector detects non-recyclable material therein. The Collector's Proposal must set forth the process it intends to use for documenting each instance where it rejects a recycle bin due to contaminating contents, and for subsequently reporting repeat violators to the City for appropriate code enforcement action.

C). The remedies authorized by the City to be used if the Collector determines that a container, cart, or bin contains contaminated recyclable material are, first, customer education to be provided by the Collector in the form of written documentation, telephonic customer service interaction, and when useful in person interactions between a customer and Collector's field supervisors. In addition, Collector may propose reasonable and appropriate customer fees to defray the costs associated with these efforts. Repeat violators may also be referred to the City Code Enforcement Officer for potential issuance of citations for violation of the City's solid waste code.

D). The education measures that will be used to reduce the amount of contaminated recyclable material shall be those proposed by the Collector and approved by the City, which must include at a minimum written materials provided to each current and new customer specifically setting forth what materials are, and are not, approved to be placed in a recycle bin, as well as the posting of this information on the City's and Collector's websites. The enforcement measures to be used to reduce the amount of contaminated recyclable material within the City are those set forth in paragraph C above.

E). The City and Collector agree that the definition of the term "contaminated recyclable material" (recyclable material that is comingled or mixed with solid waste or other nonhazardous material) that is appropriate for the City's community in light of the prevailing market for the processing of such materials is: that portion of the Recyclable Materials stream that does not consist of materials in the definition of Program Recyclables. "Program Recyclables" means Recovered Materials or Recyclables collected commingled in a single container that is included in the City's recycling program. Program Recyclables shall include the following list of materials: all paper, all plastic bottles or containers, rigid and bulky plastics, glass food and beverage containers, and aluminum, tin, or steel bi-metal food and beverage containers. At the discretion of the City and upon reasonable notice to the Contractor, the definition of Program Recyclables may be amended as markets develop for additional or subtracted materials.

To ensure compliance with Title II of the Americans with Disabilities Act, Contractor shall develop, periodically revise, maintain, and publish to all customers in the City via its website and by reference in written customer orientation materials a program whereby persons who are disabled may obtain from the Contractor alternative forms of collection which would allow such customers to have access to the Contractor's solid waste and recycling collection services.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

CONTRACTOR:

By: _____

Name: C.O.O/SVP KEITH BANASIAK

Title: _____

Date: 10-16-20

CITY OF SEMINOLE:

By: Ann Toney-Deal

Name: Ann Toney-Deal, ICMA-CM

Title: City Manager

Date: 10-14-2020

APPROVED AS TO FORM:

_____

Jay Daigneault, Esquire
City Attorney

ATTEST:

Ann Marie Mancuso

Ann Marie Mancuso
City Clerk

City of Seminole
Request for Proposals

City Wide Solid Waste Services

Proposals due by Friday, September 11, 2020 at 10:30AM
(Deadline)

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I. PROPOSER'S CONTRACT PROPOSAL

The company that is submitting a proposal declares that it has extensive experience in solid waste services for cities similar in size to the City of Seminole.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract 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.

The Proposer further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of proposals; and that they have satisfied themselves relative to the materials to supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of Seminole, Florida, in the form of Agreement specified for "**City Wide Solid Waste Services**" in Seminole, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the City of Seminole, Florida.

The Proposer proposes to furnish all required materials, equipment, labor, and perform the work submitted in their fee schedule for the City of Seminole's Contract for "**City Wide Solid Waste Services**".

COMPANY: _____
DATE: _____
ADDRESS: _____
PHONE: _____

PROPOSER: _____
(SIGNATURE)

NAME: _____
(PRINT NAME & TITLE)

SUBMIT PROPOSAL TO:

OFFICE OF THE CITY CLERK
CITY OF SEMINOLE
9199 113th STREET NORTH
SEMINOLE, FL 33772

II. FEE SCHEDULE

Residential

Service	Price	Comments
Overall Residential Rate	$	Per Customer Monthly Charge
Curbside Trash Pick Up (2x per week)	$0.00	Included in Residential Rate
Weekly Recycling Service	$0.00	Included in Residential Rate
Yard Waste (Up to 2 CY/day)	$0.00	Included in Residential Rate
Household Bulk Waste Pick Up	$0.00	Included in Residential Rate. Call for pick up. Four per year.
(1) 64 Gallon Solid Waste Cart	$0.00	Included in Residential Rate
(1) 64 Gallon Recycling Cart	$0.00	Included in Residential Rate
Additional 64 Gallon Solid Waste Cart	$	**Paid by Residential Customer**
Additional 64 Gallon Solid Waste Cart Pick Up	$	**Paid by Residential Customer**
Additional 64 Gallon Recycling Cart	$	**Paid by Residential Customer**
Additional 64 Gallon Recycling Cart Pick Up	$	**Paid by Residential Customer**
Additional Household Bulk Waste Pick Up	$	**Paid by Residential Customer**
Additional Yard Waste Pick Up per CY	$	**Paid by Residential Customer**

Public/City Properties:

Service	Price	Comments
Two Annual Special Events	$ 0.00	**Included in Service Contract**
Recycling City Buildings	$ 0.00	**Included in Service Contract**
Dumpsters/Roll Offs City Properties	$ 0.00	**Included in Service Contract**

COMMERCIAL CONTAINER MONTHLY RATES

Front Loader Container (Dumpster) Service for the following monthly unit prices:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$	$	$	$	$	$	$
4 Cubic Yard	$	$	$	$	$	$	$
6 Cubic Yard	$	$	$	$	$	$	$
8 Cubic Yard	$	$	$	$	$	$	$

Rear Loader Container (Dumpster) Service for the following monthly unit prices:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$	$	$	$	$	$	$
4 Cubic Yard	$	$	$	$	$	$	$
6 Cubic Yard	$	$	$	$	$	$	$
8 Cubic Yard	$	$	$	$	$	$	$

COMMERCIAL RATES:

Service	Price	Comments
Roll Off Disposal Charge (Cubic Yard/Per Ton)	$	
Commercial Bulk	$	
Roll-Offs (Daily Fee)	$	
Wash Out Fee (Roll-Off)	$	
Swap Out Fee	$	
Relocate Fee (Roll-Off)	$	
Trip Charge / Hauling Fee	$	

ROLL OFF HAUL RATES:

Size	One / week	Two / week	Three / week	Five / week	Seven / week
10 yards	$	$	$	$	$
20 yards	$	$	$	$	$
30 yards	$	$	$	$	$
40 yards	$	$	$	$	$

ROLL OFF DELIVERY RATES:

Size	One / week	Two / week	Three / week	Five / week	Seven / week
10 yards	$	$	$	$	$
20 yards	$	$	$	$	$
30 yards	$	$	$	$	$
40 yards	$	$	$	$	$

COMMERCIAL RATES:

Service	Price	Comments
64 Gallon Solid Waste Cart	$	Paid by Commercial Customer
64 Gallon Recycling Cart	$	Paid by Commercial Customer

Front or Rear Loader Container (Recycling Dumpster) Service for the following monthly unit prices to be paid by Commercial Customer:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$	$	$	$	$	$	$
4 Cubic Yard	$	$	$	$	$	$	$
6 Cubic Yard	$	$	$	$	$	$	$
8 Cubic Yard	$	$	$	$	$	$	$

III. GENERAL CONTRACT DOCUMENTS

REQUEST FOR PROPOSALS

City Wide Solid Waste Services

LOCATION

The City of Seminole is soliciting proposals from qualified Solid Waste Service Contractors (Certified in Florida) for a City Wide Solid Waste Services Contract in the City of Seminole.

PROPOSAL SUBMITTALS

Proposal documents must include all items listed under the proposal submittal instructions section.

PROPOSER INFORMATION

Proposals will be received by the Office of City Clerk, 9199 113th Street North, Seminole, FL **until Friday, September 11, 2020 at 1030AM.** Sealed proposals will be publicly opened and acknowledged at City of Seminole, City Hall, Council Chambers, 9199 113th Street North, Seminole, FL 33772.

Submittals should be addressed to: Office of the City Clerk
City of Seminole
9199 113th Street North
Seminole, FL 33772.

Proposals should be Clearly Marked as: "City Wide Solid Waste Services"

MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-Proposal meeting will be held on Wednesday, August 19, 2020 at 10:00AM. The meeting will be held at City of Seminole, City Hall, Council Chambers, located at 9199 113th Street North, Seminole, FL 33772.

All questions shall be submitted via email to Director of Public Works, Rodney Due, at rdue@myseminole.com The responsibility for submitting Proposals to the City of Seminole shall be solely and strictly the responsibility of the Proposer. City employees shall in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence. Proposals received after the time and date stipulated shall be considered non-responsive and returned to the Proposer unopened.

Documents can be downloaded from Demand Star, or the City website www.myseminole.com under Public Notices tab.

PROPOSAL PACKAGES

Sealed proposals will be accepted by the City until **Friday, September 11, 2020 at 10:30AM,** (Deadline). No submittals shall be accepted by the City after this deadline – NO EXCEPTIONS. Proposal packages must be delivered to and stamped in at Seminole City Hall, Office of the City Clerk, 9199 113th Street North, Seminole Florida, 33772. Sealed proposals will be publicly opened and read immediately. All Proposers are invited to attend this opening, held in the City of Seminole City Hall, Council Chambers at 9199 113th Street North, Seminole, FL 33772.

Proposals should be addressed to: Office of the City Clerk
City of Seminole
9199 113th Street North
Seminole, FL 33772

Clearly marked as: **"City Wide Solid Waste Services"**

SUBMISSION OF PROPOSAL

Proposals should follow the format of the RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the most qualified proposer.

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- The ability, capacity, and skill of the Proposer to perform the contract;
- The cost of the services provided;
- The performance of previous contracts and references;
- The sufficiency of the financial resources and ability of the Proposer to provide service for the term of the contract, including extensions; and
- Such other criteria as the Evaluation Committee determines is relevant and necessary to be evaluated, except that any such additional criteria considered shall be set forth in the minutes of the Evaluation Committee, and shall be applied equally to all Proposers.

PROPOSAL SUBMITTAL INSTRUCTIONS

1. Proposals shall include the following:
    - A signed Proposer's Contract Proposal.
    - A completed Fee Schedule. Note any exceptions.
    - A copy of the contractor's license including license number.
    - Current proof of insurance certificate.
    - A letter from the surety company stating the contractor is bondable up to $250,000.00 and upon award a performance bond will be issued.
    - A copy of the past two year's financial statements signed by the individual firm or corporation. The Proposer understands that the City may require the financial statements to be certified.
    - A list of references and corporate information as outlined in Section V.
    - Include a transition plan.
    - Include four originals and one unbound copy of the proposal package, along with a copy of the entire proposal on a USB Flash Drive in PDF format.

TIMELINE

Following is a list of actions and anticipated dates; the City reserves the right to change the dates, if necessary:

08/05/2020	Advertise Request for Proposal (RFP) August 5th and 12th editions of the Tampa Bay Times.
08/07/2020	RFP available on Demand Star and City website – 12:00PM
08/19/2020	**Mandatory Pre-Proposal Meeting – City Hall – 10:00AM**
09/01/2020	Deadline for Questions/Clarifications (must be received by 8:00AM)
09/11/2020	Proposals due to City Clerk's Office – 10:30AM
09/11/2020 to 09/28/2020	Evaluation of Proposals
09/28/2020	Recommendation from Committee to the City Manager
09/29/2020 TBD	City Council Workshop
10/13/2020	Recommendation to City Council for contract award

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing **(email is acceptable)** to the Public Works Director, and shall be received no later than **8:00AM on Tuesday, September 01, 2020**. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The city will not respond to questions received after the specified deadline.

RIGHTS OF THE CITY OF SEMINOLE

In addition to all other rights of the City under Florida law, the City specifically reserves the following:

- The City of Seminole reserves the right to rank proposals and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- The City of Seminole reserves the right to select the proposal that it believes will serve the best interest of the City.
- The City of Seminole reserves the right to reject any or all proposals.
- The City of Seminole reserves the right to cancel the entire RFP.
- The City of Seminole reserves the right to remedy or waive technical or immaterial errors in the RFP.
- The City of Seminole reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the

Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

The proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the proposer 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 proposer. The City agrees to notify the proposer of its opinion by certified mail within thirty days of receipt of notification by the proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) vendor, for any such contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof one (1) Proposer have a direct ownership interest in another proposer for the same contract.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

A PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall meet all State of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of this contract.

COLLUSION

The proposer, by affixing their signature to this proposal, agrees to the following: "proposer certifies that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

RIGHT TO AUDIT

The City of Seminole reserves the privilege of auditing a vendor's record as such records relate to purchases or work between the City and said vendor. Records should be maintained for three years from contract date.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Public Works Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

SERVICES AGREEMENT

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the City, signed by the successful proposer, and presented to the City Council for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a proposer wishes to propose must clearly be stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

PERFORMANCE PAYMENT BOND

The Contractor shall furnish the City with a performance and payment bond in a penal sum equal to the amount of $250,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this Contract. The Contractor shall execute such bond and a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the City.

The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If, after the contract is in place, the work embraced by this Contract is not completed on or before the scheduled weekly dates set forth between the City and the Contractor, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of One Thousand Dollars ($1,000) per day for each calendar day of delay until the work is satisfactorily completed.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this Contract shall be the City of Seminole or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full

authority to interpret the contract and requirements and shall determine acceptance of the work under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the contract terms in a fair and unbiased manner.

If a variation from any requirements is allowed, the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder. The Contractor shall be responsible for obtaining all City, County, State and Federal permits or licenses required by those government agencies.

IV. SCOPE OF WORK

GENERAL INFORMATION

- All proposers must familiarize themselves with the proposed refuse contract, scope of work and forms all which are to be submitted and then executed by the successful Proposer.
- Firms or persons wishing to submit for this contract must be licensed, bondable and insured in accordance to the requirements of this proposal package. Contractors must be certified, registered and/or licensed by the proper licensing boards for the work being performed.
- The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.
- The Contractor shall provide monthly solid waste and recycling statistics. Please include sample of statistics report.
- If a proposal contains any omissions, erasures or contains irregularities of any kind, such may constitute sufficient cause for rejection of the proposal.
- The proposal submitted by the Contractor shall become part of the agreement between the City and the Contractor, and representations, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.
- Each Proposer should familiarize themselves with Pinellas County's disposal facilities and rates.
- Prior to the startup of the contract, the Contractor must have the supervisors, drivers and any other personnel responsible for performing the collection services of the contract, familiarize themselves with the routes, schedules and streets of Seminole to minimize mishaps of the startup of the services to be provided.
- The Contractor shall use only vehicles with bodies which are watertight and which are of the type approved for garbage/recycling collection.
- The Contractor's vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.
- The Contractor shall maintain all of its equipment in safe working condition and in the proper state of repair.
- The Contractor's employees shall wear an outer garment identifying the company they represent when making pickups and deliveries.
- The Contractor shall provide a manned local Pinellas County telephone number during normal working hours defined as Monday through Friday, 8:00AM to 4:30PM, and at all other times that collections and disposal services are being performed. Said telephone personnel shall be capable of resolving questions and complaints from customers within the City.
- The Contractor shall maintain an equipment yard for availability of disposal trucks and equipment and a business office within a forty (40) mile radius of the City of Seminole for timely responses to missed pickups and other emergencies.

- Contractor shall include all costs associated with any required traffic control and maintenance during the work.
- The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

SCOPE OF WORK

The purpose of this contract is to award a qualified contractor the refuse collection and disposal, recycling collection, vegetation and yard brush collection, and *bulk waste collection service in the City of Seminole, Florida. The contractor shall have the exclusive franchise to provide residential and commercial refuse and recyclable materials collection service and roll off service within the City of Seminole. The collection of special waste, hazardous waste, and biohazardous waste is not included in this contract.

*Bulk waste includes such items as appliances, furniture, mattresses, etc.

CONTRACTOR'S RESPONSIBILITY

1. The Contractor shall do all the work and furnish at their own cost and expense all labor, materials, equipment, and other facilities as may be necessary and proper for performing and completing the work under this Contract.
2. The work shall be performed in accordance with the true intent and meaning of solid waste collection and disposal services in this Request for Proposal including the contract documents and rate schedules.
3. Unless otherwise expressly provided, the means and methods of collection shall be such as the Contractor may choose, subject however, to the approval of the City Manager or designee. Only adequate and safe procedures, methods, and equipment shall be used. The City Manager or designee's approval or failure to exercise their right there on shall not relieve the Contractor of obligations to accomplish the result intended by the Contract, nor shall such create a cause of action for damages.

WORK SCHEDULE

To enable the work to be executed in an orderly and expeditious manner, the Contractor shall submit to the City a proposed work and route schedule within 14 calendar days after the award of this Contract. The schedule shall include the service days, by category of service, route boundaries, and days of service for each location in the contract area, together with all necessary and appropriate information to indicate that the work will be performed in an orderly and timely manner. The proposed schedule shall be revised as directed by the City Manager or designee until finally approved and after such approval shall be strictly adhered to by the Contractor. The approved work schedule may be changed only with the written permission of the City Manager or designee. Contractor must work regardless of weather and all other usually expected conditions.

All residential collection work shall only be performed between 7:00AM and 7:00PM, Monday through Friday. Commercial container collection shall only be performed between 7:00AM and 7:00PM, Monday through Saturday, except where otherwise provided for. **No Sunday collection is permitted without the permission of the City Manager or designee.** Upon notification by the City that the Contractor has commenced pickup prior to the 7:00AM start time or 7:00PM finish time, a $250 fine per occurrence may be levied against the Contractor.

HOLIDAYS

The Contractor shall not provide service on the following holidays: New Year's Day, Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, the Contractor shall collect the Refuse on the next regularly scheduled collection day for the subject route.

COLLECTION DETAILS

Solid Waste

Contractor shall provide Solid Waste Collection for every City of Seminole residential, multi-family or commercial customer. The Contactor shall provide a City approved 64 gallon solid waste cart of uniform size and color. Residential customers will be serviced twice per week, each day separated by two (2) days.

Contractor shall provide Solid Waste Collection for businesses or multi-family residential using dumpsters, roll offs, compactors, or carts and shall have at least one collection up to the numbers required for providing adequate and sanitary service. The contractor shall coordinate with the manager of the business or complex on the number and size of the containers required. In the event a customer's container is consistently overloaded, the City will require the customer to use a larger container or a greater frequency of service. If a dumpster enclosure exists, the container will be placed inside of the enclosure. The contractor has the responsibility to service the dumpster even if the gates are closed. Non-residential (e.g. restaurants, businesses, etc.) collection shall begin no earlier than 5:30AM providing the City receives no complaints from neighbors. The City shall notify contractor of complaints and in the event that complaints cannot be resolved, collection will start at 7:00AM. Commercial compactors are to be negotiated on a case by case basis, by the Contractor and entity requesting the compactor.

Recyclables

The Contactor shall provide a City approved 64 gallon recycling cart of uniform size and color. Residential recycling will be collected one (1) time per week.

For commercial units and multi-family units who request recycling service, the Contractor shall coordinate an appropriate collection location and provide containers for recycling of sufficient size to furnish collection services once per week for the recyclable materials.

Yard Waste

Yard waste must be cut and placed at the front curb by the residence homeowner. Yard waste includes all yard clippings, grass cuttings, leaves, shrubs, palm fronds, tree limbs and such other small rubbish as ordinarily accumulates about growing vegetation. All grass clippings, leaves and small debris must be placed in bags or in a container for pickup. Branches and limbs must be neatly bundled and not over four (4) feet in length and no single object over 60lbs. The price for a weekly yard waste (up to 2 CY of household garbage and yard waste, combined total, per pickup day) shall be included in residential rate. Horticultural/yard waste and tree trimming debris created by a contractor or commercial tree trimmer must be disposed of by said contractor. It will not be picked up by the City's Solid Waste Contractor.

Yard waste in excess of the standard weekly amount (2 CY per pickup day) shall require a scheduled special pickup, and will be subject to an additional fee to be paid by the account holder.

Additional Collections

Included in the service contract, the contractor will provide solid waste trash pickup at all City buildings. These areas will be collected as scheduled. Contractor will supply 64 gallon carts for recycling at City buildings and will be collected as scheduled, and at no charge to the City.

Contractor will supply containers and collection of solid waste and recyclables, for Special Events sponsored or co-sponsored by the City, at no charge to the City of Seminole or event sponsors. Special events include, but are not limited to, the Seminole Winterfest and POW WOW Festival. The Events will include dumpsters at up to two locations for trash and debris.

Disaster Clean Up

In the case of a hurricane, storm event or other Federal or State declared disaster that results in a large accumulation of storm generated yard waste and debris within the City, the City shall collect the yard waste and debris as per the terms of the City's contract with a FEMA approved Disaster Debris Contractor. In the days following a declared disaster, the Contractor will continue to collect normally generated household solid waste in accordance with the terms of this contract. It is understood that disaster debris and infrastructure damage may restrict access to normal route collection for a period of time. The Contractor and the Public Works Director will work together to restore normal service as soon as practical.

Quantities

The account list is based on reports received from our current solid waste services contract. The following numbers are for RFP purposes only, and are approximate.

Number of Non-City Cans		City Facility Commercial	
4,400	Residential Pickups	9	Front Load Commercial Dumpster
4,400	Recycle Units	1	30 yd. Roll Off
350	Front End Commercial	10	City Facility Recycling Bins/Carts
17	Commercial Compactors		

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of seven (7) years commencing December 1, 2020 and ending November 30, 2027 after receipt of the Notice of Award and execution of the Agreement. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. No work shall be done outside designated working hours without prior approval of the City Manager or designee.

This Agreement will remain in effect until the completion date. The Agreement may also automatically be renewed an additional seven (7) year period unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the initial term.

ADJUSTMENT TO RATES

(1) Changes in Collection Price. All compensation payable to the Contractor for services hereunder, with the exception of the disposal charges, shall be adjusted upward or downward annually, with the approval of City administration which shall not be unreasonably withheld.

a. The following indexes are used to calculate the adjustment for each cost component category.

i. Consumer Price Index (CPI): The change in the CPI shall be calculated as the percentage change from August of the preceding year to August of the current year. The CPI adjustment shall become effective on December 1, 2021 and every subsequent Contract Year thereafter for the term of this Contract.

ii. Fuel and Oil: The change in the average price of diesel fuel for the Lower Atlantic No. 2 Diesel Retail Sales by All Sellers (reported by the Energy Information Association as Series PADD 1 C) will be used to adjust the fuel and oil cost component. The fuel and oil component shall be first adjusted effective December 1, 2021. The fuel and oil adjustment shall be calculated based on the average of each monthly change in Series PADD 1 C from August of the preceding year to August of the current year, and every subsequent year thereafter of the Contract term.

(2) Changes in Disposal Cost. The actual Disposal Cost charged to the Contractor for disposal of items collected pursuant to the Contract may change from time to time. In the event of such change in the Disposal Cost, or a change in the location of the disposal site (as required by Pinellas County), the costs associated with such changes shall cause a change to the compensation payable as provided in the Fee Schedule.

(3) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling or transportation of Refuse and Recyclable Materials pursuant to this Agreement.

CONTRACT RENEWAL

The Contract may also automatically be renewed an additional seven (7) year period unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the initial term.

LIABILITY INSURANCE

The Contractor shall procure and maintain, at their expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days prior notice to the City in writing. The City shall be included as an additional named insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontract or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of Seminole, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of Seminole. Contractor must furnish the City with Certificate of Insurance, satisfactory to the City, prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of Seminole must be named as a certificate holder for this contract. The minimum insurance requirements are outlined in Section VI of this RFP.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their equipment from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the area of the work.

The Contractor shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement methods that avoid water pollution in excess of what is acceptable to the State of Florida Department of Environmental Protection, City of Seminole and Pinellas County. Any Contractors in violation of the City of Seminole Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of Seminole and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony. Example; debris clean up after hurricane event.

RECORDS

- The City and the Contractor shall have the right, at reasonable times and places in conjunction with each other, to review the records of all collections in order to ascertain the number of units to be served and the amount of money collected from each unit.
- The Contractor shall provide to the City all volume and other data from solid waste, construction debris and recyclables collections that are required for reporting the solid waste volume reductions being mandated or requested by State and local law or agreements.
- The Contractor shall provide to the City, when requested anytime during the contract, certified financial statements signed by the individual firm or corporation.

NOTICES

The Contractor shall furnish a pamphlet notification plan to all residents (by direct delivery, mailed or other specified means) providing pickup days, hours of operation and telephone number for complaint calls or information requests, 30 days from the beginning of this agreement and at least once a year thereafter and 30 days prior to any change in schedule.

INVOICING

The Contractor agrees to bill charges for collection service to each individual account. The Contractor may offer discounts for payments paid in full for the entire annual bill or the remaining balance. There will be no rate adjustments or increases to those accounts paid in full for the contract year. The Contractor shall bill customers on a regular basis, no less than monthly. The Contractor shall offer an Auto-Pay option to customers.

V. REFERENCES & QUALIFICATIONS

Provide at least five (5) municipal references which you have contracted with to provide similar solid waste and recycling collection services for residential, commercial and public properties in the past five years.

Provide information that demonstrates the experience of the company's executive and field personnel in solid waste and recyclables collection.

Provide the number of trucks, truck model, type of fuel, and the age of each truck being used under this contract.

Provide a company profile of information such as the history, headquarters location, and size of staff, equipment list, recycling sorting location, landfill location, transfer station location and any other information that would be useful in evaluating the experience of the company.

This section should contain information regarding the company's ability to complete the contract.

VI. INSURANCE REQUIREMENTS

INSURANCE

The selected vendor(s) shall furnish the City with the Certificates of Insurance proving coverage. Failure to furnish the required certificates will result in the termination of this Agreement. **All Policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers, as "Additional Insured" under the liability policies.**

The following are the minimum requirements for insurance coverage:

1) Commercial General Liability (CGL), in occurrence form, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Regulations. Insurance company must have at least an "A-"rating from A.M. Best or a similar rating service.
   (1) $1,000,000 per occurrence
   (2) $2,000,000 per aggregate ($1,000,000 at minimum)

2) Workers Compensation and Employers Liability
   (1) Per State of Florida Statutory requirements
   (2) $100,000 each accident; $100,000 per employee for disease; and $500,000 for all diseases

3) Commercial Automobile Liability
   (1) $1,000,000 Combined Single Limit

Vendor shall hold the City harmless from any actions brought against Vendor due to negligence, omission or wrongdoing of Contractor or any of its employees, agents, representatives, and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement, and must be provided to the City's Public Works Department prior to the date the service begins and at each renewal thereafter during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

VII. EXAMPLE SERVICES AGREEMENT

CITY OF SEMINOLE, FLORIDA
SERVICES AGREEMENT

City Wide Solid Waste Services

This is an Agreement (the "Agreement") entered into by and between the City of Seminole (hereinafter "City") and_____(hereinafter "Contractor"). The City and Contractor together shall be referred to as the "Parties."

WHEREAS, Florida Statutes § 180.06(5) authorizes a municipality to provide for the collection and disposal of garbage; and

WHEREAS, the City properly issued a Request for Proposals, attached and incorporated hereto as Exhibit "A", and the City Council authorized the selection of Contractor at its _____ _____ Public hearing; and

WHEREAS, City desires to purchase from Contractor the services described in this Agreement; and

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF SEMINOLE, FLORIDA, 727-391-0204, AMANCUSO@MYSEMINOLE.COM, 9199 113th STREET NORTH, SEMINOLE, FLORIDA 33772).**

3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C".

4. Contractor shall deliver the goods, or provide the services, described herein no later than December 01, 2020 ("Start date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $1,000 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Contractor's full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Prices listed in the Fee Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit "C."

7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

8. The selected vendor(s) shall furnish the City with Certificates of Insurance proving coverage. Failure to furnish the required certificates will result in the termination of this Agreement. All policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers, as "Additional Insured" under the liability policies.

   The following are the minimum requirements for insurance coverage:

   1. Commercial General Liability (CGL), in occurrence from, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Regulations. Insurance company must have at least an "A-"rating from A.M. Best or a similar rating service.
      (1) $1,000,000 per occurrence
      (2) $2,000,000 per aggregate ($1,000,000 at minimum)
   2. Workers Compensation and Employers Liability
      (1) Per State of Florida Statutory requirements
      (2) $100,000 each accident; $100,000 per employee for disease; and $500,000 for all Diseases
   3. Commercial Automobile Liability
      (1) $1,000,000 Combined Single Limit

   Vendor shall hold the City harmless from any actions brought against Vendor due to negligence, omission or wrongdoing of Contractor or any of its employees, agents, representatives and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement, and must be provided to the City's Public Works Department prior to the date the service begins and at each renewal thereafter during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

9. Indemnification, Preservation of Immunity. Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

10. Assignment and Subcontracting. The City has selected Contractor for its stated skills, abilities and unique product offerings, as represented to the City by Contractor's solicitation response and via other means. Contractor has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform any service or provide any product under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the City. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary.

11. This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all Parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be held in a court of competent jurisdiction located in Pinellas County, Florida.

12. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

    A. Request for Proposal (Exhibit "A")
    B. Florida Public Records Law (Exhibit "B")
    C. Contractor Proposal (Exhibit "C")
    D. Vendor Sworn Statement on Public Entity Crimes (Exhibit "D")
    E. City of Seminole Municipal Boundary Map (Exhibit "E")
    F. Special Waste (Exhibit F)

13. Attorney Fees. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

14. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

15. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Contractor
Address
City, State Zip
Phone

As to City:

City Manager, Ann Toney-Deal
City of Seminole
9199 113th Street North
Seminole, FL 33772
(727) 391-0204

16. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

17. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

18. Neither party to this Agreement shall be responsible for any delays or failure to perform any provisions of this Agreement if such delay or failure is caused by reason of force majeure. The term "force majeure" as used herein shall mean, but shall not be restricted to, acts of God or of the public enemy, insurrection, riots, strikes, epidemics, quarantine restrictions, embargoes, and acts of government authorities, fires, floods and severe weather. This provision does not automatically entitle the contractor or vendor to any cost increase change orders related to costs of materials. All change orders will be reviewed on a case-by-case basis.

19. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

20. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR'S contract with the CITY cannot be renewed unless, at the time of renewal, CONTRACTOR certifies in writing to the CITY that it has registered with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If CONTRACTOR develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CONTRACTOR shall terminate the contract with the subcontractor. If the CITY develops a good faith belief that CONTRACTOR has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CITY shall terminate this contract. Pursuant to Florida Statutes § 448.095(2) (c) (3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

21. The term of this Agreement shall be for a period of seven (7) years commencing December 1, 2020 and ending November 30, 2027 after receipt of the Notice of Award and execution of the Agreement. Any change to the start date or the work schedule must be submitted in writing to and approved by the City Manager or designee. No work shall be done outside designated working hours without prior approval of the City Manager or designee.

    This Agreement will remain in effect until the completion date. The Agreement may also automatically be renewed an additional seven (7) year period unless either party shall give written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the initial term.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SEMINOLE:

By: _____

Name: Ann Toney-Deal, ICMA-CM

Title: City Manager

Date: _____

APPROVED AS TO FORM:

_____
Jay Daigneault, Esquire
City Attorney

ATTEST:

_____
Ann Marie Mancuso
City Clerk

VIII. PROPOSER'S CHECKLIST

Proposer's Checklist

- Signed Proposer's Contract Proposal
- Completed Fee Schedule, Exceptions Noted.
- Copy of the Contractor's license including license number.
- Current Proof of Insurance Certificate
- Letter from the surety company stating the contractor is bondable up to two hundred and fifty thousand dollars ($250,000.00) and upon award a performance bond will be issued.
- Signed financial statements for the past two years.
- References and Corporate Information.
- Transition Plan.
- Include four (4) originals and one (1) unbound copy of the proposal package.
- USB Flash Drive with the entire proposal on a PDF format.
- Vendor Sworn Statement on Public Entity Crimes.
- Acknowledgment of Addendums.

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

IX. CONTRACTOR TRAINING

City of Seminole
Public Works Department
11195 70th Avenue North
Seminole, Florida 33772
Phone: 727-397-6383
www.myseminole.com

In concurrence with NPDES MS4 requirements, Contractor Education and Training on the topic of illicit discharges and spill prevention and response is provided by the City of Seminole through the link provided below.

Contractor Training 2020

Local Resources:

Pinellas County Watershed Management – Stormwater Runoff
Pinellas County Watershed Management
City of Seminole Public Works

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT "A"

[Place City's Request for Proposal behind this page]

EXHIBIT "B"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, Council, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "C"

[Place Contractor's Proposal behind this page]

EXHIBIT "D"

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

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

1. This sworn statement is submitted to _____
(print name of 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 (FEIN) 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 of 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. 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 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) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR 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 SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this_____day of_____, 2019.

Personally known_____or produced identification_____.
(Type of identification)

State of Florida
City of_____
My commission expires

(Notary Public)

EXHIBIT "F"

SPECIAL WASTE

1. Any waste meeting the description which follow is a "special waste":

2. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings.)

3. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs). (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.

4. PCB draining's and flushing's removed from PCB articles and placed directly into transport containers.

5. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA "empty" according to the criteria specified at 40 C.F.R. s261.7.)

6. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos- bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.

7. Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)

8. Residue and debris from cleanup spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.

9. Animal waste and parts from slaughterhouses or rendering plants.

10. Waste produced by the mechanical processing of fruit, vegetables or grain.(This includes such wastes as rinds, hulls, husks, pods, shells, and chaff.

11. Pumping's from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels.)

12. Sludge from a publicly owned sewage treatment plant serving primarily domestic users.

13. Grease trap wastes from residences, restaurants, cafeterias not located at industrial facilities.

14. Wash water wastes from commercial car washes.

15. Wash water wastes from commercial laundries or laundromats.

16. Chemical-containing equipment removed from service. (Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.)

17. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.

18. Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)

19. Containerized Waste. To include, but not be limited to, a drum, barrel, portable tank, box or pail.

20. Waste transported in a bulk tanker.

21. Liquid Waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain free liquid11 by the paint filter test (EPA Method 9095);

22. Sludge Waste.

23. Waste from an industrial process. Waste which requires special handling

24. Waste from a pollution control process.

25. Residue or debris. From the cleanup of a spill or release of chemical substances, commercial products or wastes listed in paragraphs (s) through (x) of this definition.

26. Soil, Water, Residue, or Debris. Articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraphs (s) through (y) of this definition.

27. Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes as amended by Chapter 88-1 30, Laws of Florida, or change in law, statute, regulation, rule, code, ordinance, Effective additional applicable permit or permit condition occurs after the Date of this Agreement, requiring material management that differs from the requirements on the Effective Date of this Agreement.

aa. Waste Tires.

CITY OF SEMINOLE

Exhibit A

Request for Proposal, Addendums, and Questions & Answers

City of Seminole
Request for Proposals

City Wide Solid Waste Services
Addendum #1

All Addendum and Questions & Answers must be acknowledged in proposal.

Proposals due by Friday, September 11, 2020 at 10:30AM
(Deadline)

II. FEE SCHEDULE

Residential

Service	Price	Comments
Overall Residential Rate	$	Per Customer Monthly Charge
Curbside Trash Pick Up (2x per week)	$0.00	Included in Residential Rate
Weekly Recycling Service	$0.00	Included in Residential Rate
Yard Waste (Up to 2 CY/day)	$0.00	Included in Residential Rate
Household Bulk Waste Pick Up	$0.00	Included in Residential Rate. Call for pick up. Four per year.
(1) 64 Gallon Solid Waste Cart	$0.00	Included in Residential Rate
(1) 64 Gallon Recycling Cart	$0.00	Included in Residential Rate
Additional 64 Gallon Solid Waste Cart	$	**Paid by Residential Customer**
Additional 64 Gallon Solid Waste Cart Pick Up	$	**Paid by Residential Customer**
Additional 64 Gallon Recycling Cart	$	**Paid by Residential Customer**
Additional 64 Gallon Recycling Cart Pick Up	$	**Paid by Residential Customer**
Additional Household Bulk Waste Pick Up	$	**Paid by Residential Customer**
Additional Yard Waste Pick Up per CY	$	**Paid by Residential Customer**

Public/City Properties:

Service	Price	Comments
Two Annual Special Events	$ 0.00	**Included in Service Contract**
Recycling City Buildings	$ 0.00	**Included in Service Contract**
Dumpsters/Roll Offs City Properties	$ 0.00	**Included in Service Contract**

COMMERCIAL CONTAINER MONTHLY RATES

Front Loader Container (Dumpster) Service for the following monthly unit prices:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$	$	$	$	$	$	$
4 Cubic Yard	$	$	$	$	$	$	$
6 Cubic Yard	$	$	$	$	$	$	$
8 Cubic Yard	$	$	$	$	$	$	$

Rear Loader Container (Dumpster) Service for the following monthly unit prices:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$	$	$	$	$	$	$
4 Cubic Yard	$	$	$	$	$	$	$
6 Cubic Yard	$	$	$	$	$	$	$
8 Cubic Yard	$	$	$	$	$	$	$

COMMERCIAL RATES:

Service	Price	Comments
Roll Off Disposal Charge (Cubic Yard/Per Ton)	$	
Commercial Bulk	$	
Roll-Offs (Daily Fee)	$	
Wash Out Fee (Roll-Off)	$	
Swap Out Fee	$	
Relocate Fee (Roll-Off)	$	
Trip Charge / Hauling Fee	$	

ROLL OFF HAUL RATES:

Size	One / week	Two / week	Three / week	Five / week	Seven / week
10 yards	$	$	$	$	$
20 yards	$	$	$	$	$
30 yards	$	$	$	$	$
40 yards	$	$	$	$	$

ROLL OFF DELIVERY RATES:

Size	One / week	Two / week	Three / week	Five / week	Seven / week
10 yards	$	$	$	$	$
20 yards	$	$	$	$	$
30 yards	$	$	$	$	$
40 yards	$	$	$	$	$

COMMERCIAL RATES:

Service	Price	Comments
64 Gallon Solid Waste Cart	$	Paid by Commercial Customer
64 Gallon Recycling Cart	$	Paid by Commercial Customer

Front or Rear Loader Container (Recycling Dumpster) Service for the following monthly unit prices to be paid by Commercial Customer:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$	$	$	$	$	$	$
4 Cubic Yard	$	$	$	$	$	$	$
6 Cubic Yard	$	$	$	$	$	$	$
8 Cubic Yard	$	$	$	$	$	$	$

City of Seminole

December 1, 2019	$ 5.62 per yard

New Front Load Rates		1	2	3	4	5	6
	2YD	$ 48.71	$ 97.41	$ 146.12	$ 194.83	$ 243.53	$ 292.24
XPU = $	4YD	$ 97.41	$ 194.83	$ 292.24	$ 389.65	$ 487.07	$ 584.48
Lock Install = $	6YD	$ 146.12	$ 292.24	$ 438.36	$ 584.48	$ 730.60	$ 876.72
Lock Fee = $	8YD	$ 194.83	$ 389.65	$ 584.48	$ 779.31	$ 974.13	$ 1,168.96

Dec-19

	New
Installation	$ 87.64
Lock for garb	$ 7.31
XF1	$ 8.82
XF2	$ 18.64
XF3	$ 27.95
XF4	$ 37.25
XF6	$ 55.90
XF8	$ 74.51
1RL	$ 12.41

New Rolloff Dec 2019	*Delivery*	*Haul*	*Disposal/Ton*	*Rental/Mo.**
Seminole (SM, SMR)	$ 53.90	$ 149.06	$ 39.75	$ 97.04

*Represents $ 3.23 /day

Dec-19

Residential	New
Two (2) Times a Week	$ 13.54

Mobile Homes	New
Two (2) Times a Week	$ 13.54
One (1) Time a Week	$ 9.22

Recycling - As negotiated with Condo/Townhome Customer

Exhibit B

Restart Service Fees:

Commercial and Rolloff Service	$ 53.90
Residential	$ 26.95
Returned Check	$ 21.56

Questions and Answers #1

I am contacting you on behalf of the pre bid meeting scheduled for next Wednesday August 19, 2020 I would like to know if this is an in person meeting or a meeting via zoom due to the current Covid-19 situation? This is an in person meeting at our City Hall Council Chambers. Everyone will be required to wear face mask, and temperatures will be taken. Seating will be at least 6' apart.

Is there a franchise fee on commercial? No

Is there a franchise fee on residential? No

If so on one or both how much is it? N/A

Just to clarify there are 4400 residential units requiring 8800 MSW pick-ups weekly. As stated on Pg. 18 of the RFP, The account list is based on reports received from our current solid waste service provider. The following numbers are for RFP purposes only, and are approximate.

Just to clarify there are 4400 residential units requiring 4400 recycle pick-ups weekly As stated on Pg. 18 of the RFP, The account list is based on reports received from our current solid waste service provider. The following numbers are for RFP purposes only, and are approximate.

Just to clarify there are 350 commercial front-end accounts and 17 front-load commercial compactor accounts As stated on Pg. 18 of the RFP, The account list is based on reports received from our current solid waste service provider. The following numbers are for RFP purposes only, and are approximate.

Can we get tonnage reports for 2019 on the following? 2019 solid waste and recycling statistics report will be downloaded to Demand Star, and the City's web site.

a) Residential
b) Recycle
c) Bulk
d) Commercial front-load

Are there any commercial front load reports? No

a) Account list with size of container and service level
b) Monthly revenue for 2019
c) Franchise fees collected for 2019

Is the city part of an interlocal agreement for disposal, or can the hauler dump at any properly licensed disposal facility, if the city is part of an agreement please provide the name of the facility and the per ton cost. Yes, for solid waste, haulers within Pinellas County must use the Pinellas county Waste to Energy Facility. The current disposal fee is $39.75 per ton, effective October 1, 2020, is $42.15 per ton. Recyclables can be disposed of at a facility of your choice. As stated on Pg. 14 of the RFP, each Proposer should familiarize themselves with Pinellas County's disposal facilities and rates.

Questions and Answers #2

1. **Fee Schedule – Page 3**
   Residential: Fee schedule for the residential services has $ next to all of the items under the overall residential rate. Is the City looking for a breakdown of the monthly rate? No Or can the $ be removed for all items except for the additional yard waste pick up? New Fee Schedule will be addressed in the Addendum

2. Is the City looking for the cost for a resident to receive an additional 64-gallon recycle or trash cart? See New Fee Schedule Or is this denoting that the residents are to receive 1 – 64-gal trash cart and 1 – 64-gal recycle cart? Yes

   Commercial:
   Recycling Dumpster: if the Company does not offer recycling services via front end load dumpster can a N/A be placed next to this item? Yes, but the service needs to be offered. Additionally, what size dumpster and frequency of collection is the City seeking pricing for? See New Fee Schedule

   Rear Load Container: there are no rear load dumpsters listed in the RFP package. Can the City please provide a listing of quantities broken down by location, size and collection frequency? Set rates according to quantities listed on Page 18 of the RFP. The City does not handle the billing, but will put in a request to the service provide. If this service is not done currently or something the City is looking to add would the City consider removing this item from the pricing sheet? No, rear load service could be offered.

3. **Commercial Rates – Page 4**
   What makes up a Trip Charge or what is the definition of a Trip Charge?
   Trip Charge and Hauling Fee can be used interchangeably.

4. **Roll Off Haul and Delivery Rates – Page 5**
   The price sheet on page 5 shows haul and delivery rates for 1x, 2x, 3x, 5x, & 7x. What about 4x & 6x? Please use chart for RFP purposes. Should the Haul Rates include disposal per haul? Roll off disposal Charge is listed on page 4.

5. **Proposal Submittal Instructions -Page 8**
   The RFP requests four (4) originals, one (1) unbound copy and a PDF on a USB. For clarification, is the City looking for a total of 4 signed originals? Or would the City accept one signed original, 3 copies, one unbound copy and the PDF on a flash drive? As stated in the RFP, include four (4) originals and one (1) unbound copy of the proposal package, along with a copy of the entire proposal on a USB Flash Drive in PDF format.

6. **Liquidated Damages – Pages 12 and 26**
   Page 12 provides for liquidated damages of $1,000/day if work contemplated by the contract "is not completed on or before the scheduled weekly dates set forth". On page 26, it provides for such liquidated damages "for each day after the date set forth in paragraph 4 (December 1, 2020)" the services specified are not provided. We need clarification. Does this provision only apply to Contractor's obligation to commence services on the start date of December 1, 2020 or does it apply to any failure to provide a service when scheduled? For example, if there is a missed pick up (MPU) does the liquidated damages provision apply? Similarly, for a failure to complete a route? Please advise. In addition, there is no language allowing the contractor to contest the imposition of liquidated damages. Will the City add same? Liquidated damages Applies to the commencement date of the contract, and the ability to provide services to the residents and commercial accounts within the city. This does not apply to missing an individual pickup.

7. **General Information - Page 14**
   To clarify, the contractor is responsible for handling all customer service questions for the City (questions, service concerns, etc.)? Yes, see Page 14 of the RFP.

8. **Scope of Work - Page 15**
   To confirm, the City is looking to franchise commercial recycling services as part of the RFP and roll off services in the City. Does the Roll Off work include temporary work? To confirm, the winning bidder will be the sole provider to the City of Seminole, but there will be no franchise fee. Yes, temporary work is included.

9. **Collection Details – Pages 15 and 16**
   The general start time for commercial collection is 7 AM. However, on page 16 it appears to allow a start time of 5:30 AM if there are no complaints from neighbors. Please clarify. Can we start work at 5:30 AM? As stated for non-residential accounts only providing the City receives no complaints from neighbors.

10. **Holidays – Page 16**
    Confirm no commercial, residential or roll off service is to be provided on New Year's Day, Thanksgiving or Christmas. Yes, see pg. 16 of RFP

11. **Collection Details – Page 16**
    The contractor shall provide a City approved 64 gallon solid waste cart. What are the procedures and payment for solid waste not placed inside the cart? Will the contractor be responsible for collecting waste outside the cart? Only bulk or yard waste as described in the RFP. Will the residents be required to purchase an additional cart if needed? Yes Will the resident pay for the collection of any additional carts? Yes
    There is no place in the Fee Schedule on page 3 for this additional pricing. The new Fee Schedule has been updated and posted to Demand Star the City of Seminole website under the Public Notices tab.

12. **Additional Collections – Page 17**
    How many special events are contemplated? Two (2) special events per year. Pow Wow Festival and Winterfest.

13. **Quantities - Page 18**

For the non-City Cans: would the city please provide a breakdown of the location, size and frequencies for the 350 front end commercial cans? Set rates according to quantities listed on Page 18 of the RFP. The City does not handle the billing, but will put in a request to the service provider.

The 17 commercial compactors listed, are they owned by the commercial businesses or would the new contractor need to supply a container and the associated service? Some containers are owned by the business, and some are leased. The City does not handle the billing, but will put in a request to the service provider.

For the City Facility Commercial Cans:

Would the City please provide a matrix of the location (address) of the cans, their sizes and the frequency they are collected? Set rates according to quantities listed on Page 18 of the RFP.

Would the City please provide the location (address) and collection frequency for the 1-30 yard roll off and 10-City Facility Recycling Bins/Carts? Set rates according to quantities listed on Page 18 of the RFP.

Would the City please confirm that the 10- City Facility Recycling Containers are carts and not bins? Carts If there are both carts and bins please provide the quantities for each.

14. **Adjustment to Rates – Page 19**

This provision allows for annual adjustments for CPI and fuel. Can the Contractor use the Water, Sewer and Trash CPI index for this adjustment and delete the fuel adjustment provision? No

15. **Invoicing – Page 22**

Contractor bills all services directly to the customer. May the Contractor stop service if the customer is more than 20 days delinquent? For commercial services may the contractor bill in advance? Can the contractor require a deposit? In the event any account is not fully paid within forty-five (45) days from the billing date, the account shall be deemed delinquent. Terms will be discussed during negotiations.

16. **Invoicing – Page 22**

The Contractor is responsible for billing residential and nonresidential customers. For residential accounts, would the City be agreeable to billing residential customers on a quarterly basis as opposed to monthly? Yes

17. **References - Page 23**

Would the City consider narrowing down the reference requirement to 5 municipal references of similar size and service scope located in the state of Florida, SE United States or United States from the last five years? No

18. **Subcontracting – Page 27**

Subcontracting is not allowed except as consented by the City. Does this mean that temporary labor is not permitted? Vegetation and bulk waste are often subcontracted services. Will the City agree to same provided that the Contractor is responsible for the actions of its subcontractors? Contractor will be selected based on their in-house capabilities, resources, and expertise to perform the services required by this agreement. Subcontracting is strongly discouraged and unlikely to be granted.

19. **Proposer's Checklist - Page 31**
Copy of the Contractor's license: there is not a required license for solid waste and recycling collection. Would the City consider removing this requirement from the proposal submission requirements? This item can be ignored in the RFP Or what type of license is the City looking for – business tax license, certificate of good standing with the State of Florida (Sun Biz)? A Business license would be required if the business office is located in the City.

20. **Proposer's Checklist - Page 31**
Signed Financial Statements: would the City accept two years of audited financial statements from our independent auditors to fulfill this request along with a financial stability letter from our CFO? Yes

21. **Contractor Training – Page 32**
Does executing this page simply mean that contractor has visited the listed websites and reviewed the subject matter? The intent for the contractor to educate their employees on the topics of illicit discharge and spill prevention response.

22. How are bulk items currently handled? The resident will call the contractor to schedule bulk pickup. Are they placed curbside next to carts or does the resident have to call into the contractor to request a pick up? Yes It appears from the fee schedule that the customer calls in and that the bulk items are included in the monthly residential rate. Is there an allotted amount of items included in the bulk service? See New Fee Schedule. For example, is this part of the 2CY max set our per collection day? No

23. Would the City please provide the current pricing matrix for all services requested? The current rate sheet has been updated and posted to Demand Star the City of Seminole website under the Public Notices tab.

24. What are the current services day(s) for residential solid waste, recyclable and yard waste collections? Residential solid waste Tuesday and Friday, recyclables Wednesday, and yard waste the same as solid waste.

25. Regarding new HB73 language on contamination: if high levels of contamination are found or loads are rejected at the MRF due to contamination who pays disposal on recycling contamination? The City will address HB73, by ordinance, in order to reduce the amount of contaminated recycling that is placed for collection. **The City will not be responsible for costs, if any, associated with the disposal of contaminated recycling.**

26. For the 17 compactors listed in the RFP: is the new vendor expected to replace them since they may be under separate rental agreements and are not really included in this bid outside of service being rendered to them. Please clarify. Compactor agreements are individual and will be determined on a case by case basis. Contractor will need to have the ability to provide.

27. We would like to request a copy of the attendees (sign in sheet) from the pre-bid meeting (8/19/2020). Sign in sheets have been posted to Demand Star and the City of Seminole website under the Public Notices tab.

28. Regarding residential bulk collection, would the City consider adding a definition of bulk collection expectations to allow for a more apples to apples comparison with regards to pricing? New Fee Schedule will be addressed in the Addendum

29. To clarify, the only license that the City will be requiring for proposal submissions will be a business tax license if said bidder holds a tax license from the City. Yes

30. The residential carts for solid waste and recycling collections are to be provided by the hauler and will remain property of the hauler at the end of the collection agreement term. Yes

31. The service days for residential collections can be dictated by the hauler or does the City wish to retain the current residential service collection day(s) schedule? See collection details on Page 16 of the RFP.

32. Regarding recycling collections, we would like the confirm that the City's intent is for the recyclable materials to be collection curbside and taken to a material recovery facility (MRF) for processing. Yes On page 23 paragraph 4 of the RFP it indicates the recycling facility to be listed in the references and qualifications section. Would the address of the processing facility and the current recovery dealer certificate for the facility be acceptable to fulfill this request? Yes

33. Can we get a list of all business entities who have obtained a Business Tax Receipt or Occupational License for 2020? Please contact the City of Seminole's City Clerk to make a Public Records Request.

34. Confirming that incoming Hauler can utilize which types of vehicles that fit the City's needs, including residents and business community. Those vehicles could be FEL, REL, Side-Loaders. Yes

35. Proposer must replace all residential and recycling bins with New Roll Out Carts with attached lids? See Collection details on Page 16 of the RFP.

36. Commercial containers can be Front End or Rear End Load containers, plus some with Roll Out Carts? Yes

37. City wishes to retain the existing Limits on residential collection of two (2) yards maximum? There shall be a charge for the excess material volumes. There will be a charge for waste that exceeds the 2 CY per pickup day. See new Fee Schedule. The new Fee Schedule has been updated and posted to Demand Star the City of Seminole website under the Public Notices tab.

38. Multi-family is considered four (4) residential units or more? Set rates according to quantities listed in the RFP. Definitions will be determined after award.

39. Proposer bills and collects from all Service lines? Yes There must be an Auto-Pay Option for City residents and Business community? Yes

40. All residential units are to receive a 64-gallon solid waste cart and a 64-gallon recycling cart, and these carts are to be provided by the contractor. Yes

41. Who retains ownership of these carts? Contractor

42. Currently, several City residents have and use blue City 64-gallon carts for refuse. What will become of those? Current blue City 64-gallon carts are for recycling only.

43. Where is the multi-family recycling Fee Schedule? New Fee Schedule will be addressed in the Addendum

44. Commercial recycling dumpster Fee Schedule is only one line. How do we address and price different containers sizes and frequencies? New Fee Schedule will be addressed in the Addendum

45. On page 17, the paragraph on Yard Waste says "The price for a weekly yard waste (up to 2 CY of household garbage and yard waste, combined total, per pickup day) shall be included in the residential rate. It goes on to say that "Yard waste in excess of the standard weekly amount (2 CY per pickup day) shall require a special pickup and will be subject to an additional fee to be paid by the account holder". Please clarify the 2 CY limit. The intent is to provide (1) 64 gallon solid waste cart (yard waste can be comingled). Yard waste is limited to 2 CY per day, but needs to be bagged or bundled.

46. Please describe in detail, the requirements for Bulk Waste Collection Service as referenced in the Scope of Work on page 15. New Fee Schedule will be addressed in the Addendum

47. Is it the intention that the collection of appliances to include or not to include freon containing items? The customer will be required to remove any Freon. The contractor will need to establish a fee for items where Freon is not removed.

48. Will the City consider Bulk Collection at 1x time a week, or Every other week? New Fee Schedule will be addressed in the Addendum

49. Can the city confirm that trash, bulk and yard waste can be commingled for disposal at the Pinellas County Facility? Each Proposer should familiarize themselves with Pinellas County's disposal facilities and rates. Page 14 of the RFP.

50. Can we obtain a detailed schedule of the solid waste and recycling service being provided to City Buildings presently? Set rates according to quantities listed on Page 18 of the RFP. The City does not handle the billing, but will put in a request to the service provider.

51. Can we obtain detail of the Special Events anticipated to be served under this contract for trash and debris including the size and number of dumpsters utilized and frequency of service provided? Pow Wow Festival (2) 30 yd roll-offs and Winterfest (1) 8 yd dumpster.

52. The Fee Schedule asks for price information on Rear Loader Container Service however in the Pre-bid it was mentioned that if we do not offer Rear Load containers for commercial customers to leave it blank. Yes

53. The Quantities section mentions 17 Commercial Compactors. Can we obtain detailed information on location, type and frequency on this equipment? Set rates according to quantities listed on Page 18 of the RFP. The City does not handle the billing, but will put in a request to the service provider.

54. Does the City provide any policy or guidance concerning delinquent accounts? To be determined after award.

55. Are there any stop service, reconnection fees or other mechanisms to recover or enforce homeowners to pay for the garbage service? To be determined after award.

56. Can the City describe what the bad debt ratios or amounts are on a quarterly, monthly or a yearly basis? No, the City does not handle the billing.

57. Can we get current rates for the Residential and Commercial collections? Current rate (pricing) sheet will be provided in the Addendum

58. Will the City allow the recycling materials to be under the "ownership of the contractor" once collected at the curb? To Be Determined.

59. Will the City allow the hauler to either process the recyclables at a Materials Recovery facility or take to a facility that takes the materials and uses them for renewable energy? It is the intent of the City to have the recyclables taken to a Materials Recovery Facility.

60. For the purpose of resident notification, will the City provide a list of resident's email addresses upon award? Please contact the City of Seminole's City Clerk to make a Public Records Request.

61. The award process and implementation process is a very short timeframe – will the City consider a longer transition period with the incumbent and the new provider by 1 to 3 months? No, there is nothing in the existing contract requiring an extension for a transition period.

62. Can we get a copy of the current contract? Please contact the City of Seminole's City Clerk to make a Public Records Request.

WASTE MANAGEMENT
11051 43rd St. N.
Clearwater, FL 33762
(727) 572-8779
(727) 573-5510 Fax

Feb 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of Jan. 2020

RECYCLING STATISTICS	
MATERIAL	
Newspaper	39.31
Glass (brown)	1.71
Glass (green)	1.46
Glass (clear)	2.97
Tin	1.21
Aluminum	1.21
Plastic	2.52
TOTAL	50.39
Set Out Ratio	44.20%

SOLID WASTE STATISTICS	
Residential Tons	142.75
Commercial Tons	398.70

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterio Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

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11051 43rd St. N.
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(727) 573-5510 Fax

Mar. 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of Feb. 2020

RECYCLING STATISTICS	
MATERIAL	TONS
Newspaper	31.43
Glass (brown)	1.37
Glass (green)	1.17
Glass (clear)	2.38
Tin	0.97
Aluminum	0.97
Plastic	2.02
TOTAL	40.31
Set Out Ratio	38.00%

SOLID WASTE STATISTICS	
Residential Tons	96.50
Commercial Tons	255.25

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterlo Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

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WASTE MANAGEMENT
11051 43rd St. N.
Clearwater, FL 33762
(727) 572-8772
(727) 573-5510 Fax

Apl. 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of Mar. 2020

RECYCLING STATISTICS	
MATERIAL	TONS
Newspaper	31.04
Glass (brown)	1.35
Glass (green)	1.15
Glass (clear)	2.35
Tin	0.96
Aluminum	0.96
Plastic	1.99
TOTAL	39.80
Set Out Ratio	39.98%

SOLID WASTE STATISTICS	
Residential Tons	108.02
Commercial Tons	286.25

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterio Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

WASTE MANAGEMENT
11051 43rd St. N.
Clearwater, FL 33762
(727) 572-8779
(727) 573-5510 Fax

May 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of Apl. 2020

RECYCLING STATISTICS	
MATERIAL	
Newspaper	38.73
Glass (brown)	1.69
Glass (green)	1.44
Glass (clear)	2.93
Tin	1.19
Aluminum	1.19
Plastic	2.48
TOTAL	49.65
Set Out Ratio	46.80%

SOLID WASTE STATISTICS	
Residential Tons	137.35
Commercial Tons	351.25

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterio Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

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11051 43rd St. N.
Clearwater, FL 33762
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(727) 573-5510 Fax

June 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of May. 2020

RECYCLING STATISTICS	
MATERIAL	
Newspaper	30.73
Glass (brown)	1.34
Glass (green)	1.14
Glass (clear)	2.32
Tin	0.95
Aluminum	0.95
Plastic	1.97
TOTAL	39.40
Set Out Ratio	46.90%

SOLID WASTE STATISTICS	
Residential Tons	137.35
Commercial Tons	351.25

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterio Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

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July 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of June. 2020

RECYCLING STATISTICS	
MATERIAL	TONS
Newspaper	30.42
Glass (brown)	1.33
Glass (green)	1.13
Glass (clear)	2.30
Tin	0.94
Aluminum	0.94
Plastic	1.95
TOTAL	39.01
Set Out Ratio	43.91%

SOLID WASTE STATISTICS	
Residential Tons	136.85
Commercial Tons	352.05

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterio Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

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11051 43rd St. N.
Clearwater, FL 33762
(727) 572-8779
(727) 573-5510 Fax

August 10, 2020

City of Seminole
Attn: Rodney Due
9100 113th Street North
Seminole, FL 33772-2805

Listed below you are the monthly recycling statistics for the month of July, 2020

RECYCLING STATISTICS	
MATERIAL	
Newspaper	37.67
Glass (brown)	1.64
Glass (green)	1.40
Glass (clear)	2.85
Tin	1.16
Aluminum	1.16
Plastic	2.42
TOTAL	48.30
Set Out Ratio	46.60%

SOLID WASTE STATISTICS	
Residential Tons	141.36
Commercial Tons	363.63

Please feel free to contact me if you need any additional information. We appreciate the opportunity to continue to provide you with excellent service.

Sincerely,

Oterio Davis
Operations Manager
WASTE MANAGEMENT OF PINELLAS

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Questions and Answers #3

1. The RFP states a start date of 12/1/20. Due to the large amount of capital needed for the contract and the transition itself a 12/1 start date is a tight timeline. Is there anything in the current contract that allows the City to move the 12/1 start date back 60 to 90 days to allow for a smoother transition? Please see Question #61 in Addendum #1

2. Concerning the 64-gallon carts, will the City require them to be heat stamped with the City's logo? The carts will require a City of Seminole logo. If no, will the carts have any other requirements? Colors? To be determined after award.

3. I see the City provided solid waste tons for residential collections and commercial collection. I do not see information on the amount of construction & demolition tons collected/disposed. Can the City provide this information? No, but the City can put in a request with our service provider.

4. Can the City provide a 12-month history on Liquidated Damages? Please contact the City of Seminole's City Clerk to make a Public Records Request.

5. The City is requiring a yearly notification mailer in the RFP. Can the City provide the mailer that was sent to residents in 2019? No, this will be a requirement of the new services contract.

6. Can the City clarify how the Evaluation Committee will be made up for proposal evaluations? N/A Who will be on the Committee? N/A

7. To confirm, the RFP does NOT require a Bid Bond? No, this is not an Invitation to Bid.

8. The RFP states the vendor can service commercial sites starting at 5:30am unless there are complaints. Does the City know how many commercial sites in the City limits are serviced starting at 5:30am? No. The City does not handle the billing but can put in a request to the service provider.

9. Is the City requiring the new vendor to start the contract with new trucks and new commercial containers? No

10. The residential solid waste tonnage seems to be inadequate for the number of residential homeowners, which is 4,400 households, can you verify that all the residential waste that was collected was reported in the correct amounts? The City provided the solid waste tonnage monthly reports received from our service provider from 2019 and 2020.

Question and Answers #4

1. Has the City received the commercial container collection size and frequency matrix from the current hauler yet? *(Questions and Answers #2, question 13)* No
   Is the city amenable to a Monday/Thursday and Tuesday/Friday residential trash collection schedule? Yes, Residential customers will be serviced twice per week, each day separated by two (2) days. Pg. 16 RFP

2. Is the City amenable to a Wednesday collection day for all residential recycling? Residential recycling will be collected one (1) time per week. Pg. 16 of the RFP. Current recycling is picked up on Wednesday.

3. Addendum #1, page 5, Current Rate Sheet: at the bottom of the rate sheet there are Restart Service Fees for Commercial, Residential and Returned Check. The City of Seminole does not handle the billing. This is our current provider's rate sheet. It was requested by one of the proposers.
   a. With the new agreement, is the City intending to allow residents/businesses to go on vacation hold and then restart with the associated restart rate? Current contract allows residents to suspend service for a minimum of 90 days, with a 30 written notice
   b. Is the restart fee associated with accounts (residential and commercial) that may have a lapse in payment and then the restart fee is applied once the account is back to current? In the current contract it applies to reinstatement of delinquent accounts as well.

4. During the pre-bid meeting you asked if a map of residential and commercial zones areas would be helpful. I believe the consensus was yes. Would you please provide a map as part of the next addendum? This was posted on Demand Star on August 19th. If you cannot download from Demand Star please contact the City's Community Development Director Mark Ely at MEly@myseminole.com

5. We noticed on the public notice section of the City's website under the City Wide Solid Waste Services that there was not a Q/A #2. Is this intentional (see image below)? Questions and Answers #2 is embedded within Addendum #1.

6. Page 31 of the RFP, Proposer's Checklist:

   a. Is there a form for the 'Acknowledgement of Addendums' or a specific place that you would like for us to place this information? Please Provide a receipt acknowledge statement, or include the addendums and questions and answers within your proposal.
   b. The signed financial statements: would the City accept 2018 and 2019 audited financials prepared by our independent auditors along with a financial stability letter signed by our CFO? Or what is meant by 'signed financial statements'? Addendum #1, Questions and Answers #2, question #20

Questions and Answers #5

1. ***Liquidated damages*** – p. 12 and p. 26 – Will any liquidated damages be imposed if a Contractor fails to complete a route, or if any similar (post-commencement) service failure occurs? If yes, can language allowing the Contractor to contest the imposition of liquidated damages be added to the agreement?
    a. Both the RFP and appended form of contract provide for liquidated damages upon a failure to perform the work required by the contract. The City believes that liquidated damages are an easier way to quantify the financial damage caused by failure to timely perform the work. Proposers are free to propose an alternative fine schedule with their Proposals, and the City will consider such alternative proposals, but Proposers must also be willing to accept the liquidated damages provisions should an alternative fine schedule not be acceptable to the City after negotiations with the selected Proposer cease.
    b. With respect to contesting the imposition of the assessment of liquidated damages, the contractor will be able first to simply provide the City with its arguments and factual records to demonstrate performance did occur per the contract. Failing agreement at an informal level, the contractor would have all legal remedies available to it to challenge any imposition of liquidated damages by way of court action.
    c. While the City has previously indicated that it would not impose liquidated damages based solely on the failure to provide service on a given day, the City would consider the failure to provide services for an entire route to be subject to liquidated damages.

CITY OF SEMINOLE

Exhibit B

Florida Public Records Law

EXHIBIT "B"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, Council, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CITY OF SEMINOLE

Exhibit C

Contractor Proposal

City of Seminole

Request for Proposals

City Wide Solid Waste Services

Due Date/Time: September 11, 2020 at 10:30 AM

Submitted by:

Waste Pro of Florida, Inc.
Contact: Keith Banasiak, Regional Vice President
5170 126th Avenue N.
Clearwater, FL 33760
Phone: 239-229-7500
Email: kbanasiak@wasteprousa.com

Addendums/Question and Answers Received:
Addendum #1
Question and Answers #1-5

WASTE PRO
Caring For Our Communities

City of Seminole
Attn: Ann Toney-Deal, City Manager
9199 113th Street North
Seminole, Florida 33772

Re: City Wide Solid Waste Services

Dear Ms. Toney-Deal,

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is a privately held Florida corporation. We are pleased to have the opportunity to provide the enclosed proposal for the City's solid waste and recycling collection needs. We examined the Request for Proposals provided, understand the scope of services required and our pleased to offer our experienced services to the residents and businesses of the City of Seminole.

Should we be awarded the contract, Waste Pro would service the City from our Pinellas County Division that is located at 5170 126th Avenue North in Clearwater. We are poised to provide the same level of services to your residents and businesses should we be lucky enough to be awarded the contract.

As you review our proposal and check our references I feel confident in saying that Waste Pro is uniquely qualified to handle the collection service requirements. Municipal contracts are our area of expertise; this is our bread and butter. We have enclosed references and encourage you to contact these municipalities and ask their opinion of Waste Pro. Nobody tells our story better than our customers.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. Currently providing trash and recycling services to over 500 Cities and 300 Counties in exclusive or non-exclusive franchises or in open market. Waste Pro serves more municipal residences than any other hauler in the State of Florida. We have operating facilities in 61 of Florida's 67 counties. We are financially strong and ready to begin services on your contract.

Customer Service and Safety are our number one priority. Our drivers are trained locally, not at an out of county location. They are trained on local major roads, intersections, and disposal facilities. They are trained on local issues consisting of unique localized special events, contractual specifications, coastal yard waste generation, seasonality of congested roadway conditions and environmentally sensitive issues. As a result, we have one of the lowest employee turnover rates in the industry and a safety rating which far exceeds industry standards. Our employees are encouraged to "go the extra mile" with regards to servicing our customers.

Waste Pro understands the importance of having a local presence. Customer Calls will be answered locally by a real person, not an automated attendant-resulting in a quicker response time. We believe in being part of the community. Waste Pro will continue to contribute and participate in local business and charitable organizations. All of this we do because we believe that we should be part of the communities that we service.

Another area of concern we always face is "The Transition", which is our hallmark. The key to a successful transition is daily communication between your management group and Waste Pro Staff. Any issues, questions, or situations will be addressed the same day. This ensures a high level of accountability and an ease in conversion.

Waste Pro warrants that the requirements of this project, as outlined in the current collection services agreement that was provided. If awarded, Waste Pro intends to provide the services requested, in compliance with the terms in the Agreement, for the rates (prices) submitted in the enclosed proposal. The strong emphasis placed on providing your residents the best service at the best rate was noted during the City's pre-bid meeting and reflected in our pricing proposal. In the event we are awarded the agreement and the City wishes to rebalance the rate sheet to consider lowering the commercial rate and subsequently increasing the residential rate we would be more than happy to discuss during negotiations.

We have conducted all necessary due diligence to confirm material facts upon which the proposal is based. The proposal contents, costs and service fees are valid for a period of 120 days after the submission deadline. In the event that we are fortunate enough to be selected, I would sign the agreement, and I am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal.

We look forward to becoming your next partner and providing your residences and businesses with the services that are the "Distinguishable Difference."

We very much appreciate your time and consideration.

Best Regards,

Keith Banasiak
Chief Operating Officer/SVP
Waste Pro of Florida, Inc.
kbanasiak@wasteprousa.com
Cell: 239-229-7500

POWER OF ATTORNEY

This Power of Attorney made this 1st day of September 2020, I, John J. Jennings, Chairman of Waste Pro of Florida, Inc., hereby appoint, Keith Banasiak, SVP and Chief Operating Officer, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to City of Seminole, Florida, Request for Proposals: City Wide Solid Waste Services, including any other addendum in this matter.

2. This Power of Attorney is intended to grant broad powers to Keith Banasiak to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

SIGNATURE OF John J. Jennings
Chairman
Waste Pro of Florida, Inc.
FEIN #59-3701785

Sworn to (or affirmed) and subscribed before me this 1st day of September 2020, by John J. Jennings.

(Signatory of Notary Public – State of Florida)

MALENIE VELEZ
MY COMMISSION # GG062028
EXPIRES March 09, 2021

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X or produced Identification _____

Type of Identification Produced _____

VIII. PROPOSER'S CHECKLIST

Proposer's Checklist

- Signed Proposer's Contract Proposal
- Completed Fee Schedule, Exceptions Noted.
- Copy of the Contractor's license including license number.
- Current Proof of Insurance Certificate
- Letter from the surety company stating the contractor is bondable up to two hundred and fifty thousand dollars ($250,000.00) and upon award a performance bond will be issued.
- Signed financial statements for the past two years.
- References and Corporate Information.
- Transition Plan.
- Include four (4) originals and one (1) unbound copy of the proposal package.
- USB Flash Drive with the entire proposal on a PDF format.
- Vendor Sworn Statement on Public Entity Crimes.
- Acknowledgment of Addendums.

Company Name: Waste Pro of Florida, Inc.

Signature: _____

Name/Title: Keith Banasiak, Chief Operating Officer/Senior Vice President

Date: 9/9/2020

IX. CONTRACTOR TRAINING

City of Seminole
Public Works Department
11195 70th Avenue North
Seminole, Florida 33772
Phone: 727-397-6383
www.myseminole.com

In concurrence with NPDES MS4 requirements, Contractor Education and Training on the topic of illicit discharges and spill prevention and response is provided by the City of Seminole through the link provided below.

Contractor Training 2020

Local Resources:

Pinellas County Watershed Management – Stormwater Runoff
Pinellas County Watershed Management
City of Seminole Public Works

Company Name: Waste Pro of Florida, Inc.

Signature: _____

Name/Title: Keith Banaslak, Chief Operating Officer/Senior Vice President

Date: 9/9/2020



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- **TAB 1:** Signed Proposer's Contract Proposal
- **TAB 2:** Completed Fee Schedule, Exceptions Noted
- **TAB 3:** Contractor's License (including license number)
- **TAB 4:** Current Proof of Insurance Certificate
- **TAB 5:** Letter of Bondability (letter from surety company stating contractor is bondable up to two hundred and fifty thousand dollars ($250,000) and upon award a performance bond will be issued.)
- **TAB 6:** Signed Financial Statements (from last two years)
- **TAB 7:** References and Corporate Information
- **TAB 8:** Transition Plan
- **TAB 9:** Vendor Sworn Statement on Public Entity Crimes
- **TAB 10:** Acknowledgement of Addendums

TAB 1: Signed Proposer's Contract Proposal

I. PROPOSER'S CONTRACT PROPOSAL

The company that is submitting a proposal declares that it has extensive experience in solid waste services for cities similar in size to the City of Seminole.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Proposal or in the Contract to be entered into; that this Proposal or Contract 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.

The Proposer further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of proposals; and that they have satisfied themselves relative to the materials to supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of Seminole, Florida, in the form of Agreement specified for **"City Wide Solid Waste Services"** in Seminole, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the City of Seminole, Florida.

The Proposer proposes to furnish all required materials, equipment, labor, and perform the work submitted in their fee schedule for the City of Seminole's Contract for **"City Wide Solid Waste Services"**.

COMPANY: Waste Pro of Florida, Inc.

DATE: 9/9/2020

ADDRESS: 5170 126th Avenue North, Clearwater, Fl 33760

PHONE: 239-229-7500 / kbanasiak@wasteprousa.com

PROPOSER: _____
(SIGNATURE)

NAME: Keith Banasiak, Chief Operating Officer/Senior Vice President
(PRINT NAME & TITLE)

SUBMIT PROPOSAL TO:

OFFICE OF THE CITY CLERK
CITY OF SEMINOLE
9199 113th STREET NORTH
SEMINOLE, FL 33772

TAB 2: Completed Fee Schedule, Exceptions Noted

II. FEE SCHEDULE

Residential

Service	Price	Comments
Overall Residential Rate	$14.72/month	Per Customer Monthly Charge
Curbside Trash Pick Up (2x per week)	$0.00	Included in Residential Rate
Weekly Recycling Service	$0.00	Included in Residential Rate
Yard Waste (Up to 2 CY/day)	$0.00	Included in Residential Rate
Household Bulk Waste Pick Up	$0.00	Included in Residential Rate. Call for pick up. Four per year.
(1) 64 Gallon Solid Waste Cart	$0.00	Included in Residential Rate
(1) 64 Gallon Recycling Cart	$0.00	Included in Residential Rate
Additional 64 Gallon Solid Waste Cart	$50.00/cart	**Paid by Residential Customer**
Additional 64 Gallon Solid Waste Cart Pick Up	$12.00/month	**Paid by Residential Customer**
Additional 64 Gallon Recycling Cart	$50.00/cart	**Paid by Residential Customer**
Additional 64 Gallon Recycling Cart Pick Up	$10.00/month	**Paid by Residential Customer**
Additional Household Bulk Waste Pick Up	$20.00/CY	**Paid by Residential Customer**
Additional Yard Waste Pick Up per CY	$15.00/CY	**Paid by Residential Customer**

Public/City Properties:

Service	Price	Comments
Two Annual Special Events	$ 0.00	**Included in Service Contract**
Recycling City Buildings	$ 0.00	**Included in Service Contract**
Dumpsters/Roll Offs City Properties	$ 0.00	**Included in Service Contract**

COMMERCIAL CONTAINER MONTHLY RATES

Front Loader Container (Dumpster) Service for the following monthly unit prices:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$60.19	$120.37	$180.56	$240.75	$300.94	$361.12	$55.00
4 Cubic Yard	$120.37	$240.75	$361.12	$481.50	$601.87	$722.24	$55.00
6 Cubic Yard	$180.56	$361.12	$541.68	$722.24	$902.81	$1,083.37	$55.00
8 Cubic Yard	$240.75	$481.50	$722.24	$962.99	$1,203.74	$1,444.49	$55.00

Rear Loader Container (Dumpster) Service for the following monthly unit prices:

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A
4 Cubic Yard	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A
6 Cubic Yard	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A
8 Cubic Yard	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A	$N/A

COMMERCIAL RATES:

Service	Price	Comments
Roll Off Disposal Charge (Cubic Yard/Per Ton)	$ 42.15/ton	Adjusted as requested by Pinellas County Solid Waste
Commercial Bulk	$ 8.25/yard	
Roll-Offs (Daily Fee)	$ 0.00	No charge
Wash Out Fee (Roll-Off)	$ 75.00/wash out	
Swap Out Fee	$ 185.00/haul	per haul
Relocate Fee (Roll-Off)	$ 50.00	
Trip Charge / Hauling Fee	$ 185.00/haul	per haul

ROLL OFF HAUL RATES: * $185.00/haul plus applicable disposal

Size	One / week	Two / week	Three / week	Five / week	Seven / week
10 yards	$*	$*	$*	$*	$*
20 yards	$*	$*	$*	$*	$*
30 yards	$*	$*	$*	$*	$*
40 yards	$*	$*	$*	$*	$*

ROLL OFF DELIVERY RATES: ** $75.00/delivery

Size	One / week	Two / week	Three / week	Five / week	Seven / week
10 yards	$**	$**	$**	$**	$**
20 yards	$**	$**	$**	$**	$**
30 yards	$**	$**	$**	$**	$**
40 yards	$**	$**	$**	$**	$**

COMMERCIAL RATES:

Service	Price	Comments
64 Gallon Solid Waste Cart	$12.00/pick up/cart	Paid by Commercial Customer
64 Gallon Recycling Cart	$8.00/pick up/cart	Paid by Commercial Customer

Front or Rear Loader Container (Recycling Dumpster) Service for the following monthly unit prices to be paid by Commercial Customer: The pricing provided below is for Cardboard/Fiber collection only via front load dumpster. Single Stream Collection is only offered via carts.

Container Size	1 per Week	2 per Week	3 per Week	4 per Week	5 per Week	6 per Week	Extra Dump
2 Cubic Yard	$36.81	$73.61	$110.42	$147.22	$184.03	$220.83	$50.00
4 Cubic Yard	$73.61	$147.22	$220.83	$294.44	$368.05	$441.66	$50.00
6 Cubic Yard	$110.42	$220.83	$331.25	$441.66	$552.08	$662.49	$50.00
8 Cubic Yard	$147.22	$294.44	$441.66	$588.88	$736.10	$883.32	$50.00

TAB 3: Copy of the contractor's license (including license number)

There is not a specific license required for garbage collection/hauling. Included in this section, please find our certificate of good standing with the State of Florida and the business tax license for our facility located in Pinellas County (City of Pinellas Park, FL). Should the City require any additional information Waste Pro will provide at the City's request.

State of Florida
Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 2, 2020, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of January, 2020



Secretary of State

Tracking Number: 5415729556CC

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

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

CITY OF PINELLAS PARK, FLORIDA
P.O. BOX [illegible]
PINELLAS PARK, FLORIDA 33780-[illegible]

BUSINESS TAX RECEIPT

STATE LICENSE #: TAX NUMBER: OTHER LICENSE #:

20-0[illegible] C-82

BUSINESS NAME, OWNERS NAME AND MAILING ADDRESS

LOCAL ADDRESS

WASTE PRO OF FLORIDA, INC
BANASIAK KEITH
ATTN: DIVISION MGR
5170 126TH AVE N
CLEARWATER FL 33760

5170 126TH AVE
CLEARWATER FL 33760

THE ABOVE NAMED PERSON, FIRM OR CORPORATION HAS PAID A BUSINESS TAX TO ENGAGE IN THE FOLLOWING BUSINESS ACTIVITIES:

CODE	DESCRIPTION
4953/	REFUSE SYSTEMS

PICK UP OF SOLID WASTE AND RECYCLING OFFICE AND STORAGE OF DUMP TRUCKS

	UNITS	AMOUNT
BUSINESS TAX AMOUNT		200.00

FOR PERIOD ENDING: September 30, 2020 BALANCE DUE .00

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETANCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE CITY, SUBJECT TO ZONING RESTRICTIONS.

TAB 4: Current proof of insurance certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2020

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

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

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554-STND-GAWU-19-20

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : N/A	N/A
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Waste Pro of Florida, Inc.
5170 126th Ave. N
Clearwater, FL 33760

COVERAGES **CERTIFICATE NUMBER:** ATL-005154600-01 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GEC300138202	11/22/2019	11/22/2020	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			RAE943788402	11/22/2019	11/22/2020	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,0
	X ANY AUTO			SIR: $1,000,000			BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			RWD300138002 (AOS)	11/22/2019	11/22/2020	X PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) N / N/A						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Workers Compensation			RWE943549702 (FL & GA)	11/22/2019	11/22/2020	Employers Liability:		1,000,000
							SIR:		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Seminole, Florida Request for Proposals: City Wide Solid Waste Services
City of Seminole, its officers, agents, employees and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Seminole, Florida
ATTN: Office of the City Manager
9199 113th St. N.
Seminole, FL 33772

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 22, 2019 forms a part of

Policy No.RAE943788402 issued to WASTE PRO USA, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30 Days

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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May not be copied without permission.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 11-22-2019 forms a part of

Policy No. GEC3001382-02 issued to Waste Pro USA, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Any person(s) or entity(ies) requiring by written contract that the Named Insured provide advanced written notice of cancellation. The Person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and a valid mailing address. This spreadsheet must be received by the company within five days of the company's request to the broker. Otherwise, the company will bear no liability or responsibility for such advanced written notice of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancelation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Waste Pro USA, Inc.
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001380-02

Endorsement No.
Premium Included

Countersigned by_____

© 2007 XL America, Inc.

TAB 5: Letter from the surety company stating the contractor is bondable up to two hundred fifty thousand dollars ($250,000) and upon award a performance bond will be issued.

Willis Towers Watson

SPG surety program group

September 8, 2020

RE: Waste Pro of Florida, Inc.
5170 126th Avenue N
Clearwater, FL 33760

Project: Request for Proposal – City Wide Solid Waste Services
City of Seminole, Florida

To Whom ItMay Concern:

Waste Pro of Florida, Inc. (Waste Pro USA) has maintained a surety bonding credit relationship with Willis Towers Watson for many years. A surety we currently use on their behalf is Seneca Insurance Company, Inc., and the account is in good standing. We currently have a surety line of credit in place for Waste Pro of Florida, Inc. (Waste Pro USA) with Seneca for single projects of $10,000,000 and an aggregate line of $30,000,000 in-house capacity with a $50,000,000 aggregate over line of authority, if needed. We have always found them to be an exemplary client and excellent contractor.

Reserving the surety's rights to practice normal underwriting functions, we are prepared to have them issue bonds covering parameters referenced above including being bondable up to $250,000.00 and upon award a Performance Bond will be issued.

As is customary, any consideration by the surety is subject to the following conditions:

1) All terms and conditions of the contracts, including any amendments or supplemental conditions meet the surety's satisfactory review and approval

2) Bond form(s) meet the surety's satisfactory review and approval

3) Financing of the contract meets the surety's satisfactory review and approval

4) All other normal underwriting conditions as determined by the surety have been met by Waste Pro of Florida, Inc. (Waste Pro USA) at the time of contract award and final bond request

A.M. Best Company has assigned Seneca Insurance Company an "A" rating and Seneca Insurance Company is on the Treasury Department Circular 570 list of approved sureties.

Please do not hesitate to reach out or call with any questions.

Very truly yours,

SENECA INSURANCE COMPANY,

By: Chaun M Wilson

Chaun M. Wilson, Attorney-In-Fact

Willis Towers Watson Southeast, Inc.
5 Concourse Parkway
Suite 1800
Atlanta, GA 30328

POWER OF ATTORNEY
SENECA INSURANCE COMPANY, INC.
PRINCIPAL OFFICE, NEW YORK, NEW YORK

92001

KNOW ALL MEN BY THESE PRESENTS: That SENECA INSURANCE COMPANY, INC., a corporation duly organized and existing under the laws of the State of New York, has made, constituted and appointed, and does hereby make, constitute and appoint:

Lisa A. Pless, Chaun M. Wilson, Ann Hamby, Pamela Pratt

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind the Corporation thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of the Corporation at its principal office, in amounts or penalties not exceeding: Fifty Million Dollars ($50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on 31 day, of January month, 2021 year.

This Power of Attorney is granted pursuant to unanimous written consent passed the 19th day of September 2011 by the directors of Seneca Insurance Company, Inc. in accordance with Article II, Section 12 of the By-Laws of Seneca Insurance Company, Inc.

> Resolved that the President, Vice President, Secretary and Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signatures, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in the given power of attorney to execute on behalf of, and acknowledge as the act and deed of the Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.

IN WITNESS WHEREOF, SENECA INSURANCE COMPANY, INC. has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2019.

Corporate Seal: Seneca Insurance Company, Inc. CORPORATE SEAL 1978 NEW YORK

SENECA INSURANCE COMPANY, INC.

By. Daniel Sussman
Daniel Sussman
Senior Vice President

Attest: Laura Schneider
Laura Schneider
Senior Vice President

STATE OF NEW JERSEY,
ss.:
COUNTY OF MORRIS

On this 11th day of March, 2019 before me, a Notary Public, personally appeared the above named officers, Daniel Sussman and Laura Schneider, who, being duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Vice President of the said SENECA INSURANCE COMPANY, INC. and acknowledged said instrument to be the voluntary Act and Deed of said Company. They are both personally known to me.

Sonia Scala
Sonia Scala , Notary Public

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Seneca Insurance Company, Inc. on the 8th day of September, 20

S-0000SN (03/19)

TAB 7: References and Corporate Information (as outlined in Section V, page 23 of the Request for Proposals)

A. *References: Provide at least five (5) municipal references which you have contracted with to provide similar solid waste and recycling collection services for residential, commercial and public properties in the past five years.*
(Additional references will be available at the City's request)

1. Municipality Name: City of Holmes Beach, FL
   Address: 5801 Marina Drive, Holmes Beach, FL 34217
   Tel: 941-518-9488
   Contact Person: James Thomas, Code Compliance Supervisor
   Email: thomasj@holmesbeach.org
   Estimated house count: 3,500
   Services Provided: Residential Solid Waste, Recycling, Yard Waste; Recycling Processing; Commercial Solid Waste; City Services

2. Municipality Name: City of Bradenton Beach, FL
   Address: 107 Gulf Drive N., Bradenton Beach, FL 34217
   Business Phone #: 941-778-1005 ext. 212
   Contact Person: Tom Woodard, Public Works Director
   Email: twoodard@cityofbradentonbeach.com
   Estimated house count: 1,600
   Services provided: Residential Solid Waste, Recycling, Yard Waste; Recycling Processing; Commercial Solid Waste, City Services
   Residential service level: twice a week solid waste, once a week recycling and once a week yard waste

3. Municipality Name: Manatee County, FL (Service Area 1)
   Address: 3333 Lena Road, Bradenton, FL 34205
   Business Phone: 941-798-6760
   Contact Person: Jeanne' Detweiler
   Email: jeanne.detweiler@mymanatee.org
   Estimated House Count: 60,242
   Services provided: Residential Solid Waste, Recycling, Yard Waste; Recycling Processing; Commercial Solid Waste
   Residential Service Level: twice per week solid waste, once a week recycling and once a week yard waste, bulk (up to two items per collection day)

4. Municipality Name: Town of North Redington Beach, FL
   Address: 190 173rd Avenue, North Redington Beach, Fl 33708
   Business Phone: 727-391-4848
   Contact Person: Mari Campbell, Town Clerk
   Email: nrb.fl@townofnorthredingtonbeach.com
   Estimated House Count: 330
   Service provided: Residential Solid Waste, Recycling, Yard Waste, Commercial Solid Waste; Town Services

Residential Service Level: twice a week solid waste (yard waste and bulk yard waste), once a week recycling

5. Municipality Name: City of Dunedin, FL
   Address: 1070 Virginia Street, Dunedin, FL 34698
   Business Phone: 727-298-3215 ext. 1322
   Contact Person: Bill Pickrum
   Email: wpickrum@dunedinfl.net
   Estimated House Count: 13,200
   Service Provided: Residential Single Stream Recycling Collection and Processing

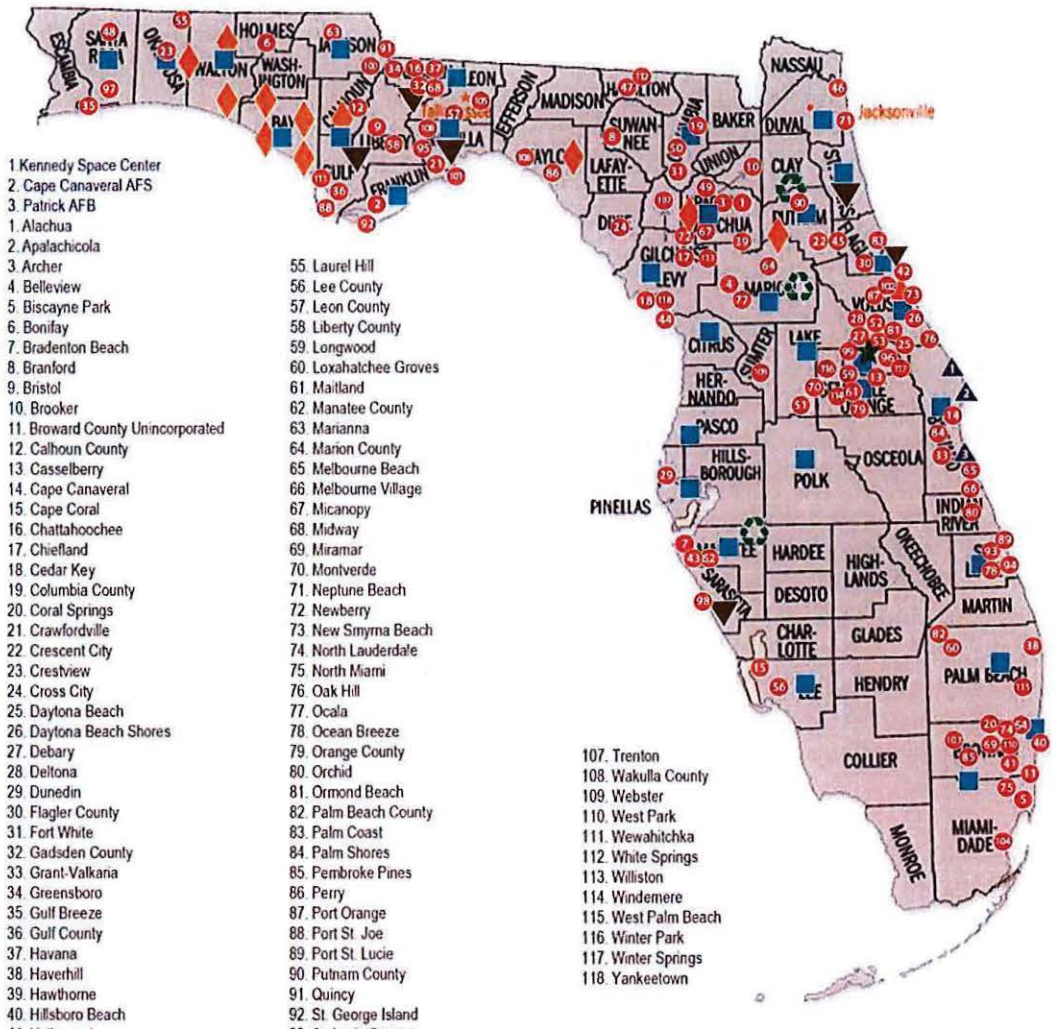
6. Municipality Name: City of Ormond Beach, FL
   Address: 22 South Beach Street, Ormond Beach, FL 32174
   Business Phone: 386-676-3577
   Contact Person: Kevin Gray, Public Works Operations Manager
   Email: kevin.gray@ormondbeach.org
   Estimated House Count: 4,050
   Service Provided: Residential Solid Waste/Recycling/Yard Waste; Recycling Processing; Commercial Solid Waste; City Facility Solid Waste Services/Beach Access Frontload

7. Municipality Name: City of New Smyrna Beach
   Address: Maintenance Operations Dept., 124 Industrial Park Avenue, New Smyrna Beach, FL 32168
   Business Phone: 386-424-2207
   Contact Name: Ami Blakely, Solid Waste Compliance
   Estimated House Count: 15,928
   Service Provided: Service Provided: Residential Solid Waste/Recycling/Yard Waste; Recycling Processing; Commercial Solid Waste; City Facility Solid Waste Services/Beach Access Frontload

8. Municipality Name: City of Holly Hill
   Address: 1065 Ridgewood Ave., Holly Hill, FL 32117
   Business Phone: 386-248-9425
   Contact Name: Joe Forte, City Manager
   Email: jforte@hollyhillfl.org
   Estimated House Count: 3,838
   Service Provided: Residential Solid Waste/Recycling/Yard Waste; Recycling Processing; Commercial Solid Waste; City Facility Solid Waste Services

9. Municipality Name: City of Cape Canaveral
   Address: 100 Polk Avenue, Cape Canaveral, FL 32920
   Business Phone: 321-205-4122
   Contact Name: Todd Morely, City Manager
   Email: citymanager@cityofcapecanaveral.org
   Estimated House Count: 2,420 residential units
   Services: Residential Solid Waste/Recycling/Yard Waste; Commercial Solid Waste Services

WASTE PRO OF FLORIDA INC.



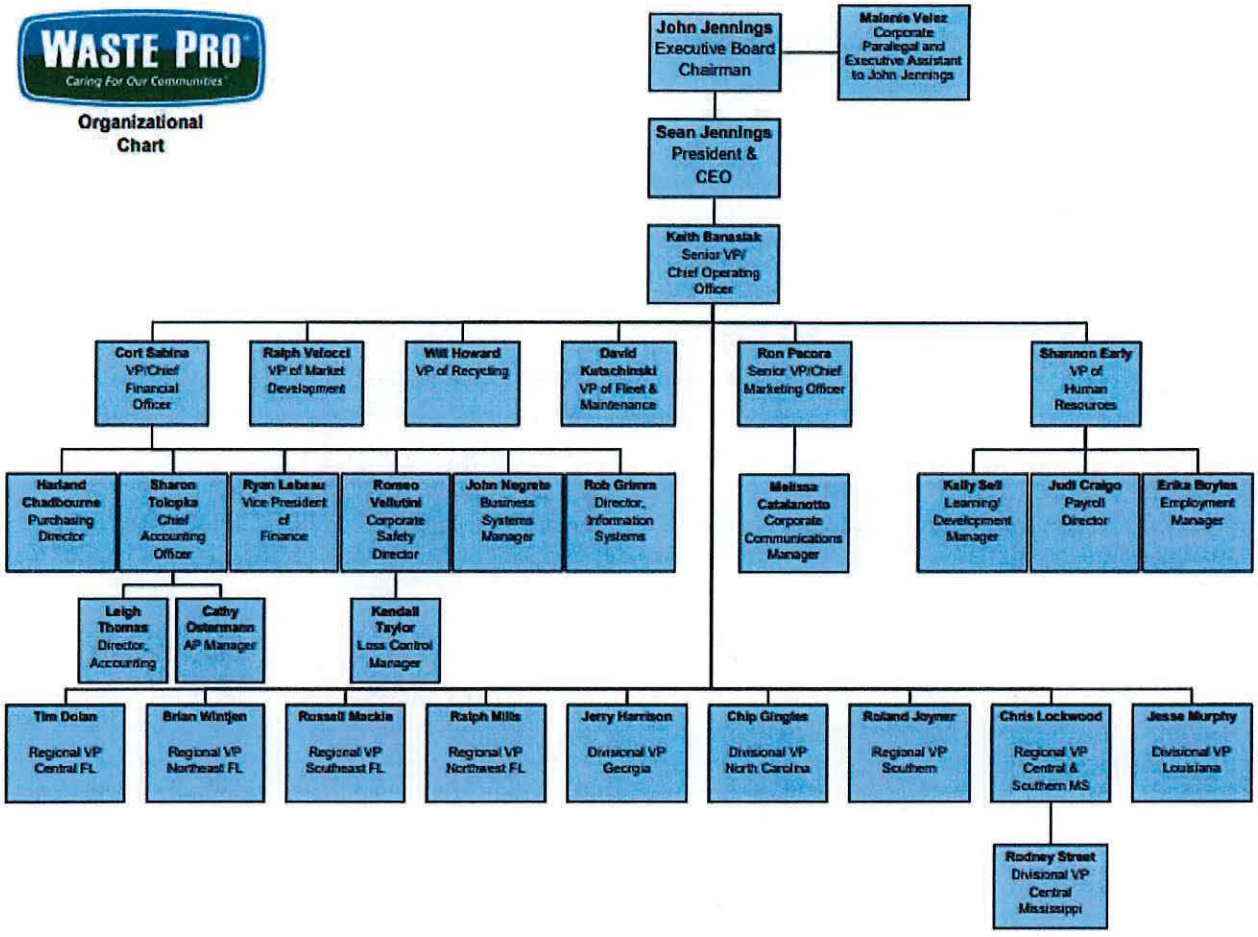
1 Kennedy Space Center
2. Cape Canaveral AFS
3. Patrick AFB
1. Alachua
2. Apalachicola
3. Archer
4. Belleview
5. Biscayne Park
6. Bonifay
7. Bradenton Beach
8. Branford
9. Bristol
10. Brooker
11. Broward County Unincorporated
12. Calhoun County
13. Casselberry
14. Cape Canaveral
15. Cape Coral
16. Chattahoochee
17. Chiefland
18. Cedar Key
19. Columbia County
20. Coral Springs
21. Crawfordville
22. Crescent City
23. Crestview
24. Cross City
25. Daytona Beach
26. Daytona Beach Shores
27. Debary
28. Deltona
29. Dunedin
30. Flagler County
31. Fort White
32. Gadsden County
33. Grant-Valkaria
34. Greensboro
35. Gulf Breeze
36. Gulf County
37. Havana
38. Haverhill
39. Hawthorne
40. Hillsboro Beach
41. Hollywood
42. Holly Hill
43. Holmes Beach
44. Inglis
45. Interlachen
46. Jacksonville
47. Jasper
48. Jay
49. LaCrosse
50. Lake City
51. Lake County
52. Lake Helen
53. Lake Mary
54. Lauderdale by the Sea
55. Laurel Hill
56. Lee County
57. Leon County
58. Liberty County
59. Longwood
60. Loxahatchee Groves
61. Maitland
62. Manatee County
63. Marianna
64. Marion County
65. Melbourne Beach
66. Melbourne Village
67. Micanopy
68. Midway
69. Miramar
70. Montverde
71. Neptune Beach
72. Newberry
73. New Smyrna Beach
74. North Lauderdale
75. North Miami
76. Oak Hill
77. Ocala
78. Ocean Breeze
79. Orange County
80. Orchid
81. Ormond Beach
82. Palm Beach County
83. Palm Coast
84. Palm Shores
85. Pembroke Pines
86. Perry
87. Port Orange
88. Port St. Joe
89. Port St. Lucie
90. Putnam County
91. Quincy
92. St. George Island
93. St. Lucie County
94. St. Lucie Village
95. St. Marks
96. Sanford
97. Santa Rosa County
98. Sarasota
99. Seminole County
100. Sneads
101. Sopchoppy
102. South Daytona
103. Southwest Ranches
104. Sweetwater
105. Tallahassee
106. Taylor County
107. Trenton
108. Wakulla County
109. Webster
110. West Park
111. Wewahitchka
112. White Springs
113. Williston
114. Windemere
115. West Palm Beach
116. Winter Park
117. Winter Springs
118. Yankeetown

★ Corporate Headquarters
■ Hauling Companies
♦ Landfills
▲ Military Contracts
● Municipal Contracts
♻ Recycling Processing
▼ Transfer Stations

WASTE PRO OF FLORIDA, INC.
Corporate Headquarters
2101 W SR 434 Suite 305, Longwood, FL, 32779
407-869-8800 Fax: 407-869-8884

B. Provide information that demonstrates the experience of the company's executive and field personnel in solid waste and recyclables collection.

Waste Pro Corporate Senior Management Team



John J. Jennings – Executive Board Chairman



John J. Jennings is the founder and visionary behind Waste Pro USA. His father, Michael Jennings, was an Irish immigrant who worked as a garbage man in Long Island, New York and taught his son the importance of a diligent work ethic. The lessons he learned from his father translated into what is now Waste Pro's mission: to create more sustainable, cost-effective waste and recycling solutions.

Jennings attended Holy Cross High School in Queens, New York, and was elected into the school's Hall of Fame for his business accomplishments and philanthropy in supporting the school. He went on to earn a Bachelor of Science degree in Management and M.B.A. degree in Finance from St. John's University and a Chartered Investment Analysis degree from New York Institute of Finance.

After moving to Florida, started in the industry at the bottom and worked his way up. In the beginning, he went out early in the morning on the trucks with the drivers to see things firsthand. Eventually, he improved the business and transformed the company into Jennings Environmental Services, which became the largest privately-owned waste disposal company in central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for Florida and the Caribbean. USA acquired what is today Waste Management. When Jennings left the firm many of the company's leaders said, "what are we going to do next" and Waste Pro was created in 2001.

As Waste Pro Chairman of the Board and Chief Executive Officer, Jennings has transformed the firm to become one of the fastest-growing solid waste companies in the United States. In the first month of business Waste Pro earned just $800 in revenue. In 2019, Waste Pro's revenue exceeded $733 million. Today Waste Pro operates in 11 Southeastern states with a team of more than 3,800.

Throughout his time as CEO, Jennings made safety a top priority. All trucks are equipped with technology to assist drivers and increase their productivity, and approximately $5 million has been rewarded since 2004 to drivers who practice safe habits.

Going 'green' has been another key part of Jennings' leadership. In 2011, Waste Pro invested $100 million in Compressed Natural Gas (CNG)-powered trucks and have since opened nine CNG fueling stations.

In 2020, John Jennings passed the torch to his son, Sean, to become President & CEO. He remains Executive Board Chairman with Waste Pro.

Jennings has been recognized as one of *Florida Trend's* 500 most influential business leaders in 2018, 2019 and 2020. Also in 2020, Jennings was honored with a Legacy Award by *MSW Management*, the official journal of the Solid Waste Association of North America (SWANA) and was a recipient of the Albert Nelson Marquis Lifetime Achievement Award as part of the annual *Marquis* "Who's Who". In 2011, he was unanimously elected to the National Solid Waste Management Association Hall of Fame and was the honorary keynote speaker of the 2011 Executive Roundtable for America's Solid Waste Leaders.



Sean Jennings – President & CEO

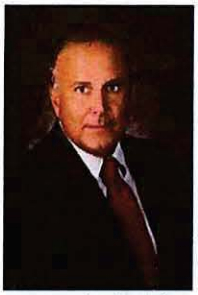
Sean Jennings, son of Waste Pro Founder John Jennings, has been exposed to every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012.

Jennings, a third-generation garbage man, joined his father in all aspects of the garbage business throughout his youth. Following graduation from the University of Alabama, where he majored in finance and minored in economics, he spent a year working in collection and landfill disposal in Costa Rica.

When Jennings returned to the United States, he worked in operations and landfill construction in Georgia and Mississippi before joining Waste Pro in 2014 as Division Manager of the Tampa-Clearwater area. He then assumed the management role at the company's Sarasota/Bradenton Division in 2016. As Division Manager, Jennings led the charge to build a compressed natural gas (CNG) station and recycling facility.

In addition to his role as President & CEO, Sean serves on numerous community boards. In 2018, he was honored with *Waste360*'s 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class. Sean currently resides in Sarasota, FL.

Keith Banasiak – Chief Operating Officer & Senior Vice President



As a Graduate of Indiana University with a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments.

In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7,500 commercial accounts.

Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last year, he served as Regional Vice President of Waste Pro's Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County.

As a resident of Southwest Florida, Banasiak is involved with many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and a board member for The Foundation for Lee County Public Schools.

Cort Sabina – Chief Financial Officer



Cort Sabina has 29 years of in-depth accounting and financial management experience. At Waste Pro, he has served as Corporate Controller, Vice President and Chief Accounting Officer and is presently Vice President and Chief Financial Officer. Cort was elected to the Waste Pro board of directors in March 2015.

Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest areas Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that role as Division Controller with Allied Waste in the Chicago market.

In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006.

Cort is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Cort is also an Advisory Board Member of the fiCFO (Florida Institute of CFO's) and an Advisory Board Member for Blackstone Global Insurance.

Ron Pecora – Chief Marketing Officer



Ron Pecora has more than 40 years of professional experience in marketing management, relationship makreting, public relations, advertising, and community engagement. At Waste Pro, he manages corporate-wide internal and external communications, advertising, sponsorships, internet sales, collateral literature development, and business development programs.

Prior to joining Waste Pro, Ron owned a marketing communications (advertising and public relations) company for twenty years and, early in his career was the marketing director for a consulting engineering firm with fifty offices throughout the Southeast. He has been active in the Central Florida community chairing boards of many social serivce organizations and served as a commissioner of the Orlando Housing Authority.

Ron is a 1968 graduate of the Univeristy of Florida, College of Journalism and served as an information spokesperson in the United States Air Force during the Vietnam War Era.

David Kutschinski – Vice President of Fleet and Maintenance



David Kutschinski, a graduate of the Northern Alberta Institute of Technology, has nearly 30 years of fleet management experience and six years of technician experience in the waste industry. In addition, he has obtained Canadian interprovincial certification in heavy duty mechanics and earned a Florida landfill operator certification from the University of Florida in 2011.

David has worked for three international waste & recycling collection and landfill companies in various leadership and management roles throughout his career, including Director of Maintenance and Purchasing, Market Area Fleet Manager, Assistant General Manager of Hauling, MRF and Landfill operations.

David joined Waste Pro in April of 2015 as Regional Maintenance Manager in Florida's West Coast Region. In this role, he supervised all aspects of maintenance staff and functions, including hiring, providing hands-on maintenance assistance, educating drivers, and more. Throughout his career, he has grown to become a recognized industry leader in fleet management and maintenance.

In 2019, David was promoted to Vice President of Fleet and Maintenance, a role in which he will helm maintenance functions and operations for Waste Pro's entire fleet of 2,900 + vehicles and equipment across the company's ten-state footprint.

Shannon Early – Vice President of Human Resources



A graduate of Florida State University with a bachelor's degree in Management, Shannon Early has more than twenty years of Human Resources experience. In addition, she is a certified Senior Professional in Human Resources (SPHR).

Early began her career with SunTrust Banks, Inc. where she was responsible for recruiting and employee relations within their Operations division. In 1998, she joined the American Automobile Association (AAA) and in 2004, transitioned to the position of Manager of Employee Development and Staffing. In that role, Early held HR responsibilities that covered a variety of assignments, including recruitment, employee relations/engagement, management training, EEO/AA, and policy development.

Early joined Waste Pro in 2011 as Manager of Training and Human Resources. In August 2013, she assumed the responsibilities of Director of Human Resources. In that role, she led Waste Pro's HR team in efforts including recruitment, employee relations/engagement, management training, EEO/AA, policy development, and more.

Early was promoted to Vice President of Human Resources in 2019.

Romeo Vellutini – Corporate Director of Safety



Originally from Denver, Colorado, Romeo spent much of his life in Las Vegas. He joined the Waste Pro team in 2017 and has more than 20 years of experience in the Waste Industry. Prior to joining Waste Pro, he was an Area Safety Manager for a national waste service provider. He was instrumental in developing process improvements, claims and risk reduction, OSHA/DOT compliance, team building and cultural change. One of his greatest accomplishments was when he and his team were recognized and awarded for finishing first in Safety Compliance companywide. He's a member of the American Society of Safety Engineers and resides in DeBary, FL.

Key Regional & Local Management and Supervisory Staff:

Janice Slater – Regional Controller, West Coast



Janice Slater earned her AA degree in information systems and business administration in 1988, then continued her education at Strayer University, where she earned a bachelor's degree in accounting in 2002.

Slater has more than 20 years of experience in accounting. Prior to joining Waste Pro, Slater worked for a national waste services provider as an Assistant Division Controller, where she led several tasks including managing accounting personnel, preparing monthly forecasts and annual budgets, assisting with mergers and acquisitions, and more.

Slater joined Waste Pro in March 2020. As Regional Controller of the West Coast, she manages all facets of the accounting department in the region, which includes Fort Myers, Sarasota/Bradenton, Clearwater, Citrus County, and Pasco County, in addition to Sarasota's Material Recovery Facility (MRF), which handles recycling.

Tracy Meehan – Municipal Marketing Manager, Southwest Florida



Raised in St. Petersburg, Florida, Tracy has more than fifteen years of experience in marketing communications. She joined American HomeHealth, Inc. of St. Petersburg in February 2004 as the Special Projects Director, a role in which she was responsible for developing partnerships with companies such as Universal Studios and had additional responsibilities in marketing and advertising. One of her accomplishments in this role is helping to produce a 30 second spot that was aired during Superbowl XL (2006).

From January 2007 until July 2011, Tracy lived in Den Haag, The Netherlands, and volunteered with ACCESS, a not-for-profit organization specializing in helping English speakers adjust to life in The Netherlands. She served as a member of the Public Relations and Events Team, and from January 2009 to July 2011, she was the Marketing and Advertising Coordinator at The British School in The Netherlands. In 2013, Tracy joined TRACY NEGOSHIAN, INC. (St Petersburg, FL) as the Marketing Manager.

Tracy joined the Waste Pro team in June 2014 as the Municipal Marketing Manager covering the Southwest Coast of Florida. She is a member of Waste 360's 2016 40 under 40 inaugural class. She is also a member of the inaugural class of the Waste Pro Leadership Initiative, a companywide mentorship program designed to develop a vibrant second generation of young leaders.

Tracy obtained her Bachelor's degree in Multinational Business Operations from The Florida State University in 2002. She is a founding member of St. Petersburg Young Professionals, Kappa Alpha Theta Alumnae, a Board Member of Keep Citrus County Beautiful, President of Keep Pinellas Beautiful, Past Co-Chair Team Retention & Recruitment - Making Strides Against Breast Cancer (Manatee/Sarasota), Junior League of St Petersburg Sustainer, Communications Vice Chair of the Stuart Society, Recycle Florida Today Member, SWANA Member, Re-appointed in 2020 to the Pinellas County Solid Waste Technical Management Committee, a Tampa Bay Beach Chamber Community Affairs Committee member, and a member of the 2016-2017 Greater Sarasota Chamber Leadership Class.

Kelly Huntt – Southwest Florida Regional Sales Manager



Kelly Huntt, a graduate of University of Central Florida with a bachelor's degree in Business Administration, has been working in sales for more than five years. In 2012, she joined the waste industry as an Inside Sales Representative for Republic Services in Fort Lauderdale, FL. Her responsibilities included acquiring new revenue growth, negotiating to retain accounts, identifying opportunities to renew service agreements, and more.

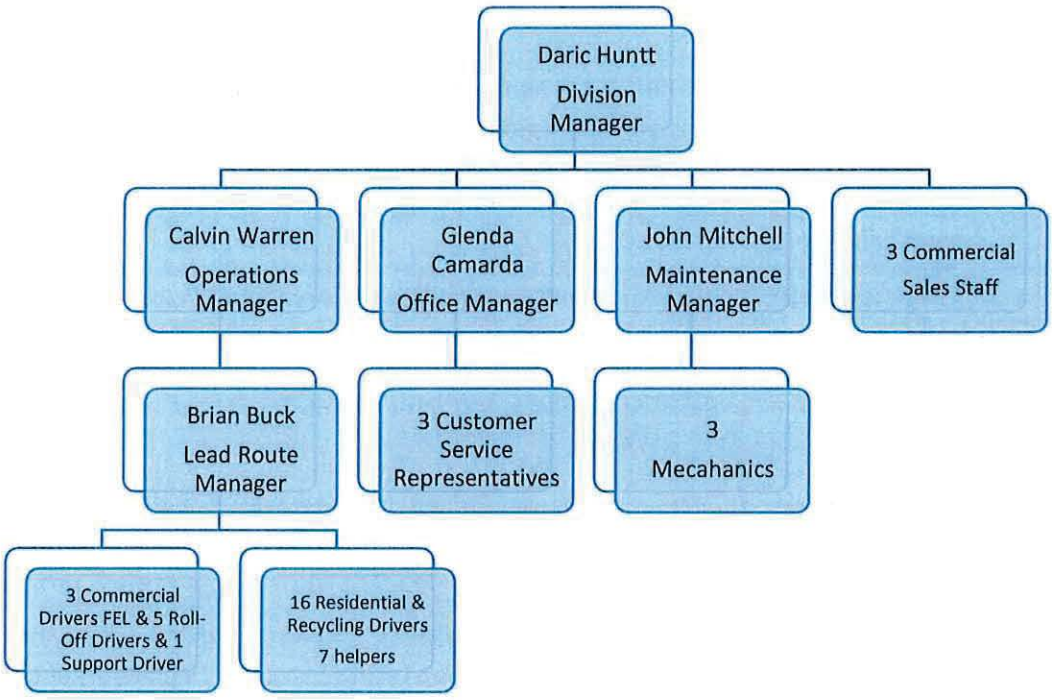
Within less than a year, Huntt was promoted to Account Manager – Commercial/Industrial, a position she retained upon transferring to Shreveport, LA and Lafayette, LA. As Account manager, she managed key accounts within a territory that totaled over $1.6 million in annual revenue, achieved 120% of her monthly sales quota, increased secured book of business in 2018 from 35% to 85%, and more.

During her time as Account Manager, Huntt was recognized for her efforts by being included in the 2016 Winner's Circle and was recognized as the February 2016 Top Sales Performer for the Southeast Region.

Huntt joined the Waste Pro Southwest Florida Region as Regional Sales Manager in July 2019. She is responsible for providing short-term and long-term growth of Waste Pro revenues, leading the growth and development of the regional sales team, acquiring new contracts through developed partnerships and high levels of interactions with customers, and more.

Waste Pro intends to service the City of Seminole from our facility located in Pinellas County. This facility is located at 5170 126th Avenue North, Clearwater, FL 33760. Waste Pro will perform the daily dispatch, routing and customer service from this location. The trucks, equipment and employees will be deployed from this location. Keith Banasiak, COO/SVP will be the contract manager overseeing the transition. Daric Huntt, Division Manager will be responsible for the oversight of the day to day management/collections.

Waste Pro – Clearwater, FL – Organizational Structure



ADMINISTRATION CONTACT INFORMATION

If Waste Pro is the selected contractor, we intend to service the City of Seminole from our facility in Clearwater, Florida. The Division Manager is Daric Huntt and he would be the contact person and responsible for servicing the contract and the day to day management of the partnership. Daric can be reached on his direct cell or by email.

Location: 5170 126th Avenue N., Clearwater, FL 33760

Contact Person: Daric Huntt, Division Manager **Cell:** 727-421-8489 **Email:** dhuntt@wasteprousa.com



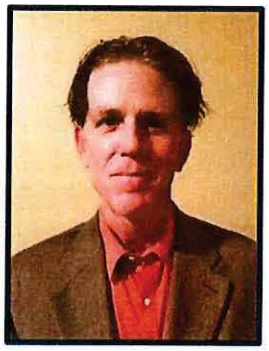
David 'Daric' Huntt, Pinellas County Division Manager

David "Daric" Huntt has been working in the waste industry throughout his professional career. While earning his bachelor's in psychology at Florida Atlantic University, Daric completed two internships with Republic Services working in operations. Following his graduation in 2013, he immediately joined the company full-time as a route auditor, then was quickly promoted to operations supervisor in Fort Lauderdale, FL in December 2013. In January 2015, he transferred to Shreveport, LA, where he helped save several contracts by reducing the number of missed pick-ups.

In 2018, Daric was promoted to Operations Manager of Republic's location in Lafayette, LA. In this role, he oversaw a daily fleet of 75 routes and 100 individuals, managed a team that oversees $37,000,000 in annual revenue, and led the division to be over budget by $146,000 YTD compared to -$811,000 the previous year by managing profit and loss and reducing operating expenses.

Daric joined Waste Pro in 2019 as Division Manager of the Clearwater, FL Division. He is responsible for supervising 50 employees who operate 25 routes, servicing more than 30,000 residential customers in Pinellas County, in addition to commercial trash and recycling collection.

Calvin Warren – Operations Manager, Clearwater, FL



Throughout Calvin Warren's career, he has been a proven leader. Prior to joining Waste Pro in 2018, he spent 20 years with the City of Indian Rocks Beach, Florida, in roles ranging from Community Service Worker to, most recently, Assistant Public Services Director. During his time with the city, he implemented a city-wide curbside recycling program, standardized all garbage containers got approval from the city to update its methods of collection, increased profitability by reducing the cost of the disposal of yard waste and C&D waste, and reduced employee turnover. In addition, his daily responsibilities included field inspection reports, operating various types of trucks/machinery, and developing relationships with cities, counties, and vendors.

Warren, who has a commercial driver's license (CDL), has been recognized as the Keep Pinellas Beautiful Site Captain of the Year and serves in several area organizations, including Pinellas Partners in Recycling, Recycle Florida Today, American Public Works Association (Florida Chapter), and more.

As Operations Manager of Waste Pro's Clearwater Division, Warren is responsible for overseeing day-to-day operations, ensuring superior customer service, assisting with safety programs, and more.

Brian Buck – Lead Route Manager

Brian has more than 11 years' experience in construction project management with a strong background in communication and customer service. He joined Waste Pro and the Waste Industry in 2012 starting out as a helper in our Sarasota/Bradenton facility. After earning his CDL license, Brian was transferred to our Pinellas County division located in Clearwater. Brian was successful in learning the business and overseeing day to day route management. He was quickly promoted to Lead Route Manager of our Pinellas County division. In his current role he is responsible for overseeing day to day operations – everything from managing the routes, coaching drivers, working with customers and assisting the mechanics.

Customer Service Support:

Glenda Camarda – Office Manager



Glenda Camarda began her career over a decade ago as a receptionist at the Public Defender's Office in Trenton, FL and quickly grew and excelled to the position of head of office staff, a position she held for 10 years.

In 2007, Glenda joined the Waste Pro Fanning Springs Division in accounts receivable and was quickly promoted to residential and commercial dispatcher. In 2015, she made the lateral move to residential and commercial dispatcher of the Waste Pro Sarasota Division.

In 2020, Glenda promoted to office manager for Waste Pro's Clearwater Division. As office manager, she handles accounts payable and receivable, customer service, office staff management, reporting and much more.

Glenda is a key part of the Waste Pro family and works diligently with the Clearwater Division Manager to assist in the smooth and profitable running of the division. She also works with other Division Managers and Regional Staff to help Waste Pro grow and expand.

C. *Provide the number of trucks, truck model, type of fuel, and the age of each truck being used under the contract.*

If awarded the contract for services, Waste Pro intends to utilize the following collection vehicles (or an equivalent) for service in the City of Seminole.

Quantity	Age	Fuel Type	Collection Type	Truck Make/Model
3	2016 or newer	Diesel	Residential (Rear Lad)	Mack / 25 or 30 yard MR688 with New Way Body
`1	2016 or newer	Diesel	Commercial (Front End Load)	Mack / TE64 40 yard with EZ Pack Body
1	2014 or newer	Diesel	Commercial (Roll Off)	Mack / GU813

D. *Provide a company profile of information such as history, headquarters location, size of staff, equipment list, recycling sorting location, landfill location, transfer station location and any other information that would be useful in evaluating the experience of the company.*

History/ Description of Operations:
Waste Pro of Florida, Inc. is a wholly owned subsidiary of Waste Pro USA, INC. Both are privately owned Florida corporations.

Headquarters Location
Waste Pro USA, Inc.
2101 West State Road 434
3rd Floor
Longwood, Florida 32779

Local Facility
Daric Huntt, Division Manager
5170 126th Avenue
Clearwater, FL 33760

WASTE PRO USA, INC. (Waste Pro) has grown to become one of this country's largest privately-owned waste collection, recycling and disposal companies with revenues exceeding $700 million in 2019 and a team of more than 3,800 professionals.

Founded in 2001 by industry legend John J. Jennings, Waste Pro became known as a "people" company from the beginning because our employees and our customers worked hand-in-hand to create a "Distinguishable Difference" in the waste industry.

John Jennings, the son of a garbageman on Long Island, started his first waste collection company in 1973, with no thought of how large the company could become – he knew only that his customers paid for a service and he wanted to provide the best service he could. He wanted to distinguish himself from the competition. And he did! Business began to grow and expand in residential and commercial waste services in Central Florida. By 1992, Jennings Environmental Services had rapidly expanded through organic growth and acquisitions.

John Jennings met John Drury, then a Regional Vice President for BFI, in 1979. John Drury later became President of BFI and subsequently Chairman and CEO of USA Waste Services, Inc. (USA). As both companies grew, a professional friendship developed between the two men leading to a transaction in 1996 in which Jennings Environmental Services became the first-tier subsidiary of USA under the leadership of John Jennings in Florida and the Caribbean. Jennings Environmental Services and USA grew rapidly and, in fact, acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA in size, the board of directors elected to change the USA name to Waste Management.

The Jennings Team was, and remains today, comprised of individuals who prefer day-to-day contact with both our employees and our customers. Our philosophy is drastically different than the corporate bureaucratic makeup of the big national companies. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employees and their families was thought to be old-fashioned. In January of 2000, the entire Jennings team decided to leave Waste Management and the rest is history.

Waste Pro Today

From 75 operating locations in 11 Southeastern states, Waste Pro today is managed by a highly experienced team of Regional Vice Presidents, Division Managers and support staff. Headquartered in Longwood, FL, a senior management team is focused on one function: support the regions in administration, marketing and operations. In 2020, Sean Jennings, son of our founder, was named President/CEO.

Today, Waste Pro maintains exclusive municipal franchises with more than 500 cities and 300 counties in our 11-state footprint in the southeastern United States. We serve more than two million residential customers and more than 45,000 businesses. Additionally, Waste Pro owns and operates Material Recovery Facilities (MRF, recycling processing facilities) in Atlanta, North Central Florida and Sarasota-Bradenton. Waste Pro also maintains more than a dozen construction and debris landfills that have been of critical help in communities rebuilding after major storms.

The more than 2,900 state of the art trucks (including many powered by Compressed Natural Gas) that are in service are built for longevity and safety. They also provide a safe, productive, and comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes in each community. Every truck is equipped with 3rd Eye, 360-degree closed circuit television and audio for safety and training purposes.

At Waste Pro, we believe that our drivers and helpers are the face of the company from the street to the curb. That is why we are the only private company in the industry to offer our drivers a $10,000 Safety Award for drivers and a $5,000 Safety Award for helpers every three years they work without accidents or other safety issues. Since 2004, more than $3.5 million has been awarded to our drivers that Care for Our Communities.

For over 19 years, Waste Pro of Florida, Inc. has been providing environmental services. Waste Pro is the only local, Florida based company that has the experience and reputation to provide the exceptionally high level of service that the City of Seminole deserves.

Size of Staff

Waste Pro intends to utilize the following staffing plan for collection services in the City of Seminole:
1 Supervisor
1 Customer Service Support Staff
3 Drivers/3 Helpers– Residential (Rear Load Collection)
1 Driver – Commercial (Front Load Collection)
1 Driver- Commercial (Roll Off Collection)

If Waste Pro is awarded the contract, we will immediately start working to ensure that we are fully staffed and capable to fulfill the needs of the contract as dictated per the Request for Proposals.

An experienced supervisor will be allocated to overseeing the transition and day to day operations to ensure that all routes are collected and that the residents and businesses receive the service levels they deserve.

For additional information on our local leadership and overall size of staff at the Division, please refer to Company History and the detailed information and org chart containing an overview of our Pinellas County facility and staffing in this Tab.

Equipment List

If awarded the contract for services, Waste Pro intends to utilize the following collection vehicles (or an equivalent) for service in the City of Seminole.

Quantity	Age	Fuel Type	Collection Type	Truck Make/Model
3	2016 or newer	Diesel	Residential (Rear Lad)	Mack / 25 or 30 yard MR688 with New Way Body
`1	2016 or newer	Diesel	Commercial (Front End Load)	Mack / TE64 40 yard with EZ Pack Body
1	2014 or newer	Diesel	Commercial (Roll Off)	Mack / GU813

Recycling Sorting Location

If awarded the contract, Waste Pro intends to deliver the recyclable materials upon collection to our single stream processing facility in Sarasota, FL. This facility is located at 7921 15th St East in Sarasota, Florida.





Waste Pro's SRQ MRF opened in 2017.

In 2017, Waste Pro opened a 24,000 square foot state of the art material recovery facility with the latest single-stream material sorting technology and safety advances from California's CP Manufacturing. The facility is staffed with 20 employees. This facility is currently processing approximately 1,400 tons per month and has the capacity if a second shift is added to process 2,500 tons per month.





After processing, the materials will be marketed for sale. Our team stays on top of local, regional and global trends to identify the best markets for your materials. With our partners, we make sure that your materials get the second life they deserve.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECOVERED MATERIALS DEALER CERTIFICATION

2021

CERTIFICATE NO: 493
ISSUED: 01/27/2020
EXPIRES: 06/30/2021

WASTE PRO OCALA MRF
3621 NORTHWEST 10TH STREET
OCALA, FL 34475

The Florida Department of Environmental Protection verifies that the above named Company reports certain recycling information and is certified in accordance with Chapter 62.722, Florida Administrative Code.

REPORTING FACILITIES COVERED BY THIS CERTIFICATION

WACS ID	FACILITY NAME	FACILITY ADDRESS	COUNTY
105809	WASTE PRO OCALA MRF	3621 NORTHWEST 10TH STREET OCALA, FL 34475	MARION
105810	WASTE PRO SRQ MRF	7921 15TH STREET EAST SARASOTA, FL 34243	MANATEE

Landfill Location

If awarded the contract, Waste Pro intends to collect and deliver all solid waste (trash/yard waste) to the Pinellas County Waste to Energy Facility located at 3095 114th Avenue North, Saint Petersburg, Florida 33716.

Transfer Station Location

If awarded the contract, Waste Pro intends to direct haul the recyclables to our Material Recovery Facility in Sarasota, Florida or if the need arises to utilize a transfer station located at Recycling Services of Florida, Inc (RSF). If the City's recyclables are transferred at RSF, they will be then taken to the Waste Pro Material Recovery Facility in Sarasota, Florida (MRF). The details on Waste Pro's MRF can be found above in this Tab.

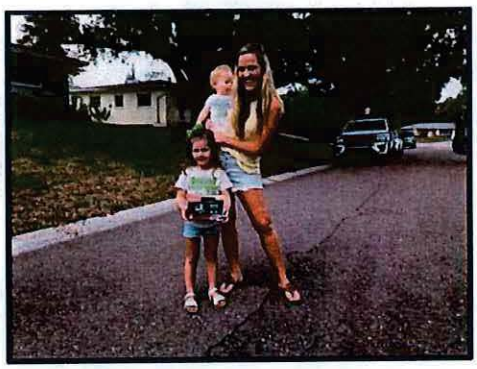
Recycling Services of Florida, Inc.
3560 126th Avenue North
Clearwater, Fl 33762
(727) 573-9150

Additional Information

We understand that there will be many proposals submitted and believe that the reviewing staff will make the best decision for the residents and businesses of the City of Seminole. There are factors in choosing a hauling company that will provide the "*distinguishable difference*" in service. Customer Service is always first; that is what defines most companies today. The second factor is price. In many cases the lowest bid is not always the best bid. The third factor to consider is which company will go beyond just being another service provider and will be a partner within the Seminole community. Waste Pro is a proven community partner, financially strong and ready to begin a new partnership to provide the residents and businesses of the City of Seminole with the services that are the known as "*distinguishable difference*" in the waste industry.

Our local, Pinellas County based Division planned a Garbage Truck Birthday Parade for a young girl, Addie who was celebrating her 4th birthday. Addie told us her favorite day is garbage day. She loved to sit by the street on to watch the garbage trucks go by while she waves to the drivers and helpers. Our local crew surprised her with a truck parade to celebrate her big day!





Waste Pro's fleet maintenance standards and policies are compiled primarily through recommendations and regulations from the Department of Transportation (DOT), Occupation Safety and Health (OSHA) and State/Federal/Local government regulations. Waste Pro establishes and maintains best practice procedures and standards in our fleet management program.

Waste Pro is a drug free workplace and has a zero tolerance for such actions. When hiring new employees, a thorough background check to include drug and alcohol pre-screening is part of the selection process. Employees are taught the Waste Pro way and what is expected of them professionally and with regards to customer service.



'Caring for our Communities' -- we are engaged in our local communities as we believe in being a part of the local community as well as giving back to where we work, live and play. Each year Waste Pro spends thousands of dollars in local charity, non-profits and other events to help strengthen our communities.

Crime Watch Programs: Waste Pro started and is engaged in a program called *Waste Pro on Patrol*. This program is coordinated with local law enforcement in each of the areas and communities that we service. Our employees are trained to be an extra set of eyes on the roads and neighborhoods. The training includes what to look for with regards to suspicious behaviors and the methods to report them with the appropriate authorities. After the implementation of this program, our employees have assisted an elderly man find his way back home, put out a woman's small car fire on the road and in 2015 a South Florida base driver saved a drowning infant from a swimming pool.








GARBAGE TRUCK DRIVER SAVES TODDLER AFTER NEAR DROWNING

Broward County December 28, 2015

HIGHLIGHTS

A 1-year-old boy was found without a pulse in a pool in Miramar

A garbage truck driver heard children screaming for help

He performed CPR on the child, who remains in critical condition CBS4

Miramar police say a 1-year-old boy remains in critical condition after he was found without a pulse in a pool Monday.

The boy might not be alive at all but for the fast actions of a garbage truck driver.

Miami Herald news partner CBS4 reports the driver, Andy Perez of Waste Pro, heard children screaming for help at a Miramar home located at 3708 Island Drive sometime before 11 a.m.

"A boy came to me and asked me if I knew CPR," Perez said.

Perez said he immediately raced into the home, breathing into the child's lungs, giving chest compressions and pumping lots of water from the boy, being careful to keep the child's head to the side to prevent him from choking on the water as it was being expelled.

Perez continued to give the boy CPR until rescue crews arrived and took over. En route to Joe DiMaggio Children's Hospital in Hollywood, paramedics were able to restore his pulse.

He was delighted to learn the boy was alive at the hospital.

"I'm very happy, because I have three kids, a granddaughter too, and I love them," Perez said.

Back at the scene where it all happened, crime scene tape could be seen surrounding the home along with a rescue and police car.

An adult man was inside the home, along with three other children, the eldest being 15. Police say the man called 911 but then left the home, running hysterical in the street, not knowing what to do.

The man, police say, is the boyfriend of the little boy's grandmother who was not home at the time. The victim was sleeping over his grandmother's home.

Miramar Police are investigating the incident, and have not released the name of the victim, citing the ongoing investigation.

It is not known who was supposed to be watching the boy, how he gained access to the pool, or how long he was in the water before being discovered and by whom.

Innovative Technologies

Waste Pro has been an innovative company since its very beginning. Starting at the beginning of the twenty-first (21st) century in 2001 Waste Pro has the benefit of not being stuck in the old ways of doing business.

Compressed Natural Gas (CNG) Fueling

In 2011, Waste Pro committed $100 million dollars to converting its fleet over a ten (10) year period. Waste Pro is now using CNG in Ft. Pierce, Daytona Beach, Palm Coast, Tallahassee and Jacksonville Florida. In 2016, we opened a new CNG fueling station at our Manatee County based facility in Sarasota, Florida. Additionally, Waste Pro is using CNG fueling in Atlanta and New Orleans. Twelve percent (12%) of our fleet is CNG-powered. That equated to approximately 210 trucks company-wide.





Waste Pro contacts with many coastal beach communities. The vehicle pictured below is used in the City of Cape Canaveral and Manatee County and are two of the first such vehicles manufactured.



Use of Solar Power

Waste Pro's facility in Manatee County (Sarasota, FL) is solar powered.





Green Business Certification
~ Master Level ~
Hereby certifies that
WASTE PRO
Has successfully completed the requirements of the Manatee Chamber of Commerce's Sustainable Manatee Green (Starter) Business Certification Program to preserve our precious natural resources while providing environmentally responsible energy solutions and protecting our unique quality of life.
Presented this 25th day of March 2010

Another unique Waste Pro facility uses "Solar Trees"



Education and Customer Outreach

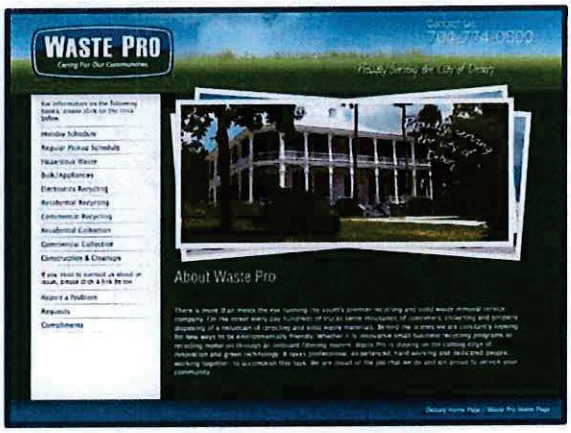


Waste Pro is committed to help maintain a healthy environment for the City of Seminole's current and future generations. Recycling helps to keep disposal costs down while preserving our natural resources. Waste Pro welcomes a new relationship with the City of Seminole providing residential curbside recycling services to the residents weekly. In addition, we offer recycling services for commercial businesses.

Education of Residents and Businesses

Waste Pro has a number of programs and practices to encourage recycling for both commercial and residential users. We believe that in order to increase recycling one must do three things: teach, provide constant daily reminders and lead by example. As each market is unique, we have provided samples of marketing materials that can be tailored to address the specific concerns and service requirements of the City of Seminole.

Website



As an added benefit, in order to provide more information to your residents and businesses, Waste Pro will create a dedicated website to the City of Seminole. Holidays, collection service days, recycling information/education and other frequently asked questions will be available with the click of a mouse. We can set up a direct link from the City website. We will keep all the information updated with regard to our services. This is another way of easing communication with your residents resulting in fewer calls to city staff.

Waste Pro will work with the City to customize and put in place an educational program that best fits the needs of the City. We have a variety of information including tri-fold brochures, postcards, and one-page flyers that can be utilized.

Educational/Marketing Materials



Prior to the start of the contract we will deliver information to your residents per the specifications in the request for proposals. Waste Pro is experienced in creating a variety of media and marketing materials. The information delivered will be a comprehensive guide to residents and businesses listing what and how to recycle, proper solid waste collection, service days and times that fit with the guidelines of the contract. These items are customizable to fit the needs of the City of Seminole. The various marketing materials can utilized over the term of the agreement highlighting potential changes in the program or an as ongoing educational program. One of the keys to a successful recycling program is the combination of education and enforcement. Waste Pro will also engage with the City's code enforcement officer (or Public Works team) to implement a recycling enforcement program that includes information that can be left behind at a residential home or a hang tag that can be placed on the cart should our driver or the City's code enforcement officer see visible contamination with educational material on the do's and don'ts of the City's program. We can continue to identify areas with lower recycling and target them for repeat notifications. We will work together to tailor the content to include the specifics of your City's program.



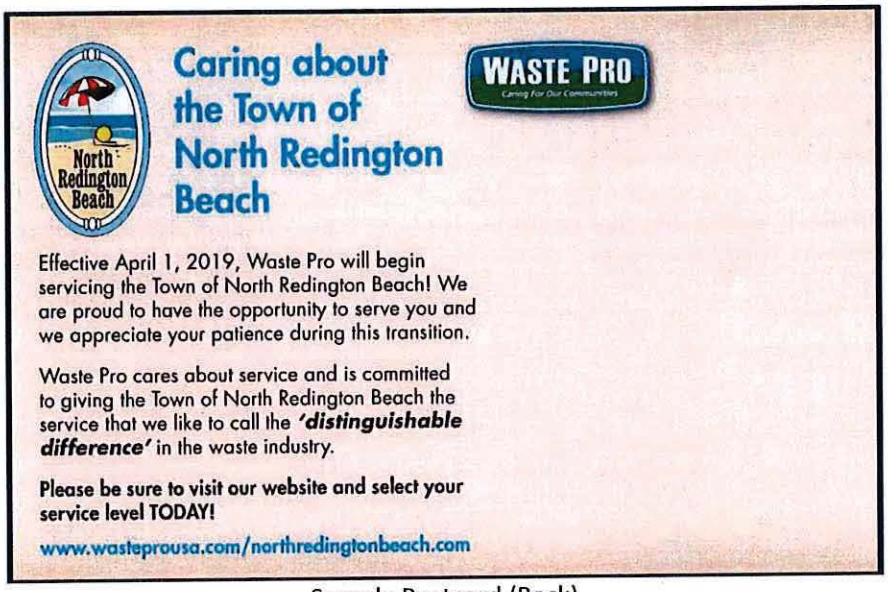
(Sample Recycling Flyer)



Sample Doorhanger



Sample Postcard (Front)



Sample Postcard (Back)

. Sample Tri-Fold Brochures (a printed sample can be found in your RFP booklet)

WASTE PRO

239-337-0800
www.WasteProUSA.com

5 EASY STEPS
to Remember When Taking Out The Trash

1. Bag It: →



Bag all garbage to help avoid litter when carts are emptied.

2. Park It:

Park carts no later than 6:00 am on the day of your scheduled collection.

3. Point It: →



Point the wheels and handle facing away from the street.

4. Space It: →



Set carts next to curb or edge, 3 feet apart, or in the street, wheels touching the curb or edge.

Have at least 3 feet between the carts from trees, posts, vehicles, etc. Do not place carts under trees.

5. Level It: →



Carts must be level if placed in a ditch or on a slope.

Waste Pro of Florida, Inc.
13110 Rickenbaker Parkway
Fort Myers, FL 33913

WASTE PRO
Caring For Our Communities

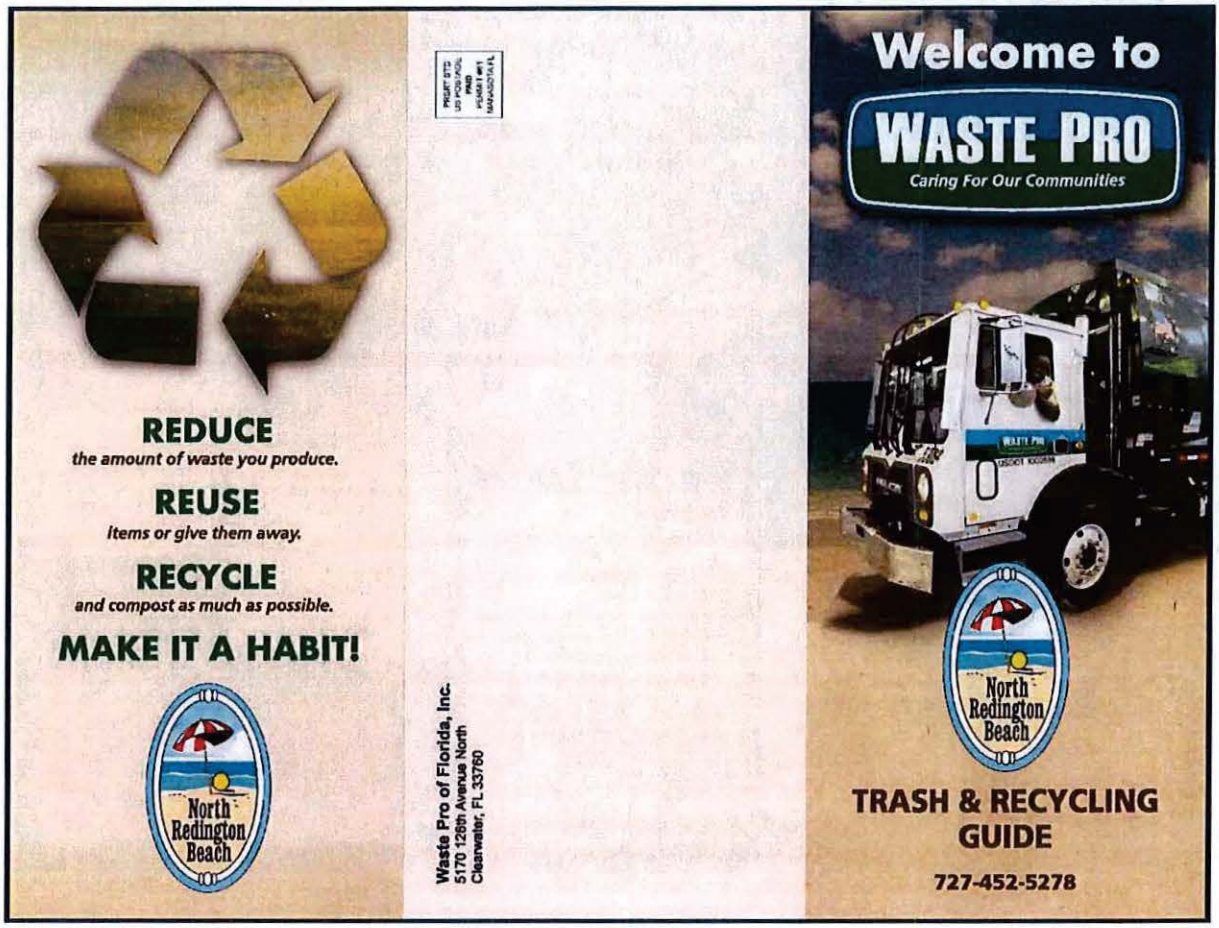
Cape Coral
FLORIDA

Preparing Your Trash & Recycling



(239) 337-0800


WASTE PRO
Preparing Your Trash & Recycling
Debris should be placed curbside, without blocking the roadway or storm drains.
Cape Coral
FLORIDA
Household Garbage
• Use the Tan Cart for Garbage ONLY.
• All garbage must be bagged regardless if it is placed in or outside of the cart.
• Place cart for pick up the night before your scheduled service date.
Recycling
• Use the Green Cart for Recycling ONLY.
• Place cart for pick up the night before your scheduled service date.
• 5 items for the cart: Paper, Metal, Cardboard, Plastic, Glass.
• Do NOT bag your recyclable items.
• No shredded paper.
Yard Waste
• Place leaves, grass, twigs, etc. in a 40 gallon (or smaller) garbage can with tight fitting lid and handles on each side or paper bag.
• Weight of can should not exceed 50 lbs.
• Palm Fronds should be stacked neatly.
• Tie & bundle tree limbs and branches smaller than 4 inches in diameter and less than 6 feet in length. Limbs that exceed 4 inches and not greater than 6 feet in length or 50lbs may be set out and neatly stacked.
• Items that do not meet the above criteria will require a charge for removal.
Bulk
• Place neatly separated items curbside on the same day as garbage collection.
• Place 3 feet away from the cart for collection.
• Items that don't fit into the tan (garbage) cart will be scheduled for collection.
Appliances and White Goods
Contact our office (239) 337-0800 to schedule pick up.
NO CHEMICALS AT THE CURB AS THEY CAN CREATE A FIRE HAZARD
Paint • Auto Oil • Batteries
Fluorescent Tubes • Fertilizer
Take them to: 6441 Topaz Court
Ft Myers, FL 33966 for proper disposal.


REDUCE
the amount of waste you produce.
REUSE
items or give them away.
RECYCLE
and compost as much as possible.
MAKE IT A HABIT!
North Redington Beach
Waste Pro of Florida, Inc.
5170 126th Avenue North
Clearwater, FL 33760
Welcome to
WASTE PRO
Caring For Our Communities
North Redington Beach
TRASH & RECYCLING GUIDE
727-452-5278

Collection Schedule

SOLID WASTE & YARD WASTE - Monday and Thursday

RECYCLING - Wednesday

Place your containers curbside the night before your service date.



Garbage Roll Cart Recycling Roll Cart

Each resident will receive one 64 gallon cart for curbside residential recycling collection and have the choice to pay an additional fee for a Waste Pro wheeled 96 gallon cart for curbside collection of household trash.

Solid Waste & Yard Waste

- Use the Green Cart or your customer owned containers for garbage ONLY.
- Bag ALL garbage before placing inside cart.
- Please bag all yard clippings/leaves.
- Palm Fronds/Tree Limbs not to exceed 4 ft in length should be neatly stacked and placed curbside.

Single Stream Recyclables

- Use the Blue Cart for your recycling ONLY.
- Do NOT bag recyclable materials.
- Do NOT recycle any plastic bags or Styrofoam products. Please place them in your solid waste cart.

Holiday Schedule

Thanksgiving Day Christmas Day
New Year's Day

Any disposal and collection service that would have been regularly provided will be provided the day after the holiday.

COMMUNITY BULK EVENTS

2019-2020
April 6, 2019
July 13, 2019
October 5, 2019
January 11, 2020

2020-2021
April 4, 2020
July 11, 2020
October 3, 2020
January 9, 2021

2021-2022
April 3, 2021
July 10, 2021
October 2, 2021
January 8, 2022

Items NOT taken include hazardous materials (paint, pool chemicals, oil, gas), refrigerators, freezers, propane tanks.

Customer Care

- Inquiries/Missed Pick Ups
- Cart Repairs/Replacements
- To schedule a bulky pick up (ie:furniture, mattresses or construction debris)

Please contact our office at 727-452-5278.

WASTE PRO
Caring For Our Communities

www.wasteprousa.com
727-452-5278

Single Stream Recycling Is Here!

Recycling collection service will occur weekly on Wednesdays.

Recycle these items:

- Plastic Bottles, Buckets, Tubs & Containers #1 through #7
- Phone & Paperback Books, Junk Mail, Magazines, Catalogs, Newspapers & Inserts, Office Paper, File Folders & Paper Bags
- Paper, Milk Cartons, Cardboard (flatten all boxes)
- Clear, Green & Brown Glass Jars & Bottles
- Aluminum, Metal & Empty Aerosol Containers



DO NOT place any of these items in garbage or recycling roll carts:

- Batteries
- Cooking Oil
- Electronics
- Paints
- Motor Oil
- Chemicals and Solvents
- Hazardous Materials



Educational Programs for Children



Waste Pro is able to provide coloring books and other educational materials to area schools, community centers, or community events etc. on a periodic basis and provide recycling trucks and speakers for demonstrations. Our experienced marketing team has created coloring books that cater to the younger students and a curriculum program for middle school aged children.



'Waste Pro Man' is available to attend school presentations, special events and sporting events to promote recycling. Waste Pro man has been very effective as an unique eye-catching symbol pushing a recycling cart.

Sample Report: Monthly Solid Waste and Recycling Statistics

RECYCLING STATISTICS	
MATERIAL	
Newspaper	
Glass (Brown)	
Glass (Green)	
Glass (Clear)	
Tin	
Aluminum	
Plastic	
TOTAL	
Set Out Ratio	

SOLID WASTE STATISTICS	
Residential Tons	
Commercial Tons	

TAB 8: Transition plan
City of Seminole
RFP: City Wide Solid Waste Services

Waste Pro – Transition Plan Overview

Task		Sept.	Oct.	Nov.	Dec.
1. Submit Proposals to the City					
2. Review of Responses by City Staff					
3. Recommendation from committee to City Manager					
4. City Council Workshop					
5. Recommendation to Award (City Council)					
6. Weekly transition team meetings					
7. Progress meetings with staff					
8. Work with current hauler and city to obtain customer listing					
9. Sign up Commercial Customers					
10. Order Equipment (containers, etc.)					
11. Begin Routing					
12. Complete Routing					
13. Design of Mailers and Advertising – vendor change					
14. Check on equipment delivery status					
15. Hire/Train Drivers/Helpers					
16. Testing of equipment (run shadow routes)					
17. Have all equipment ready					
18. Delivery of Carts/Containers/Bins					
19. Customer Notification Sent (Delivered)					
20. Start of Contract (12/1/2020)					

One of the primary reasons that we have grown is our attention to detail during the process of startup. Our dedicated startup team has taken on huge projects. We take the worry out of transitioning from one company to another. We take the time to plan regardless of the size of the community that we will be servicing. As you review this brief description of our transition plan, note that most employees are hired at least four to six weeks before startup. Many companies hire but wait two weeks before a startup to start employment. We spend the additional money necessary to get folks on board and comfortable with their new employment.

After the award is made, we will begin working immediately. We have a corporate transition team that meets via phone weekly with our local staff to ensure a very smooth transition. This team includes members from operations, maintenance, procurement, legal, human resources, IT, and accounting. All facets of the startup are accounted for. A project timeline is established. Although the timeline is rigid, changes are made if necessary, to ensure that we have accounted for any changes that are needed. City of Seminole personnel are encouraged to sit in on any or all of these meetings.

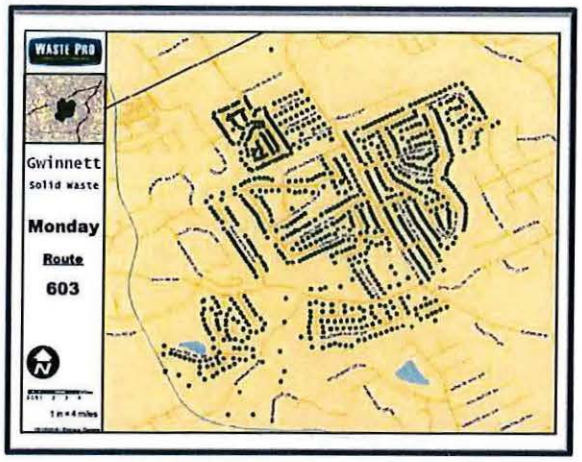
A project timeline will be put in place. The City will have the opportunity to review the timeline and make any suggested changes. Waste Pro has been in operation in Pinellas County market since 2009 and our operations are based approximately 10 miles from the City at 5170 126th Ave N, Clearwater, FL. If Waste Pro receives an award, under RFP City Wide Solid Waste Services, this facility would be used to perform the services for the City of Seminole.

Our success is based on hiring the best people available. Waste Pro is actively seeking additional drivers and intends to be fully staffed should we be awarded the agreement for the services in the City of Seminole. All employees are screened properly during our hiring process. This includes background checks, MVR checks for drivers, and drug and alcohol testing. Drivers and helpers are paid a good wage; we give them new equipment to work with, and route so that they will not be overtaxed.

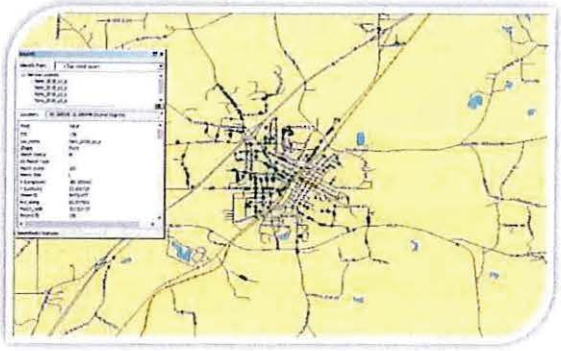
Drivers and helpers are typically secured four to six weeks prior to startup. This allows them time for training, as well as learning new routes. The first two weeks for drivers and helpers will be used to train on equipment and daily procedures. We take much pride in our fleet. The only way to keep the trucks in good shape is to get proper input from our drivers. They will be trained on filling out maintenance paperwork as well as operational paperwork. We will train them on minimizing missed pickups.

Our goal is zero missed pickups during the week. This can be accomplished by documenting problems that we encounter on the route and communicating this to dispatch. Drivers will be trained on proper radio communications to ensure a smooth flow between dispatch and routes. Four weeks before startup, drivers will start performing dry runs on their routes. Initial dry runs are usually done in their own vehicles. Dry runs in the last two weeks are done with the actual trucks that they will be operating. Each driver will receive a route sheet that details each daily service area. This is important because it allows our personnel time to give us feedback on specific problems that they encountered such as streets with nowhere to turn around. At this time, we will also start training drivers and helpers on key safety issues that need to be addressed while they are learning their route and performing their duties.

One of the most critical aspects of this startup is routing. Proper routing to match the existing routes in the City of St Seminole will ensure that we do not expose the existing customers to a new day and time frame. Our current software platform is Route Smart. We will also route to, as possible, where the trucks run in close proximity to each other on a daily basis. Drivers work together as a team to ensure that any route that has a problem has another route nearby to help out.







Another critical aspect of this transition is our initial customer communication. As soon as we were awarded the contract, we would set up customer communications via several media outlets if the City approves and deems necessary. These could include company phone lines, mail, radio communication, newspaper, and our company website. Samples of Customer Education/Outreach can be found earlier in this TAB. Signing up residential and commercial customers as quickly as possible is important, because we cannot complete our routing until we have a large majority of our customers signed up. We will survey every commercial account prior to startup.

With regard to the delivery of carts and containers, Waste Pro's will work with the City to locate a staging area to be used to get them ready for delivery to the City's residents/businesses. The delivery process itself does not present problems. The problem is coordinating pickups and deliveries with the incumbent. We will reach out to the current service provider to insure a smooth flow. Cart delivery will be done by a third-party vendor that does this for a living. Because of the number of carts to be delivered, we would anticipate starting this process about two to three weeks before the start of service.

Operational startups are extremely important. Waste Pro has done more county and city service transitions than any other waste and recycling firm that will be presenting proposals. Waste Pro has done over 100 of these in the last 15 years. We welcome you to contact our partners and references and ask for their experiences with our team throughout their City or Town's transition.

Waste Pro will adhere to the specifications and timelines as stated in the RFP. We have done our due diligence and feel confident in our ability to fulfill the transition and collection requirements.

Equipment

Waste Pro has been in operation in the Florida market for over 19 years and if awarded, we will work immediately post award with our local start up team that includes members of our Fleet division. During the due diligence period, Waste Pro worked with our equipment suppliers to secure production space as well as discuss the needs for amount/type of equipment per the RFP specifications.

Hiring/Recruiting

The strength of our company is in people, our Waste Pro's. Our goal is to attract a highly skilled and customer service focused work force. Drivers and helpers will be secured four to eight weeks prior to start up. Our talent acquisition team and managers take a proactive recruiting approach and utilize the many available resources. In addition to the partnerships we have built with state and local outreach agencies we have a job distribution plan in place to ensure our positions reach a broad span of individuals.

Waste Pro vacancies are posted at www.wasteprousa.com and are electronically distributed from our career page to several external sites. Through partnerships with Career Builder, Indeed, and LinkedIn our vacancies are posted on their job boards and are shared electronically with their outreach partners. America's Job Exchange posts Waste Pro vacancies with their partner organizations comprised of Community Based Organizations (Disability, Women's Services, Veteran's and more) and One Stop Career Centers located throughout the United States. We also utilize social media outlets such as Facebook, LinkedIn and Twitter to reach thousands of qualified applicants. Our Corporate Recruiter manages the process along with reaching out to qualified applicants.

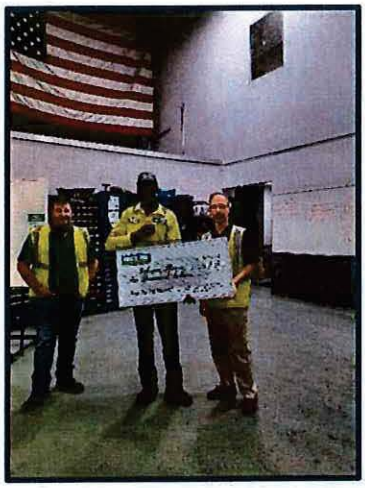
We utilize a top of the line applicant tracking system that allows applicants to easily apply electronically. This process allows us to begin reviewing potential candidates within hours of a new position being posted and provides an immediate ongoing talent pool of candidates within an identified area.

In addition, Waste Pro provides excellent benefits. We understand the real strength behind our company is our employees. We believe in continually investing in our organization and employees. We aim to attract and maintain a highly competent workforce by offering one of the most comprehensive benefits packages in the industry including annual bonuses and performance incentives.

Health and wellness benefits include medical, dental, vision, preventative care, free access to a physician with 24- hour access, a medical expense reimbursement program, employee assistance programs, long and short-term disability insurance and more.

Waste Pro provides regular bonus and incentive programs. Employees have the potential to receive a bonus of $250 per each year of service, along with our $10k Driver Award and $5k Helper award designed for drivers and helpers who meet specific criteria over a 3-year period. Technicians are eligible for a tool reimbursement and pay increases following the completion of training programs.

At Waste Pro career path and development are important, we believe people make the difference. We are committed to bettering our best by offering training courses, leadership programs and promotion opportunities.



In 2020, we presented a $10k safety award to a Lee County, FL based Driver, Ickson Pierre. Ickson is a "home grown" Waste Pro. He began his career as a helper, studied hard and successfully completed our Co-Heart Program, earned his CDL and became a driver for Waste Pro.

Waste Pro supports a diverse workforce and is a Drug Free Workplace & Equal Opportunity Employer. Waste Pro does not discriminate against individuals based on race, creed, color, gender, religion, origin, age, disability, veteran status, pregnancy, marital status, citizenship status, sexual orientation, gender identity, genetic information, or any other classification protected by applicable laws.

WasteAdvantage magazine
The Advantage in the Waste and Recycling Industry



Posted February 12, 2019

Waste Pro Looks Within to Address National Driver Shortage

Amid an already struggling industry, state and federal Department of Transportation (DOT) laws on commercial driver's license (CDL) eligibility tightened in 2015, making it even harder for truck drivers to earn their CDL. In the wake of those changes, Waste Pro's Corporate Operations Trainer Robert Bourcheau, a state-approved examiner and instructor, began working one-on-one with Waste Pro employees to train them as they studied for their CDL exam. That year, 30 Waste Pro helpers earned their CDL under Bourcheau's mentorship.

In 2016, Bourcheau spearheaded the creation of Waste Pro's Co-Heart program, which aims to help Waste Pro employees at all levels earn their CDL. Waste Pro is one of only two solid waste companies in Florida that works with the Florida DOT to offer such a program. Waste Pro's Regional Operations Center in Sanford, Florida is a state-approved CDL testing site.

Since its creation, the Co-Heart program has led more than 150 helpers, drivers, and other employees to obtain their CDL. Graduates of the program have gone on to become lead drivers, supervisors, managers, and winners of Waste Pro's $10,000 Safety Award – which Waste Pro is the only private company in the United States to

offer. To qualify for the award, drivers must go three years without accidents, injuries, or property damage. None of the people who have completed the program have had an accident or property damage claim. "My students, supervisors, trainers, and division managers work closely to make this all happen in a systematic way resulting in success for the driver, the company, and the communities we serve," Bourcheau said.

Currently, the Co-Heart Program is evolving to include additional training for participants, including advanced backing and driving skills, rollover prevention, and more. In addition to the Co-Heart Program, Waste Pro opened two Driver Training Centers (DTC) in 2018 – one in Sanford and one in the Atlanta, Georgia Regional Operations Center. These facilities allow newly hired drivers and employees who have recently obtained their CDL to attend a five-day education course, covering topics including safety, vehicle specifics, and customer service.

Hiring/Training

Our success is based on hiring the best people available. All employees will be screened properly. This includes background checks, MVR checks for drivers, and drug and alcohol testing. Drivers and helpers are paid a competitive wage in compliance with the RFP specifications; we give them new equipment to work with, and route so that they will not be overtaxed.

Drivers and helpers will be secured four to six weeks prior to startup. This will allow them time for training, as well as learning new routes. The first two weeks for drivers and helpers will be used to train on equipment, daily procedures, our safety program and expectations. We take pride in our fleet and attention to safety. The only way to keep the trucks in good shape is to get proper input from our drivers. They will be trained on completing maintenance paperwork as well as operational paperwork.

Our drivers are onboarded with one week of centralized training with a combination of classroom and in field work. They are then placed with designated a Driver Trainer at the location for a minimum of two weeks for on route safety training. In addition to the training we have a morning and afternoon Safety and Pre/Post trip truck inspections. During this process the Driver drives their truck through the safety lane for a Pre/ Post trip inspection with a Supervisor and a Mechanic. During that thorough check of the truck the Supervisor also goes over the Daily Safety Topic, ensures drivers are dressed appropriately in their uniforms with all required Personal Protective Equipment required. Drivers with three years of perfect attendance, service record and are accident and injury free receive a $10,000 bonus. In addition, our Helpers who meet the same requirements are eligible to receive a $5,000 bonus.

Our goal is zero missed pickups during the week. This is accomplished by documenting issue we encounter on the route and communicating this to dispatch. Drivers will be trained on proper radio communication to ensure a smooth flow between dispatch and routes. Four weeks before startup, drivers will start performing dry runs on their routes. Initial dry runs are usually done in non-collection vehicle. Dry runs in the last two weeks prior to start up are done with the actual trucks that they will be operating. All drivers will receive a route sheet that details their daily service area. This is important because it allows our personnel time to give us feedback on specific problems that they encountered such as dead ends, narrow roads, alleys, low power lines, etc. At this time, we will also start training drivers and helpers on key safety issues that need to be addressed while they are learning their route and performing their duties.

Routing

One of the most critical aspects of this startup is routing. Proper routing to match the existing routes in the City will ensure that we do not expose the existing customers to a new day and time frame as much as possible. To provide excellent service, routes are put in proximity to each other to allow for better coverage.

Safety

Safety Training – All drivers, helpers and mechanics receive initial and ongoing safety training. Waste Pro has a Regional Driver Training Facility in Atlanta and Sanford where all new drivers must go through a one-week safety orientation. It is equipped with a state-of-the--art driving simulator which simulates dangerous situations and gauges proper reactions. Once qualified to drive weekly informal safety training sessions (tailgate sessions) are conducted by the route supervisor. The division manager conducts monthly formal safety meetings on varying topics such as lifting, safe backing, and child awareness.

Route Training – All drivers will be trained on their respective routes before the contract start up. They will drive the route along with a Waste Pro management person. They will be trained on any special circumstances for individual neighborhoods, streets or customers. Waste Pro will determine the information about special circumstances by working with City staff, the current Contractor and their drivers. Approximately 60 days prior to the startup date, pick-up trucks are rented to allow for drivers to perform dry runs of their routes. This allows for each driver to learn their routes, the roadways, traffic patterns and side door collection accounts.

Environmental Training – The supervisors, mechanics, drivers and helpers are trained on how to respond to a spill of any type of potentially hazardous material. The most likely occurrence is the release of hydraulic fluid if a hose or fitting breaks. The initial containment of a spill is the responsibility of the employee at the site. Waste Pro's trucks have a spill containment kit on board, which consists of absorbent, bags and snake booms to prevent spread of the fluid and to collect it. Any spill requires notification to the route supervisor and division manager. Waste Pro's trucks have a protective armor over all the hydraulic lines to help prevent spills. Other likely spills are of anti-freeze. The same procedures would occur.

Customer Account Tracking/Technology

Waste Pro will use the following advanced technologies, those being AWTI's Third EYE Video and Camera System, Fleetmatics GPS Tracking System and Trac EZ customer service tracking technology. These technologies address. Waste Pro intends to have a supervisor overseeing collections. The supervisor personally follows up with missed collection complaints, spills, property damage and litter. They ensure that things are properly closed and addressed within the time periods specified in the RFP specifications.

Waste Pro invested over $3,000,000 in a cutting-edge fleet monitoring system, AWTI's Third Eye Video and Camera System. The Third Eye System is installed on all collection vehicles used company wide. This camera/video system primarily enhances service verification and safe work habits and procedures. Waste Pro Managers have the ability to observe and monitor appropriate collection behaviors. Real time video will be recorded as the route progresses to document whether waste or recycling was set out for collection at a residence. Supervisors will track the collection fleet to monitor routes and collection. They utilize the Third Eye technology and GPS to verify that the truck is performing service in the areas that they are required per their daily route specifications.

Houston-based AWTI Third Eye offers the latest technology in collision prevention and service monitoring. With this system, up to eight cameras are installed in the cab and on the exterior of the truck body, and a microphone is installed inside the cab. The cameras – front, cab, rear and side – provide 360 degrees of external "monitoring", and the microphone inside the cab captures 20 seconds of audio segments.

If an accident were to take place, the event would be recorded. Twenty seconds before the incident and 10 seconds after the event is captured by video and audio. Location, acceleration, driver ID, vehicular speed are among the factors captured. The event is reviewed and scored by a dedicated observation center. Waste Pro Management then evaluates the event, which is used for coaching and instructional needs.

Third Eye will also be used to observe general collection behaviors with real-time monitoring. Both the positive and negative behaviors are reinforced. Third Eye has proven to be an excellent instructional tool for Waste Pro.

Routeware GPS Tracking System's super-fast web-based maps, accessible from any device with an internet connection. Supervisors or drivers out in the field can see the same view a manager has back in the office. Provides an up-to-the-minute check on customer service and time documentation as the route proceeds to completion.

Customer Service

Trac EZ is an online customer service tracking system that tracks and documents any customer service issue and how it is resolved.

Customer Service is a key component in providing your residents with what we like to refer to as the 'distinguishable difference'. Our customer service program and policies as dictated below are methods we use for in all our service areas.

The first step is operations. If you perform the service correctly then there are no complaints.

- All employees are put through a comprehensive training and orientation on company policies and procedures.
- Employees are taught the Waste Pro way and what is expected of them professionally and with regard to customer service.
- New employees are then placed on a route and trained for two weeks before they are allowed to operate unsupervised.
- Employees are educated on the specific needs of the municipality that they service and what the rules and regulations are.
- Routes are set up so that the garbage and recycling routes follow the same path. This way whichever truck is running behind the other can call in late set outs and get them picked up.
- A weekly bonus program rewards employees for exemplary customer service.
- The Route Managers (Supervisor) responsibility is to ride behind all routes in order to pick up misses or late set outs.

We check and double check our work to eliminate complaints before they happen. Waste Pro takes its commitment to customer service seriously. Should a chronic or reoccurring issue occur, Supervisors will monitor the route and applicable driver for a 4-6 week period. The driver will have this item listed on his/her routing sheet for a 4-6 week period. The supervisor will be monitoring the driver/route for the

same 4-6 week period to ensure that the collection occurs.

Example of the Customer Service Process

In the event one of our customers does have an issue, we go through a 5-step process:

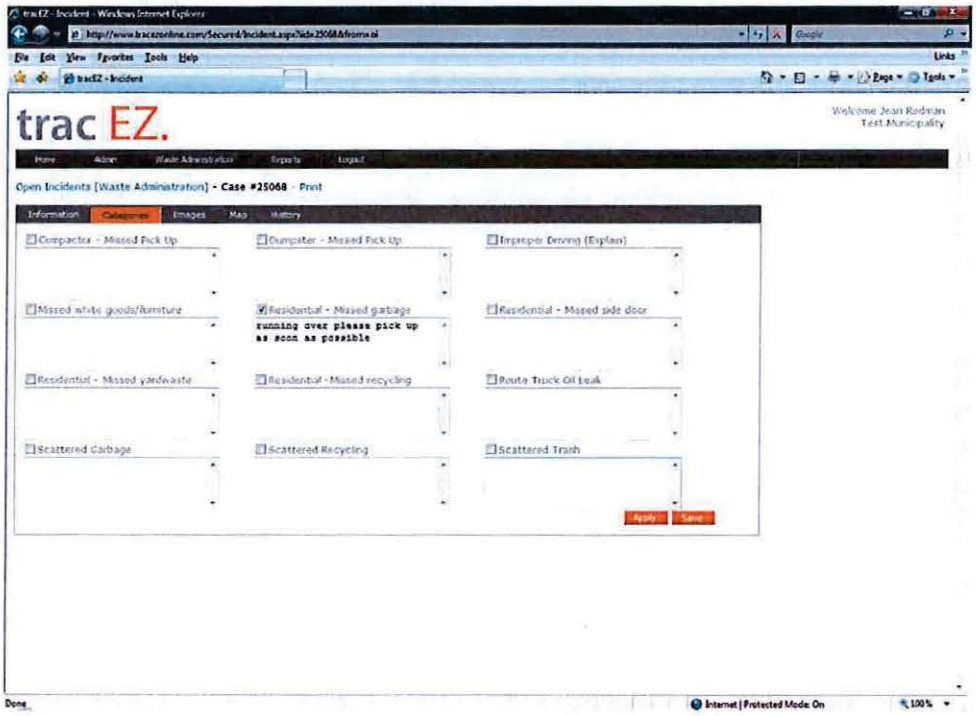
1. A customer issue is received through the **Trac EZ** system or called in and entered into **Trac EZ**.
2. The issue is then assigned for resolution to the appropriate party (i.e. billing, operations etc.) by the designated customer service representative(s) at the City. An email is automatically generated and sent to the applicable party.
3. Resolution is reported back to the designated customer service representative and the work order is closed out in **Trac EZ**.
4. The **customer is contacted** to ensure that there has been adequate resolution to their issue. We do not wait to see if the customer notices that there has been a resolution to their request. If an email is entered for the customer, an email is generated by Trac EZ and sent directly to the customer.
5. The Customer Service Manager reviews all issues daily to make sure that all items are resolved by the end of the business day.

No customer issue will go unanswered at the end of the day!

Trac EZ®

Trac EZ is the most efficient phone and message tracking system in the industry. Waste Pro provides this program and service to the City at ***no extra charge***. This system provides 24-hour service request or issue reporting in live time for both the city staff and its residents. It tracks when the call was made, who received it, the following steps, and how the request was handled. This process allows us to effectively track a call, request, or other in a complete manner and is totally transparent to the customer. The customer can check the status of the request by simply going online. During the process, the customer can see what is happening. It is just that simple and easy! How many companies will let you have access to the actual call log... not many. We feel so confident at Waste Pro that we provide the best and most efficient service possible in our industry and are not afraid the share this information with our partners.

Any report that you require can be programmed. We look forward to providing you with a live demonstration when you are ready. Additional information (DVD) can be found inside the RFP response box.


tracEZ - Incident - Windows Internet Explorer
File Edit View Favorites Tools Help
tracEZ - Incident
trac EZ.
Welcome Jean Redman
Test Municipality
Home Admin Waste Administration Reports Logout
Open Incidents [Waste Administration] - Case #25068 - Print
Information Categories Images Map History
Compactor - Missed Pick Up
Dumpster - Missed Pick Up
Improper Driving (Explain)
Missed white goods/furniture
Residential - Missed garbage
running over pleass pick up as soon as possible
Residential - Missed side door
Residential - Missed yardwaste
Residential - Missed recycling
Route Truck Oil Leak
Scattered Garbage
Scattered Recycling
Scattered Trash
Apply
Save
Done
Internet | Protected Mode: On
100%

TAB 9: Vendor Sworn Statement on Public Entity Crimes

EXHIBIT "D"

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

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

1. This sworn statement is submitted to City of Seminole, Florida
(print name of public entity)
by Keith Banasiak, Chief Operating Officer/Senior Vice President
(print individual's name and title)
for Waste Pro of Florida, Inc.
(print name of entity submitting sworn statement)
whose business address is 5170 126th Avenue N, Clearwater, Fl 33760

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3701785

(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 of 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. 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 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) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR 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 SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 9 **day of** September **2020**

K. Banasiak

Personally known X **or produced identification** _____.

(Type of identification)

State of Florida
City of Pinellas Park
My commission expires

1/4/2024

(Notary Public)

Glenda J. Camarda

GLENDA J. CAMARDA
Commission # GG 934798
Expires January 4, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

TAB 10: Acknowledgement of Addendums

Waste Pro received and reviewed the following addendum and question and answers pertaining to the City Wide Solid Waste Services RFP. Below please find a screenshot from the City's website for additional verification.

- Question and Answers #1-5
- Addendum #1

City of Seminole City Wide Solid Waste Services

City of Seminole City Wide Solid Waste Services Request for Proposals Notice

City of Seminole City Wide Solid Waste Services Request for Proposals

City of Seminole City Wide Solid Waste Services Request for Proposals Questions and Answers #1

City of Seminole City Wide Solid Waste Services Request for Proposals Questions and Answers #3

City of Seminole City Wide Solid Waste Services Request for Proposals Questions and Answers #4

City of Seminole City Wide Solid Waste Services Request for Proposals Questions and Answers #5

City of Seminole City Wide Solid Waste Services Request for Proposals Addendum #1

City of Seminole 2019 Solid Waste and Recycling Statistics

City of Seminole City Wide Solid Waste Services Pre-Proposal Meeting Sign In Sheet

CITY OF SEMINOLE

Exhibit D

Vendor Sworn Statement on Public Entity Crimes

EXHIBIT "D"

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

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1. This sworn statement is submitted to City of Seminole, Florida
(print name of public entity)
by Keith Banasiak, Chief Operating Officer/Senior Vice President
(print individual's name and title)
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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 of 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. 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 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) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR 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 SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 9 **day of** September, 2020 2019

Personally known X **or produced identification** _____.

(Type of identification)

State of Florida
City of Pinellas Park
My commission expires
1/4/2024

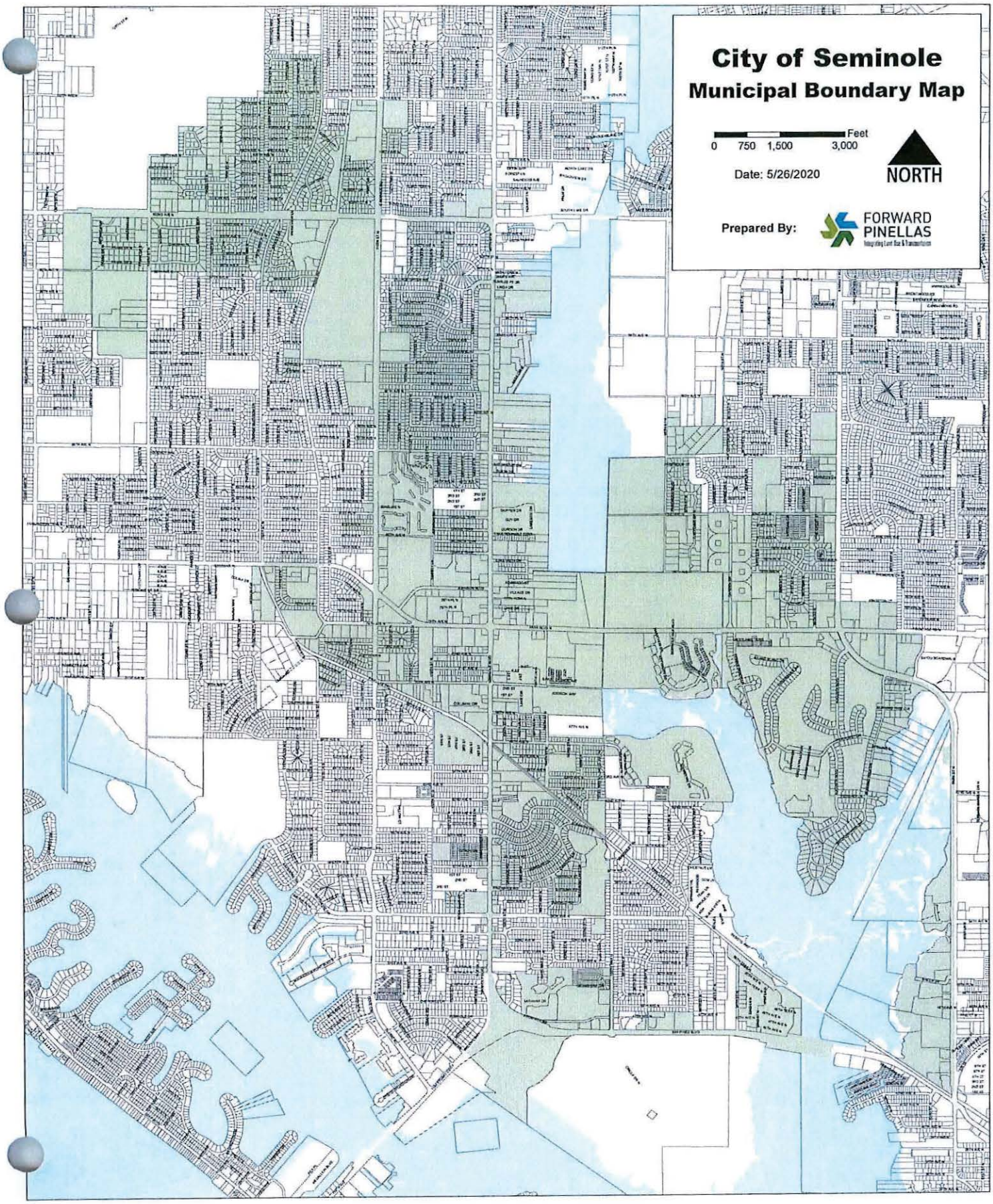
(Notary Public)

GLENDA J. CAMARDA
Commission # GG 934798
Expires January 4, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

CITY OF SEMINOLE

Exhibit E

City of Seminole Municipal Boundary Map


City of Seminole
Municipal Boundary Map
0 750 1,500 3,000
Feet
Date: 5/26/2020
NORTH
Prepared By:
FORWARD PINELLAS

Special Waste

EXHIBIT "F"

SPECIAL WASTE

1. Any waste meeting the description which follow is a "special waste":

2. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings.)

3. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs). (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.

4. PCB draining's and flushing's removed from PCB articles and placed directly into transport containers.

5. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA "empty" according to the criteria specified at 40 C.F.R. s261.7.)

6. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos- bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.

7. Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)

8. Residue and debris from cleanup spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.

9. Animal waste and parts from slaughterhouses or rendering plants.

10. Waste produced by the mechanical processing of fruit, vegetables or grain.(This includes such wastes as rinds, hulls, husks, pods, shells, and chaff.

11. Pumping's from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels.)

12. Sludge from a publicly owned sewage treatment plant serving primarily domestic users.

13. Grease trap wastes from residences, restaurants, cafeterias not located at industrial facilities.

14. Wash water wastes from commercial car washes.

15. Wash water wastes from commercial laundries or laundromats.

16. Chemical-containing equipment removed from service. (Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.)

17. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.

18. Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)

19. Containerized Waste. To include, but not be limited to, a drum, barrel, portable tank, box or pail.

20. Waste transported in a bulk tanker.

21. Liquid Waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain free liquid11 by the paint filter test (EPA Method 9095);

22. Sludge Waste.

23. Waste from an industrial process. Waste which requires special handling

24. Waste from a pollution control process.

25. Residue or debris. From the cleanup of a spill or release of chemical substances, commercial products or wastes listed in paragraphs (s) through (x) of this definition.

26. Soil, Water, Residue, or Debris. Articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraphs (s) through (y) of this definition.

27. Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes as amended by Chapter 88-1 30, Laws of Florida, or change in law, statute, regulation, rule, code, ordinance, Effective additional applicable permit or permit condition occurs after the Date of this Agreement, requiring material management that differs from the requirements on the Effective Date of this Agreement.

aa. Waste Tires.

Definition of Terms

Exhibit "G"
Definition of Terms

Authorized Representative: shall mean the employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of the Contract.

Biomedical Waste: shall mean any solid waste or liquid waste which is defined as biomedical waste pursuant to Chapter 64E-16.002, of the Florida Administrative Code (F.A.C).

Brush: shall mean unbundled vegetative matter resulting from homeowner created yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, tree branches, and palm fronds, which exceed four (4) feet in length and four (4) Inches in diameter, tree stumps, and other such materials that do not fall within the definition found in Section 4.14. Waste generated by commercial tree removal, land cleaning, land development, tree arborists, landscapers or lawn maintenance services is not considered Brush and is considered Construction and Demolition Debris. A property owner who desires to have Brush removed may negotiate directly with the Contractor for the removal of Brush.

Bulk Waste: Bulk waste includes such items as white goods, and household furniture.

City: City of Seminole, Florida or its Authorized Representative.

Commercial Service: shall herein refer to the Refuse, Recyclable Materials, Construction and Demolition Debris as may be permitted under Florida Statutes, collection service provided to manufacturing enterprises, restaurants, business establishments, City owned property, churches, schools, Multiple Dwelling Units, motels, hotels, office buildings, mobile parks using containerized service for solid waste, and other commercial establishments. Customers generating more than six (6) carts per week shall also be required to use Mechanical Containers.

Commercial Trash: shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of places receiving Commercial Service.

Construction and Demolition Debris (C&D): shall mean materials defined as such from time to time by the Department and Chapter 62. 701, F.A. C.

Contaminates or Contamination: means that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables.

Contract or Agreement: This Agreement and the attached rates included in the body of the contract or the Contractor proposal.

Contractor or Vendor: Waste Pro of Florida, Inc., a Florida corporation or any other corporation owned by or affiliated with Waste Pro USA.

Disposal Costs: shall mean the "tipping fees" or other costs charged to the Contractor for disposal of the waste collected by the Contractor at a transfer station, landfill, incinerator or other disposal facility.

Franchise Area: shall mean the area within the boundaries of the City.

Garbage Receptacle: shall mean a container that is made with heavy duty hard plastic or other impervious material which is hot stamped, stickered, or stenciled with the City logo, with enclosed sides and bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automatic collection of garbage and refuse. The City and the Contractor shall mutually determine the method of applying the City logo, and the City herein reserves the right to require an alternative method of identification if one or more methods is determined insufficient.

Garden and Yard Trash: shall mean vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches which shall not exceed four (4) feet in length and four (4) inches in diameter. Such trash shall be bundled or placed in containers or bags which are susceptible to normal loading and collection as other residential solid waste. No bundle or filled container shall exceed sixty (60) pounds in weight. Waste generated by commercial tree removal, land clearing, land development, building demolition, home improvement, tree arborists, landscapers or lawn maintenance services is not Garden and Yard Trash and are considered Construction and Demolition Debris.

Hazardous Waste: shall mean any solid waste or liquid waste which is defined as hazardous waste pursuant to Chapter 62-730, F.A.C.

Household Furniture: shall mean all movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house, but does not include White Goods.

Household Trash: shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Household Trash shall include, but not be limited to all small appliances, small furniture, yard toys, and building material waste from residential do-it- yourself projects. Special Waste and waste generated by building contractors or subcontractors is not Household Trash.

Incinerator: shall mean the Pinellas County Waste to Energy Plant that receives solid waste for incineration or disposal.

Mechanical Container: shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the contractor.

Multiple Dwelling Units: shall mean any building containing five (5) or more permanent living units, not including motels and hotels, which are serviced by Mechanical Container(s). Multiple Dwelling Units shall normally be required to use Mechanical Containers, except as otherwise approved by the City's Representative because of lack of suitable space for a Mechanical Container or other good reason determined in the sole discretion of the City's Representative.

Performance and Payment Bond: shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Program Recyclables: means Recovered Materials, Recyclable Materials or Recyclables collected comingled in a single container that is included in the City's recycling program. Program Recyclables shall include the following list of materials: all paper, all plastic bottles or containers, rigid and bulky plastics, glass food and beverage containers; aluminum, and tin or steel bimetal food and beverage containers. At the approval of the City, the program materials may be amended as markets develop for additional or subtracted materials.

Recycling: shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Refuse: shall mean Commercial Trash, Household Trash and Garbage or a combination or mixture of Commercial Trash, Household Trash and Garbage, and other discarded matter, excluding Recyclable Materials, Hazardous Waste, and Special Waste.

Refuse Regulations: shall herein refer to regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this Contract.

Residential Service: shall herein refer to the Refuse collection service provided to residences containing four (4) or fewer dwelling units within the designated area that are not receiving Commercial Service.

Roll off Service: shall mean the collection and disposal of Refuse from customers receiving Commercial Service compactor-compatible and open top containers.

Sludge: includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or

operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Special Waste: shall mean solid wastes listed in Exhibit F attached hereto.

White Goods: includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

July 31, 2025

City of Treasure Island
Attn: Gary J. Volenec P.E. - Public Works Director
10451 Gulf Boulevard
Treasure Island, FL 33706

RE: Waste Pro of Florida, Inc. - City of Seminole Solid Waste Services Consent Letter

Mr. Volenec P.E.,

Waste Pro of Florida, Inc. is willing to extend our City of Seminole contract prices to the City of Treasure Island if you proceed with outsourcing City Wide Solid Waste Services. As we spoke, some adjustments will be made to the rates to have them applicable to the needs of Treasure Island. We would need to account for the increase in disposal costs at the Pinellas County Solid Waste Facility that will take place effective October 1, 2025, along with the annual CPI adjustment that accompanies the disposal increase. A few other minor adjustments will need to be made that we can discuss in further detail at your convenience.

Mr. Banasiak (COO & SVP) and Mr. TenHaaf (Division Vice President) are aware of these discussions and agree to extend the rates from the Seminole contract to the City of Treasure Island with the adjustments above being implemented. I've copied them both on this correspondence as a confirmation.

Waste Pro of Florida, Inc. has already given prior verbal approval to use the rates from the Town of North Redington Beach contract and we would like to extend an invitation to any of our local contracts that the City may like to explore.

We look forward to the opportunity to expand our partnership with the City of Treasure Island.

Sincerely,



Ed Farmer
Waste Pro of Florida, Inc.
Director of Government Affairs – Southwest Florida Region

CC:
Keith Banasiak, Chief Operating Officer & Senior Vice President
Bob ten Haaf, Division Vice President
Daric Huntt, District Operations Manager

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made effective this ___ day of September, 2025 (the "**Effective Date**"), by and between Waste Pro of Florida, Inc., a Florida corporation ("**Buyer**"), and City of Treasure Island, Florida, a Florida Municipal corporation ("**Seller**").

RECITALS

A. Seller is a municipal corporation in Treasure Island, Florida, which has certain solid waste collection and disposal operations (the "**Business**").

B. Buyer desires to purchase and acquire, and Seller desires to sell, certain assets of the Business in accordance with this Agreement.

C. Other than as specifically set forth herein, Buyer is not assuming any liabilities of Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Description of Assets. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and assume from Seller, all of Seller's right, title and interest in those certain trucks and carts/containers, owned by the Business, as set forth below in this Section 1.1 (the "**Assets**"), free and clear of all liens and encumbrances:

(A) Those certain assets of the Business (trucks) as listed in Schedule 1.1(A); and
(B) Those certain assets of the Business (carts/containers) as listed in Schedule 1.1 (B)

1.2 Excluded Assets. Notwithstanding any provision of this Agreement to the contrary, the Assets shall exclude all of Seller's assets not specifically set forth herein, none of which are being sold, transferred, assigned or conveyed to Buyer pursuant to this Agreement (collectively, the "**Excluded Assets**").

1.3 Purchase Price. The purchase price (the "**Purchase Price**") for the Assets is Three Hundred Eighty Five Thousand Nine Hundred and Fifty and 00/100 Dollars ($385,950.00), less any monies required to satisfy any liens or encumbrances on the Assets or the Business that have not been paid in advance of Closing.

1.4 No Assumption of Liabilities of Seller. Buyer is not assuming, and shall not be deemed to have assumed or be liable for, any liability or obligation of Seller, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

1.5 Proration of Taxes and Other Amounts. All applicable personal property taxes assessed

with respect to the Assets ("**Taxes**"), if any, shall be prorated as of the Closing Date, with Seller being responsible for personal property taxes accruing prior to the Closing Date, if any, and Buyer being responsible for personal property taxes accruing from and after the Closing Date.

ARTICLE 2

CLOSING AND TERMINATION

2.1 Closing. The closing of the transactions contemplated by this Agreement will occur on or before October 1, 2025, or such other date as mutually agreed by the parties (the "**Closing Date**"). On the Closing Date, Buyer shall: (a) wire to Seller the Purchaser Price less any payoff amounts to satisfy liens or encumbrances, (b) pay off any amounts due to satisfy any liens or encumbrances on the Assets or the Business.

For financial reporting purposes, the Closing shall be deemed effective as of 12:01 a.m. local time on the Closing Date. At the election of Buyer and Seller, the Closing of this Transaction may take place through an exchange of consideration and documents using overnight courier service or electronic delivery.

ARTICLE 3

SELLER'S REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 3 are true, correct and complete as of the Effective Date and will be true, correct and complete as of the Closing Date.

3.2 Authorization of Transaction. Seller has full power and authority to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions. Seller is not obligated or required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

3.3 Non-contravention. Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby, will, to Seller's knowledge immediately or with the passage of time or giving or notice: (A) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction, rule or requirement of any government, governmental agency, or court to which Seller or the Assets are subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party, by which Seller is bound or to which any of the Assets are subject.

3.4 The Assets. Seller represents that the Assets are conveyed in good condition and working order and repair. Seller further covenants with the Buyer that the Seller is the lawful owner of the Assets, free and clear of all liens and encumbrances.

3.5 Taxes. To Seller's knowledge except where the failure to do so could not reasonably be expected to have an adverse effect on any of the Assets, Seller has paid all applicable Taxes, if any, together with any interest and any penalties and additions to Tax with respect thereto, due and payable to any governmental authority with respect to the Assets which are due prior to the Closing

Date.

3.6 Disclosure. The representations and warranties contained in this Section 3 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements and information contained in this Section 3 not misleading.

ARTICLE 4

BUYER'S REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 4 are true, correct and complete as of the Closing Date.

4.2 Authorization of Transaction. Buyer has the full power and authority, including full corporate power and authority, to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions. Buyer is not required or obligated to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate this Agreement.

4.3 Non-contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time or giving of notice: (A) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction, rule or requirement of any government, governmental agency, or court to which Buyer is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound.

4.4 Disclosure. The representations and warranties contained in this Section 4 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements and information contained in this Section 4 not misleading.

ARTICLE 5

ADDITIONAL AGREEMENTS

5.1 Conveyance Taxes. Notwithstanding anything in this Agreement to the contrary, Buyer shall be liable for, and Buyer agrees to pay any transfer, sales, conveyance or use taxes that become payable in connection with the sale of the Assets to Buyer pursuant to this Agreement.

5.2 Further Assurances. In case at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request.

ARTICLE 6

COVENANTS

6.1 Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties shall take such further

action (including the execution and delivery of such further instruments and documents) as any other party may request, at the sole cost and expense of the requesting party. Without limiting the foregoing, Seller shall, at the request of Buyer, from time to time, and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment, and take such other actions as Buyer may request from time to time to more effectively transfer, convey, and assign to and vest in Buyer, to put Buyer in possession and give Buyer the full benefit of, the Assets.

ARTICLE 7

MISCELLANEOUS

7.1 No Third-party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and assigns.

7.2 Entire Agreement, Modification and Waiver. This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and incorporate all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein and therein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by both parties to this Agreement. No purported waiver by any party of any default by another party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

7.3 Successors. Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.

7.4 Partial Invalidity. If any term or provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid, shall both be unaffected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same Agreement. Facsimile or electronic execution and delivery of this Agreement constitutes legal, valid and binding execution and delivery hereof for all purposes.

7.6 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any

respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

7.7 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, by delivering the same in person to such party, or by facsimile during normal Businesses hours with delivery verification.

(a) If to Seller, addressed to:

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Attn: Charles Van Zant, City Manager

(b) If to Buyer, addressed to:

Waste Pro of Florida, Inc.
2101 West State Road 434, Suite 315
Longwood, FL 32779
Attention: Sean Jennings, Chief Executive Officer

7.8 Survival. Articles 1, 3, 4, 5, 6, and 7, shall survive the Closing and shall continue in full force and effect thereafter.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER: CITY OF TREASURE ISLAND, FLORIDA

By: _____
Charles Van Zant
City Manager

BUYER: WASTE PRO OF FLORIDA, INC.

By: _____
Keith Banasiak
Chief Operating Officer

Schedule 1.1(A)
Trucks

Unit	Year	Make/Model	VIN	Miles	Hours	Body	BSN
385	2019	Mack/LR	1M2LR1GC8KM001302	46070	7896	612-3201 25 YD REL	FP502-4273
317	2018	Mack/LR	1M2LR02CXJM003150	48853	6856	612-3611 28 YD ASL	7E7306116
325	2018	Peterbilt/520	3BPDHJ8XXJF186425	45730	5839	612-3609 22 YD ASL	7E7306032
374	2019	Mack/LR	1M2LR1GC6KM001301	63155	10873	612-3201 25 YD REL	FP5024332
380	2019	Mack/LR	1M2LR1GC2LM003306	52756	8074	612-3201 25 YD REL	FP5024332

Schedule 1.1(B)
Carts and Containers

Residential, Multi-Family and Commercial carts and containers that are currently onsite at customers' locations or are in inventory that are property of the City. This does not apply to any customer owned carts, containers, and equipment or property of another hauler.

September 5, 2025

City of Treasure Island
Attn: Victor Ortiz, Finance Director
10451 Gulf Blvd.
Treasure Island, FL 33706

Re: Solid Waste Services – Contract Extension Request

Dear Mr. Ortiz,

Thank you for trusting Waste Pro to provide full-service solid waste collection services to the residents and businesses of Treasure Island. We look forward to starting these services effective October 1, 2025.

The Seminole agreement that we will be utilizing to piggyback on has an initial term that will end on November 30, 2027. Waste Pro would like to request that the additional seven (7) renewal term be agreed upon now and go into effect on December 1, 2027. This will allow for the continuity of services under the same terms and conditions as outlined in the agreement.

We truly value the City of Treasure Island's relationship and look forward to this next chapter of our partnership.

Please feel free to contact me should you have any questions regarding our request.

Kind regards,

Robert Ten Haaf, Division Vice President
Waste Pro of Florida, Inc.
T: 980-279-9998
E: btenhaaf@wasteprousa.com

CC:
Gary J. Volenec, Public Works Director P.E.
Daric Huntt, Regional Operations Manager
Andrew Mekemson, District Manager
Ed Farmer, Director Government Affairs – SWL FL

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND WASTE PRO OF FLORIDA, INC.
PERTAINING TO
SOLID WASTE SERVICES

This Contract is made and entered into on the _____ day of _____, 2025 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida, 33706 (**"CITY"**), and Waste Pro of Florida, Inc., whose address is 5170 126th Ave. North, Clearwater, FL 33760 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, pursuant to its procurement policies and procedures, when in its best interest, the City is authorized to contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, the CONTRACTOR has submitted a competitive proposal to City of Seminole for City Wide Solid Waste Services in response to Request for Proposals due by Friday, September 11, 2020;

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor subsequently entered into a contract with City of Seminole dated October 14, 2020 ("Original Contract"), which is attached hereto along with a copy of the Solicitation and copies of Contractor's response, the bid tabulation, and award—if applicable—as **Composite Exhibit A**; and

WHEREAS, the Original Contract provide and the Contractor agreed to make available to the City the prices submitted under the terms and conditions of the Original Contract, which the City desires to piggyback off of as depicted on the scope of work, which is attached hereto as Exhibit B ("City Project"); and;

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform the City Project pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the City Project and the City Commission desires to procure those services under the same terms, conditions, and specifications as of the Original Contract.

NOW THEREFORE, in consideration of the mutual benefits to the City and Contractor, the receipt and adequacy of which is hereby acknowledged, the following covenants are set forth, which the parties hereby agree to as follows:

1. The above recitals and all exhibits hereto are true and correct and are incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City's ability to enter into this Agreement. Contractor shall fully indemnify, defend, and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The scope of work is identified in the Original Contract, and the Contractor's scope of work with the City is more specifically defined in Exhibit B attached hereto and incorporated herein. Contractor agrees to furnish all labor, equipment, machines, and the skill necessary for the entire work effort as set forth in the Original Contract to the satisfaction of the City or its duly authorized representative.

3. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the City Project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser (Exhibit B).

4. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Original Contract, including any exhibits and/or addenda, this Agreement takes precedence over the Original Contract and its exhibits and/or addenda and any inconsistency between the Original Contract and its exhibits and/or addenda shall be resolved by giving precedence to the Original Contract.

5. Contractor shall bill charges for collection services to each individual account. Contractor may offer discounts for payments paid in full for the entire annual bill or the remaining balance. There will be no rate adjustments or increases to those accounts paid in full for the contract year. Contractor shall bill customers on a regular basis, no less than monthly. Contractor shall offer an AutoPay option to customers.

6. Prior to this Agreement taking effect, Contractor shall have in place the insurance coverages required by the Original Contract and shall provide certificates of insurance reflecting that the City, its agents, employees, and public officials are named as additional insureds. Prior to commencement of the City Project, Contractor shall have in place the bonds required by the Original Contract for the benefit of the City.

7. 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, but only to the extent not solely 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 the City beyond the City's expressed written contractual obligations contained within this Agreement, 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 or the Original Contract.

8. 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

Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (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. Contractor understands and agrees that failure to provide access to public records will be a material breach of this Agreement and may result in termination. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (727) 547-4575 EXT. 229, CITYCLERK@MYTREASUREISLAND.ORG, AND CITY HALL, 10451 GULF BOULEVARD, TREASURE ISLAND, FL 33706.

9. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

If to the City:	**If to the Contractor:**
City of Treasure Island, Florida	Robert Ten Haaf, Division VP
Attn. City Manager	Waste Pro of Florida, Inc.
10451 Gulf Boulevard	5170 126th Ave. North
Treasure Island, Florida 33706	Clearwater, FL 33760

With required copy to:

City Attorney, City of Treasure Island, Florida

Sabatini Law Firm, P.A.

1601 E. 1st Ave.

Mount Dora, Florida 32757

Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

10. MISCELLANEOUS.

a. This Agreement represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Agreement.
b. This Agreement is not assignable. Any modification to this Agreement must be made in writing, executed by both Parties.
c. This Agreement will be governed and construed in accordance with the laws of the laws of the State of Florida. The Parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
d. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
e. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any actions, damages, and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Agreement will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any Party to the Agreement, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement, or understanding not expressed in this Agreement has been made to an adverse party and that the terms of this Agreement are contractual and not a mere recital.
f. All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
g. Each of the Parties to this Agreement covenants to the other Party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or

managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth below.

h. This Agreement must be executed by the respective duly authorized officials and will take effect as of the Effective Date and remain in effect as provided in the Original Contract.

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

j. 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. 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.

k. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed as of the Effective Date.

AS TO CONTRACTOR:

Witness:

Ed Farmer
Signature

Ed FARMER
Print Name

Witness:

Signature

Ben Vander Baan
Print Name

WASTE PRO OF FLORIDA, INC
Company Name

ROBERT A. TEN HAAF
Printed Name

DIVISION VICE PRESIDENT
Title

Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

City Clerk

City Manager

POWER OF ATTORNEY

This Power of Attorney is made this 3rd day of September 2025. I, Sean Jennings, President and Chief Executive Officer of Waste Pro of Florida, Inc., hereby appoint Robert TenHaaf, Division Vice President, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to the Contract Between the City of Treasure Island and Waste Pro of Florida, Inc., pertaining to Solid Waste Services, including any addendums.

2. The Power of Attorney is intended to grant broad powers to Robert TenHaaf to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

SEAN JENNINGS
President and Chief Executive Officer
Waste Pro of Florida, Inc.

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 3rd day of September 2025, by Sean Jennings as President and Chief Executive Officer for Waste Pro of Florida, Inc.

(Signature of Notary Public)

VALENTE VELEZ
Notary Public - State of Florida
Commission # HH 627534
My Comm. Expires Mar 9, 2029
Bonded through National Notary Assn.

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced _____

Exhibit B - Fee Schedule

RESIDENTIAL

Service	Price	Comments
Overall Residential Rate	$21.80	Per Customer Monthly Charge
Curbside Trash Pick Up (2x per week)	$0.00	Included in Residential Rate
Weekly Recycling Service	$0.00	Included in Residential Rate
Yard Waste (Up to 2 CY/day)	$0.00	Included in Residential Rate
Household Bulk Waste Pick Up	$0.00	Included in Residential Rate. Call for pick up. Four per year.
(1) 96 Gallon Solid Waste Cart	$0.00	Included in Residential Rate
(1) 96 Gallon Recycling Cart	$0.00	Included in Residential Rate
Additional 96 Gallon Solid Waste Cart	$60.23	Paid by Residential Customer
Additional 96 Gallon Solid Waste Cart Pick Up	$17.78	Paid by Residential Customer
Additional 96 Gallon Recycling Cart	$60.23	Paid by Residential Customer
Additional 96 Gallon Recycling Cart Pick Up	$12.04	Paid by Residential Customer
Additional Household Bulk Waste Pick Up	$24.09/CY	Paid by Residential Customer
Additional Yard Waste Pick Up per CY	$18.07/CY	Paid by Residential Customer

PUBLIC/CITY PROPERTIES

Service	Price	Comments
Two Annual Special Events	$ 0.00	Included in Service Contract
Recycling City Buildings	$ 0.00	Included in Service Contract
Carts/Dumpsters/Roll Offs City Properties	$ 0.00	Included in Service Contract

COMMERCIAL CONTAINER MONTHLY RATES

Rear or Front Loader Container (Dumpster) Service for the following monthly unit prices:

Monthly Rate						
Container Size	**1x Week**	**2x Week**	**3x Week**	**4x Week**	**5x Week**	**6x Week**
1 Cubic Yard	$ 47.33	$ 94.65	$ 141.98	$ 189.31	$ 236.63	$ 283.96
2 Cubic Yard	$ 94.65	$ 189.31	$ 283.96	$ 378.62	$ 473.27	$ 567.92
3 Cubic Yard	$ 141.98	$ 283.96	$ 425.94	$ 567.92	$ 709.90	$ 851.88
4 Cubic Yard	$ 189.31	$ 378.62	$ 567.92	$ 757.23	$ 946.54	$ 1,135.85
6 Cubic Yard	$ 283.96	$ 567.92	$ 851.88	$ 1,135.85	$ 1,419.81	$ 1,703.77
8 Cubic Yard	$ 378.62	$ 757.23	$ 1,135.85	$ 1,514.46	$ 1,893.08	$ 2,271.69

Extra Pick Up/Dump Per Container (any size): $86.51

COMMERCIAL RATES

Service	Price	Comments
Roll Off Disposal Charge (Cubic Yard/Per Ton)	$58.86/ton	Adjusted as requested by Pinellas County Solid Waste
Commercial Bulk	$10.36/yard	
Roll-Offs (Daily Fee)	$0.00	No Charge
Delivery/Wash Out Fee (Roll-Off)	$97.60	
Swap Out Fee	$240.75/haul	per haul
Relocation Fee (Roll-Off)	$65.06	
Trip Charge / Hauling Fee	$240.75/haul	per haul

Roll Off Delivery Rates: $97.60/delivery - for all size containers (10-, 20-, 30-, or 40-yard)

Roll Off Haul Rates: $240.75/haul plus applicable disposal charges - for all size containers (10-, 20-, 30-, or 40-yard)

COMMERCIAL CART RATES

Service	Price	Comments
96 Gallon Solid Waste Cart	$17.85/pick up/cart	Paid by Commercial Customer
96 Gallon Recycling Cart	$11.91/pick up/cart	Paid by Commercial Customer

Example for 96 Gallon Solid Waste Cart: $17.85 x 2 Carts x 2 Times Per Week Frequency x 4.33 (Weeks Per Month) = $309.16 per Month

ADJUSTMENT TO RATES

(1) Changes in Collection Price. All compensation payable to the Contractor for services hereunder, with the exception of the disposal charges, shall be adjusted upward or downward annually, with the approval of City administration which shall not be unreasonably withheld.

a. The following indexes are used to calculate the adjustment for each cost component category.

i. Consumer Price Index (CPI): The change in the CPI shall be calculated as the percentage change from June of the preceding year to June of the current year. The CPI adjustment shall become effective on October 1, 2026 and every subsequent Contract Year thereafter for the term of this Contract.

ii. Fuel and Oil: The change in the average price of diesel fuel for the Lower Atlantic No. 2 Diesel Retail Sales by All Sellers (reported by the Energy Information Association as Series PADD 1 C) will be used to adjust the fuel and oil cost component. The fuel and oil component shall be first adjusted effective October 1, 2026. The fuel and oil adjustment shall be calculated based on the average of each monthly change in Series PADD 1 C from June of the preceding year to June of the current year, and every subsequent year thereafter of the Contract term.

(2) Changes in Disposal Cost. The actual Disposal Cost charged to the Contractor for disposal of items collected pursuant to the Contract may change from time to time. In the event of such change in the Disposal Cost, or a change in the location of the disposal site (as required by Pinellas County), the costs associated with such changes shall cause a change to the compensation payable as provided in the Fee Schedule.

(3) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling or transportation of Refuse and Recyclable Materials pursuant to this Agreement.