BOARD OF COMMISSIONERS REGULAR WORKSHOP
MONDAY, SEPTEMBER 18, 2023 – 7:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

- THIS MEETING WILL IMMEDIATELY FOLLOW THE 6 PM CITY COMMISSION MEETING -

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan
City Manager Amy Davis

B. DISCUSSION

B.1 Approval of the Tampa Bay Corporate SportsFest 2024
2024 Site Layout w Measurements 07 08 23.pdf
Treasure Island SportsFest Proposal 2024.pdf
Tampa Bay Corporate Sportfest 2024 Contact and General Conditions (BMO Comments) (02573087-2).pdf

B.2 Consideration to enter into a Non-Exclusive License Agreement with St. Pete Hydro-Cycle, LLC
St Pete Hydro-Cycle Backup Material.pdf
St. Pete Hydro-Cycle LLC _License (BMO Review) (02577616-2).pdf

B.3 Discussion of sandbag use during preparation for a tropical storm/hurricane

C. PUBLIC COMMENT

D. ADJOURNMENT

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

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. B.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: September 18, 2023

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Request to Commission

AGENDA SECTION: DISCUSSION

SUBJECT: Approval of the Tampa Bay Corporate SportsFest 2024

BACKGROUND: The Florida Corporate SportsFest, Inc. held the first Tampa Bay Corporate SportsFest in Clearwater Beach and has been coordinating the annual team building event over the past thirty-nine (39) years in Pinellas County. The annual Tampa Bay Corporate SportsFest has been held in the City of Treasure Island on the public beach since April 2022.

Upwards of 4,000 attendees and 200 employee teams from Tampa Bay Companies and Organizations participate in the annual Tampa Bay Corporate SportsFest.

The event is produced by Florida Corporate SportsFest, Inc. Founder/Executive Director Dave Baughman and Director of Operations Parker Rabow.

The Florida Corporate SportsFest organization is an established, well-organized operation that has worked closely with the Parks and Recreation Department to ensure the event is carried out in a professional manner.

POLICY/PURPOSE: Commission approval is requested to host the 40th Annual Tampa Bay Corporate SportsFest in Treasure Island

STRATEGIC PLAN RELEVANCE: **Community Road Map:** Goal 1, Objective 3, Expand programming opportunities and unique community events **Financial and Economic Development Road Map:** Goal 1, Foster a vibrant business community

ANALYSIS/DISCUSSION: The 40th annual Tampa Bay Corporate SportsFest will be held

on Saturday, April 20, 2024, on the public beach from 104th to 107th Avenue. Opening Ceremonies begin at 9:00am with the competition from 9:30 am to 4:00 pm. Competitions will include volleyball, tug-of-war, corn toss, dodgeball, and surf & turf relays. Other activities will include a DJ, bar and food trucks. The Tampa Bay Corporate SportsFest has invited the Mayor and Commissioners to participate in the Opening Ceremonies.

Tampa Bay Corporate SportsFest will promote the City of Treasure Island as the host city through a regional promotional campaign. The City's new rebranding logo will be added to all promotional material including social media, website, publications, etc.

Event setup and breakdown will be held as follows:

- Pre-Setup to measure the beach and fields for the competition areas will be held on Saturday, April 13th and Sunday, April 14th.from 9:00 am to 5:00 pm
- Setup of competition arena and event areas is scheduled from Monday, April 15 through Friday, April 19 from 9:00 am to 5:00 pm each day.
- Breakdown will occur at the conclusion of the competition and will be completed by 9:00 pm on Saturday, April 20, 2024.All commercial equipment including tents, staging, tables and chairs will be secured for safety and removed from the beach on Monday, April 21, 2024

The event organizer has provided the attached site plan. Tampa Bay Corporate SportsFest is required to maintain adequate walking lanes and pathways for beachgoers, emergency and service vehicles to access the beach.

Non-Motorized Trailers

- SportsFest utilize four (4) 16-foot enclosed trailers to store event equipment will be brought to the beach on Saturday, April 13th and then parked at the Community Center through Sunday, April 21, 2024. Applicable parking fees will apply and arranged through the Finance Department.
- SportsFest is requesting a designated utility trailer staging area for vendor trailers south of the Hippo Water Slide from Saturday, April 13 through Sunday, April 21, 2024

Motorized Vehicles

- No vehicles will be permitted to park overnight or drive on the public beach other than for the approved hours for setup and breakdown.
- Food trucks will be allowed on the beach on the day of the event only. Food trucks can setup no earlier than 7:00

am and be removed from the beach no later than 6:00 pm on Saturday, April 20, 2024

- One (1) pickup truck will be permitted for setup and breakdown from April 13 through April 20, 2024, between the hours of 9:00 am to 5:00 pm. No vehicles other than utility vehicles and food trucks will be permitted on the beach on the day of the event.
- Utility vehicles will be permitted on the beach to be used for setup, breakdown and on the day of the event from 9:00 am to 5:00 pm from April 13 through April 20, 2024.
- Commercial equipment vendor trucks will be permitted to drive on the beach for setup and breakdown of equipment only.
- Vehicles are to avoid driving over the mobility mat.
- The event organizer is requesting to park a forklift in Gulf Front Park from Monday, April 15 through Monday, April 22. The forklift will be used throughout the event including setup and breakdown. City staff recommends that Tampa Bay Corporate Sportsfest pay the applicable fee for metered parking at Gulf Front Park. The event organizer will be responsible for securing the parking space for the forklift during the approved specified days.

The event coordinator must obtain a permit from the Florida Department of Environmental Protection (FDEP) and the Florida Fish Wildlife Commission (FWC) to hold the event on the public beach. Additionally, written approval from the Division of State Lands under the existing Memorandum of Understanding is required. The event organizer is requesting that city staff till the volleyball courts area and tug-of-war arena, which must be approved by FDEP. The permit must be posted conspicuously on site from setup on April 13, 2024, through breakdown on April 22, 2024.

Tampa Bay Corporate SportsFest has provided the following Safety Plan:

- Treasure Island Fire Department will provide for a two-person dedicated EMS unit at the First Aid Tent on standby during the event.
- The Treasure Island Police Department will assign two dedicated Officers to the event.
- Tampa Bay Corporate SportsFest will provide a certified lifeguard for the Surf & Turf Relay. As this competition extends from the event area west to the shoreline, Tampa Bay Corporate SportsFest will need to coordinate with Taylor Beach Services to relocate or move cabanas during the event.
- Tampa Bay Corporate SportsFest will provide two (2) security guards overnight Friday, April 19 to oversee the event area.

Tampa Bay Corporate SportsFest shall adhere to and inform participating teams of the City Ordinances prohibiting animals, glass, grills or open flames, and smoking on the beach. The event organizer should also adhere to the Leave No Trace and signage ordinance.

Any electrical installation, whether temporary or permanent, shall be permitted and installed by a licensed electrical contractor and inspected by the City of Treasure Island Building Division prior to use. The event organizer agrees to pay an electrical fee charge of one hundred dollars ($100) to use the electricity on the public beach. The event organizer will not be using any light towers.

Attendees will utilize the restroom facilities at Gulf Front Park. Additionally, the event organizer will provide no less than eight (8) portable toilets to be stationed at Gulf Front Park and as determined by the Parks and Recreation Department.

Tampa Bay Corporate SportsFest staff and volunteers will distribute trash bags to all teams, distribute trash cans throughout the event area, bag trash and place in a designated location in the event area. Parks and Recreation Department staff will dispose of the trash from the designated location. Tampa Bay Corporate SportsFest will coordinate with Keep Pinellas Beautiful/TI Adopt-A-Beach to clean the beach after the event and restore to pre-event condition.

All About Food Trucks and the Bilmar Beach Resort/Sloppy Joes Restaurant will be providing the food and beverage concessions during the event. Both vendors will be required to obtain the necessary licenses, permits and insurance for the sale of food and alcohol on the public beach and submit a copy of those licenses and permits to the Parks and Recreation Department.

Florida Corporate SportsFest Inc, All About Food Trucks and the Bilmar Beach Resort will be required at minimum to provide evidence of Workers Comp & General Liability insurance naming the City of Treasure Island as an additional insured entity in an amount of no less than One Million Dollars ($1,000,000). As a requirement, the event organizer and vendors driving on City property will need to add Business Automobile Insurance and Host Liquor Liability if serving alcohol. It will be the responsibility of Tampa Bay Corporate SportsFest to ensure that all vendors submit the required permits and insurance to the Parks and Recreation Department a minimum of one week prior to the event.

Each SportsFest sponsor is provided a 10x10 tented booth on the day of the event should the City of Treasure Island desire to promote the city. There will also be up to six (6) non-food vendors utilizing 10x10 tents. Tents larger than 10x10 will require a permit from Community Development Department. The event organizer will utilize up to twenty (20) 20x20 tents for various competitions and concessions. The FDEP and the City of Treasure Island Community Development Department will need to approve tents larger than 10x10. The event organizer will be responsible for the costs associated with permits for the applicable 20x20 tents, which is to be obtained through the Community Development Department.

St Petersburg College is a Tampa Bay Corporate SportsFest sponsor. Parking at the Gibbs Campus is the designated offsite parking and shuttle location for participants. Between 12-15 shuttle buses will operate between the hours of 7:00 am and 6:00 pm to transport participants and guests to and from the event area. The Treasure Island Community Center is the designated drop off and pick up location. Tampa Bay SportsFest donates $2,000 to the Student Retention Program at St Petersburg College Gibbs Campus. Other event participants will park in public and private metered parking lots at the applicable rate.

Tampa Bay Corporate SportsFest is requesting up to forty (40) reserved VIP and staff parking at the Community Center parking lot on the day of the event. The event organizer will coordinate with the Finance Department to reserve the parking spaces and pay the applicable fee. The event organizer will be required to cone off and man the parking area on the day of the event.

Tampa Bay Corporate SportsFest utilizes various organizations to provide volunteers for the event. In addition, the event organizer enlists volunteers from other local volunteer organizations. Non-Profit groups wishing to volunteer will receive $1,200 each. This fundraising opportunity is available to all City of Treasure Island community associations and organizations.

The term of the contract is to include the 40th annual Tampa Bay Corporate SportsFest on Saturday, April 20, 2024, with a renewal term of three additional one-year terms for the annual event. Each subsequent year's dates will need to be scheduled and approved through the Parks and Recreation Department. Any significant requests for changes to the contract for the annual race will need to be approved by the City Commission.

FUNDING: The Adopted Fee Schedule states that all events on public

property or the public beach which are open to the public for fee or not, or for profit or not, require City Commission approval, Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission

If the event is approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

1. Low Impact - $500
2. Medium Impact - $1,000
3. High Impact - $2,000

Tampa Bay Corporate SportsFest will be responsible for paying the High Impact Special Event Fee and reimburse the City of Treasure Island for all staff costs associated with the event as published in the annual Adopted Fee Schedule.

The Treasure Island Fire Department will provide for a two-person dedicated EMS unit on standby during the event.

The Treasure Island Police Department will assign two dedicated Officers to the event.

The Parks and Recreation Department will provide two staff members for trash disposal.

Public Works staff has been requested to till the volleyball courts area and tug-of-war arena, which is contingent on FDEP approval.

MOTION:

I move to approve / deny the request from the Florida Corporate SportsFest to host the 40th annual Tampa Bay Corporate SportsFest on Treasure Island public beach from 104th to 107th Avenue and to authorize the City Manager to enter into a contract with Florida Corporate SportsFest approving the terms and contingent upon approval from the Florida Department of Environmental Protection.

ATTACHMENTS:

2024 Site Layout w Measurements 07 08 23.pdf
Treasure Island SportsFest Proposal 2024.pdf
Tampa Bay Corporate Sportfest 2024 Contact and General Conditions (BMO Comments) (02573087-2).pdf

TAMPA BAY CORPORATE SPORTS FEST

2024

CC COM CTR/FIRST AID
VB 1 VOLLEYBALL COURT
MOR STAGE
MOR TV
MONSTER REHAB SAMPLING
BILMAR Food & Bev
SPONSOR BOOTHS & TENTS
CIGNA & TIA TENTS
FOOD TRUCKS
TRASH CANS
PORT A POTTY



40TH ANNUAL

Saturday, April 20th, 2024

A TEAM BUILDING BLAST ON THE BEACH!

Starring Over 3000 Fun-Loving Employees Proudly Representing Hundreds of Bay Area Businesses.

Treasure Island Host City Proposal

Objective: To celebrate and support our beautiful beaches and our vibrant Tampa Bay Business Community. This is accomplished by inviting all bay area companies & organizations to team-up and head to the beach for an inspiring, fun-filled day of sports, where employees can proudly show their team spirit and company pride!

Background: Florida Corporate SportsFest, Inc. held the first Tampa Bay Corporate SportsFest in 1983 on Clearwater Beach and has been coordinating this annual team building tradition on Pinellas County's favorite beaches for the past 39 years. Upwards of 4000 enthusiastic employees team up annually to proudly represent upwards of 200 Tampa Bay Area Companies and Organizations. Corporate SportsFest's success is built on two basic principles:

1. To participate, "No Athletic Skill is Necessary… just Team Spirit and Company Pride!"
2. Inviting hardworking, fun-loving Floridians to team up with friends and coworkers for a ***Team Building Blast on The Beach…*** is not a hard sell.

Produced by: Florida Corporate SportsFest, Inc.
Founder/Executive Director: Dave Baughman
Director of Operations: Parker Rabow
Contact information:
Address: 8536 Alessandria CT., Naples, FL 34114
Cell: 970 443-9719 / email: dave@sportsfest.com / Cell: 813 244-4682 parker@sportsFest.com
Website: www.SportsFest.com
Dave Graduated from North Carolina State University earning a master's degree in Recreation Resource Management with a focus on Industrial Recreation & Corporate Fitness.

Event Details:

Event: 40th annual Tampa Bay Corporate SportsFest
Host Resort: Bilmar Beach Resort, **Host City:** Treasure Island
Competitions include: Volleyball; TUG-of-WAR; Dodgeball; Corn-Toss and the Surf & Turf Relays
Services include: Food Truck Park by "All About Food Trucks".
Date: Saturday, April 20th, 2024
Time: Opening Ceremonies 9:00 am, competition 9:30 – 4:00 pm
Location: Treasure Island Public Beach from 104th Ave beach access to 107th Ave.
Open to the Public, *No Charge*

What Makes Up a Team: A register team averages 20 coed members made up of employees, friends, and family. Teams can be as few as 12 and we recommend registering a second team or more if you exceed much over 30. The events are coed, so it is recommended that a team recruit a minimum of 6 males and 6 females to compete successfully.

The Team Competitions: (Each company team is scheduled for each of the 5 team events. See www.sportsfest.com for additional competition details downloads and videos.)

- ***Beach Volleyball:*** 6 men/6 women, subs welcome, three games guaranteed, court winner moves on to Championship round, as many as 20 Courts.
- ***TUG-of-War:*** 3 men/2 women, subs welcome, Tug Arena features four ropes and 8 teams tug at once, tugs last one minute and the team with the advantage is declared winner. Single elimination tournament, Session winners move on to Championship round.
- ***Beach Dodgeball:*** 3 men/3 women, subs welcome, Dodgeball Arena is made up of 8 separate 10' high netted in courts, 16 teams play at once, matches last 5 minutes, single elimination tournament, Session winners move on to Championship round.
- ***Surf & Turf Relays:*** 4 men/3women, 8 teams per heat, upwards of 20 heats, fasted timed team in each heat moves onto Championship heats. Event consists of a tube relay race with female rider, the "Izzy-Dizzy", and a couple kayaks the last leg of the relay.
- ***Corn-Toss:*** 2 members per team, male or female, single elimination tournament. 16 courts in the Corn-Toss Arena, Session winners advance to Championships.

Applicable Setup and EVENT Dates & Terms

The EVENT is scheduled to be set up and held from Saturday, April 13 to Monday, April 22, 2024, with competition day on Saturday, April 20, 2024. The EVENT will consist of pre-setup (beach measurement), days on Saturday, April 13, 2024, and Sunday, April 14, 2024, from 9;00 am to 5:00 pm. Setup begins Monday, April 15, 2024, to Friday April 19, 2024, from 9:00 am to 5:00 pm. The competition day will be on Saturday, April 20, 2024, 9:00 am to 4:00 pm. The breakdown of all Florida Corporate SportsFest, Inc. owned equipment and trash will begin also on Saturday, April 20, 2024, from 4:00 pm to 9 pm and shall be completed prior to sunset or be lighted after sunset in accordance with the Florida Department of Environmental Protection permit. Rented tents, tables, chairs and staging will be removed from the beach by the contracted vendor by Monday, April 22, 2024. EVENT setup may occur no earlier than 9:00 am on pre-setup and setup days, with breakdown being completed by no later than 9:00 pm on Saturday and 5:00 pm Monday, April 22, 2024.

Participant Parking & Shuttle Plans: SPC is a SportsFest sponsor. The 1200 space Gibbs campus parking lot is the designated SportsFest parking & shuttle location for those participants not staying in accommodations on Treasure Island beach. Twelve to fifteen shuttle buses will operate from 7 am to 6 pm to transport participants and guests to and from Treasure Island's IT Park area on the day of the event. In appreciation, SportsFest donates $2,000 in support of the SPC Gibbs campus Student Retention program.

In support of the City of Treasure Island, SportsFest will coordinate with the Treasure Island Recreation Department to promote event paid parking in surrounding city parking lots.

Food & Beverage Concessions: "***All About Food Trucks***" & the ***Bilmar Beach Resort,*** will be providing food and beverage sales on the beach and they will be retaining the necessary permits and insurance

required by the City of Treasure Island. The Bilmar Beach Resort will be providing alcoholic beverage sales. Food trucks will be required to be on the beach by no later than 9:am the morning of the event.

Sponsor and Vendor Booths: Each SportsFest sponsor is entitled to a 10' x 10' tented booth, including the City of Treasure Island, only a few will request one. There may be up to 5 or 6 non-food vendors during the tournament, but they will not utilize tents larger than 10'X10'. SportsFest welcomes and supports the involvement of local businesses.

Tents Larger than 10'X10': SportsFest anticipates utilizing upwards of fifteen (15) 20' X 20' tents.

- Command Ctr/First Aid: One 20'X20'
- Sponsor Team Tents: 11 - 20'X20's
- Dodgeball: operations & staff shade: One 20'X20'
- Surf & Turf Relays operations & staff shade: One 20'X20'
- TUG-A-WAR: 1 20'X20'
- Bilmar Beach Resort Concessions: May be utilizing two 20'X20's

Staffing and Fundraising Initiatives: Lambda Chi Alpha philanthropic fraternity of FL Southern College, will coordinate with Florida Corporate SportsFest's key staff members to measure, set-up, coordinate, and breakdown the event. For their contribution, Lambda Chi Alpha will be awarded a $5,000 donation to apply to their annual philanthropic programs.

Additional Staffing Fundraising Opportunities exist for local organizations: SportsFest enlists the assistance of additional local organizations to staff our event competitions on the day of the event. In turn, these organizations receive a $1,200 donation for each competition staff. Each competition requires a staff of 18 – 25 members to efficiently and effectively officiate and coordinate the games. Some of the non-profit organizations we traditionally work with are St Pete Chamber Young Professionals, Eckerd College Soccer, MacDill AFB Clubs, SPC Gibbs Campus Athletics, Sunny Beaches Senior Women's Softball Team.

Economic Impact: Upwards of 200 local companies and 4000 active young professionals attend the Tampa Bay Corporate SportsFest tradition. Participants and families will be encouraged to stay in local Treasure Island hotels and other accommodations making it a SportsFest weekend getaway. SportsFest traditionally sells out the host community's hotel and resort accommodations, packs restaurants, and substantially increases the volume of business downtown stores and businesses will experience. The Bilmar Beach Resort and Sloppy Joe's have endorsed this event, stating the positive impact the festival will have. Attendees will be encouraged to utilize the City's metered parking at the Gulf Front Park lot, City Center lot and the Community Center parking lot, as well as other metered lots City-wide. The event organizers will also encourage ride-sharing alternatives like Uber and Lyft.

Set Up & Breakdown Plans:

- **Set-Up & Breakdown Staff:** Paid labor and Lambda Chi Alpha philanthropic fraternity, FL Southern College
- **Pre-Set-Up and Set-Up Days:**

- Pre-Setup (beach measurement), Saturday, April 13th & Sunday, April 14th, a crew of 6 key staff members will measure and mark with 1" color coded PVC, the placement location of each event element that is shown on the submitted Site Plan.
- On Monday through Friday, April 15th – 19th, our paid labor along with our Lambda Chi Alpha Set-up teams and contracted tent rental company will use these measurement marks to identify and set up these site elements with accuracy in accordance with the submitted Site Plan. These elements include each event arena, volleyball courts (16 – 20), designated team sites, the stage, tents, tables, booths, dune protection and walking lanes for beach goers and City and emergency vehicles to conveniently access the beach and event venues.

- **Breakdown:** All elements of SportsFest accept those rented and set-up by US Tent Rentals or other contracted vendors, will be broke down, packed up and removed from the beach by Saturday April 20th at 9:00 pm, including cleaning the beach of trash according to the "Leave No Trace Ordinance City Code, §58-51". We will work with Carrie Auerbach with Treasure Island Adopt a Beach organization to ensure the beach is satisfactorily clean. Items rented through US Tent Rentals will be picked up on Monday. These items include tents, the stage, Emcee platforms and tables and chairs, they will be neatly stacked in safe low stacks for ease of pick-up throughout the event area. I will be on hand during and after the US Tent Rental pick up to ensure that the "Leave No Trace Ordinance City Code, §58-51" is met.
- **Non-motorized equipment:**
  - SportsFest uses four 16-foot enclosed trailers to store the equipment necessary to set-up, coordinate, and breakdown the event. These units are brought to the beach Saturday April 13th, and will be centrally located at the Command Center through Sunday morning April 21st. Their central location is vital, and greatly facilitates the safe and efficient set-up, breakdown, and coordination of SportsFest events. Their strategic location alleviates much of the need for motorized vehicles having to transport equipment on and off the beach through beachgoer access routes throughout the week and the day of the event. Safety and efficiency are greatly enhanced by having the SportsFest equipment trailers centrally located at the Command Center.
  - Several small open bed trailers are used to safely transport heavier items to event locations and trash to City designated locations on the outside parameters of the event.
  - Once again, I'm requesting a designated Utility Trailer staging area for set-up and vendor trailers on the beach, south of the Water Slide. Staging area is needed from Saturday, April 13th through Sunday April 21st.
- **Motorized equipment:**
  - Several Gators, 4-wheel drive trucks and a Forklift are used to safely transport heavier items and trash to their designated locations during set-up and breakdown. No motorized vehicles will remain on the beach overnight.
  - US Tent Rental (or another vendor) vehicles will need to access the beach to deliver and set-up tents larger than 10'x10' on Tuesday or Wednesday, April 16th & 17th and deliver 200 plus tables and chairs for onsite distribution Thursday the 18th. They will also set-up a 16'X24'x24" stage and two to three event Emcee platforms 8'X8'X48". They will return and remove all items by Monday, April 22nd.

- **Trash Removal Plan:** SportsFest Staff will bag and remove all trash from team and event areas throughout the day of the event and place bagged trash in designated fenced in 10'X10' areas on the outside parameters of the event where City personnel can conveniently access and remove it throughout the day. Additional trash cans will be dispersed in key locations throughout the event to facilitate keeping the event clean.

- **Tilling of Volleyball Courts and Tug-of War Arena:** SportsFest once again is requesting permission from the City of Treasure Island to till the Volleyball Courts and Tug-of War Arena. This request will be made to the FDEP as well.

Safety Plan:

- **SportsFest will maintain adequate walking lanes** to allow beach goers and City service vehicles and emergency vehicles to access the beach and all the entertainment and competition venues. (See Site Plan)
- **First Aid:** SportsFest will provide EMS First Aid personnel or seek to enlist or hire the City of Treasure Island Fire Rescue to be on hand at the Command Center.
- **Lifeguard for Surf & Turf Relay:** SportsFest will provide a lifeguard for this competition.
- **SportsFest Security:** SportsFest employee participants are made up of mostly professionals there for a fun-filled day of camaraderie and to proudly represent their organization and to show good sportsmanship. For 38 years we have not experienced any security incidents but have worked with the local municipalities to ensure public safety for the community and our attendees. With that said, we have agreed to pay for TI Police Officers to monitor the event and check in and be in communications with our Command Center to lend support if needed, just as they did during SportsFest 2023.
- **Overnight Security:** SportsFest will provide two security personnel to oversee the security of the site setup on Friday night.
- **A SportsFest Request:** It is requested of our participating organizations that No Glass or Grills be brought on the beach.

Restrooms & Portable Toilets: SportsFest will provide no less than two (8) portable toilets to be stationed by the Gulf Front Park bathroom facility. The participants will also utilize the restroom facilities at Gulf Front Park and Bilmar Beach Resort/Sloppy Joes plus hotels participants are staying at.

City Funding: SportsFest is not requesting direct funding for the event, although, there are areas of cooperation and in-kind services we would like to request that will help us ensure a smooth successful special event for the City of Treasure Island, Florida Corporate SportsFest and the participating Tampa Bay Business Community. Please consider the following:

- Once again, assistance with bagged trash pick-up in designated locations around the outside perimeter of the event on the day of the event.
- Some VIP and Staff Parking (perhaps 30 – 40 spaces) in the TI Parking lot on the Day of the event. I believe the Bilmar will be able to park our set-up staff and motorized rental vehicles during the week.
- Perhaps the Mayor will once again help us kick off the 40th annual Tampa Bay Corporate SportsFest at our Opening Ceremonies.

Revised Site Layout: During the 2022 post event review with Cathy Hayduke, she suggested changes to the site layout to ensure that sound from our events and stage PA systems are projected Westward. Those requests were implemented when planning the 2023 Site Layout and will be implemented in the Site Layout in 2024. Site Layout coming soon.

City of Treasure Island Sponsorship Recognition: The Tampa Bay Corporate SportsFest is a popular, well-established Tampa Bay Area tradition. The beach community that hosts the event has a great deal to do with SportsFest's appeal and success. For this reason, SportsFest takes great pride in promoting our host city through a substantial regional promotional campaign.

Certificate of Liability Insurance naming the City of Treasure Island as "Additional Insured": Will be secured by Florida Corporate SportsFest, Inc. Per our discussion with Clyde Smith, GM of the Bilmar Beach Resort, the Bilmar will secure permits and liability insurance for their concession operations on the beach.

I hope I have covered and included all you need to evaluate and once again welcome the Tampa Bay Corporate SportsFest to the City of Treasure Island. If you need anything further, or if you have creative ideas that we can implement to assist your community, please do not hesitate to request or discuss it. I look forward to working closely with you to bring this endeavor to fruition.

Yours in Sports… ***and Team Spirit!***

Dave Baughman

Florida Corporate SportsFest, Inc. - Founder/Executive Director

970 443-9719

dave@sportsfest.com

www.sportsfest.com

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF TAMPA BAY CORPORATE SPORTSFEST

This **CONTRACT** ("CONTRACT"), entered into on this 19th day of September, 2024 ("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 **FLORIDA CORPORATE SPORTSFEST, INC.**, a Florida corporation with its principal place of business at 8536 Alessandria Court, Naples, FL 34114 ("CONTRACTOR") (collectively, the "Parties"), who, in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

Tampa Bay Corporate SportsFest

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 39th Annual Tampa Bay Corporate SportsFest (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 April 20, 2024, with setup on April 13, 2024 through April 19, 2024 and breakdown from the end of the EVENT on April 20, 2024 through April 22, 2024 (hereinafter, all dates on which the EVENT is scheduled shall be referred to as the "EVENT DATE").

2. On April 20, 2024, the EVENT shall start at 9:00 am and finish by 4:00 pm. Setup will occur from 9:00 am to 5:00pm on April 13, 2024 through April 19, 2024. Breakdown will begin immediately after the EVENT on April 20, 2024, at 4:30 pm and last until 9:00 pm. Breakdown of commercial stage and tents may continue on April 22, 2024, from 9:00 am to 5:00 pm. Breakdown will be completed by April 22, 2024, at 5:00pm.

3. This CONTRACT shall be in effect from the date first written above until EVENT breakdown on April 22, 2024, at 5:00 pm. The CONTRACT may be renewed for additional three (3) 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 race 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, 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 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 the public beach from the public beach access at 104th Ave to 107th Ave. The beach shall remain open to the public during the EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property.

ARTICLE 3 - TERMINATION 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.

2. Termination by CITY
The CITY may terminate this CONTRACT with cause at any time immediately upon written notice to CONTRACTOR, if: (a) CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified in this CONTRACT; (b) CONTRACTOR fails to perform in the manner called for in this CONTRACT; or (c) if necessitated by an emergency, as determined by the CITY. In its sole discretion, the CITY may allow CONTRACTOR an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CITY's written notice of termination to CONTRACTOR shall state the time period, if any, in which cure is permitted and other appropriate conditions, if applicable.

ARTICLE 4 - OBLIGATIONS OF THE CITY

1. The CITY shall allow CONTRACTOR to leave its competition related equipment on the beach overnight during the EVENT, subject to the requirements provided in Article 5.

2. The CITY is requiring CONTRACTOR to hire private security guards for 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, 2.B. 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 no earlier than 9:00 am on April 13, 2024, through the final breakdown of the EVENT no later than 5:00 pm on April 22, 2024. See Article 8 for more information regarding insurance.

2. CONTRACTOR is required to get all necessary approval from the Florida Department of Environmental Protection ("FDEP") and the Florida Fish and Wildlife Conservation Commission ("FWC") prior to the EVENT set up and provide the CITY with any and all approval documentation. The FDEP permit must be posted conspicuously on site for the duration of the EVENT beginning at set up time no earlier than from 9:00 am on April 13, 2024, through the final breakdown of the EVENT no later than 5:00 pm on April 22, 2024

3. CONTRACTOR is responsible to provide 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.

4. If the CONTRACTOR sells alcohol and food on the beach in conjunction with the EVENT, the CITY must receive a Certificate of Insurance and all necessary permits required for providing for liquor and food. See Article 8 for more information regarding insurance.

5. 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.

6. CONTRACTOR is permitted to leave equipment on the beach overnight during the EVENT, so long as Contractor has received approval from FDEP and FWC.

7. Any electric installation, whether temporary or permanent, shall be permitted and installed by a licensed electrical contractor, and inspected by the City of Treasure Island Building Division prior to use. CONTRACTOR agrees to pay an electrical fee charge of one hundred dollars ($100) to use the electricity on the public beach.

8. CONTRACTOR shall provide a minimum of eight (8) portable toilets to be stationed by the Gulf Front Park bathroom facility. The required number of portable toilets will be at the discretion of the CITY for the EVENT. Portable toilets must be depicted on a detailed site plan, as required by Article II of this CONTRACT.

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. All activities associated with the EVENT shall follow the following schedule and shall begin and conclude at the hour indicated below:

April 13 through April 19	Setup	(9:00am-5:00pm)
April 20	Competition Breakdown	(9:00am-4:00pm) (4:30pm-9:00pm)
April 22	Breakdown (Commercial Equipment)	(9:00am-5:00pm)

11. The EVENT will be held on the public beach between 104th Avenue to 107th Avenue.
12. The CITY shall not waive parking meter fees for the EVENT.
13. No parking of motorized vehicles shall be allowed on the beach.
14. The CONTRACTOR is authorized to park non-motorized trailers for equipment storage on the beach from 9:00 am on April 13, 2024, through 9:00 pm on April 20.
15. The CONTRACTOR shall abide by all City of Treasure Island ordinances
16. The CONTRACTOR will reimburse the CITY for all attributed costs related to 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
   120 108th Avenue
   Treasure Island, FL 33706

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

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

4. CONTRACTOR shall notify the CITY within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material

change in the required coverages received by CONTRACTOR from its insurer.

B. Specific Insurance Coverages and Limits

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

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

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

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

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

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

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

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

   $1,000,000 Combined Single Limit Per Accident

5. 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 CONTRACTOR'S obligation to fulfill the insurance requirements specified in this CONTRACT.

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

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

K. No Waiver

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR or its 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 five (5) calendar days' written notice 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

If to CONTRACTOR:
Florida Corporate Sportsfest, Inc.
8536 Alessandria Court
Naples, FL 34114

With required copy to:
Jennifer R. Cowan, City Attorney
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

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

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 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 PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

The remainder of this page is left blank intentionally.

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

CITY: The City of Treasure Island

_____
Amy Davis, City Manager

ATTEST:

_____
Celine Kidwell, City Clerk

CONTRACTOR: FLORIDA CORPORATE SPORTSFEST, INC.

_____
Dave Baughman, Director

WITNESS:

_____

Name:_____

WITNESS:

_____

Name:_____

AGENDA ITEM NO. B.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 18, 2023
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Contracts
AGENDA SECTION:	DISCUSSION
SUBJECT:	Consideration to enter into a Non-Exclusive License Agreement with St. Pete Hydro-Cycle, LLC
BACKGROUND:	John Ferruolo and Stephanie Ware owners of St. Pete Hydro-Cycle, LLC are requesting to rent hydro-cycles and water mats on the public beach behind Gulf Front Park located at 10400 Gulf Boulevard. This type of beach concession is a new operation for St. Pete Hydro-Cycle, LLC. The City currently has four (4) Non-Exclusive License Agreement with vendors for beach concessions along the Central Beach area from 100th Avenue to 119th Avenue. These concessions include rentals of cabanas/umbrellas, kayaks and paddleboards and the use of the Hippo Water Slide and inflatables. Current vendors do not provide hydro-cycle or water mat rentals.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with St. Pete Hydro-Cycle, LLC for beach concessions.
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. GOAL 2: Maximize the utilization of the City's resources. GOAL 3: Obtain awards and recognition for the beach; OBJECTIVE 1: Identify opportunities to garner recognition to further the promotion of the beach.
ANALYSIS/DISCUSSION:	John Ferruolo and Stephanie Ware owners of St. Pete Hydro-

Cycle LLC are requesting to rent hydro-cycles and water mats on the public beach behind Gulf Front Park located at 10400 Gulf Boulevard.

The hydro-cycles are non-motorized water bicycles that can be folded up for easy storage. Hydro-cycles are light weight, easy to ride, safe and stable and enjoyed by persons of all ages. The floating water mats are 9'x6' and can be rolled up and removed from the beach daily.

If approved by the Commission, the following conditions will be outlined in the Non-Exclusive License Agreement between the City and St. Pete Hydro-Cycle LLC.

The term of the Agreement will provide for an initial term of one (1) year beginning the effective date of the Agreement, with an option to renew for two additional one (1) year periods.

St. Pete Hydro-Cycle LLC will pay an annual license fee of $3,000 plus applicable sales tax in monthly increments to the city and as invoiced by the Finance Department. The license fee may be reviewed and renegotiated as requested by either party. The license fee may be adjusted by the city from time to time not to exceed more than one increase per year with a 3% maximum increase annually.

St. Pete Hydro-Cycle, LLC will be required to keep current a Business Tax License with the City of Treasure Island.

St. Pete Hydro-Cycle, LLC will be required to provide and keep current Comprehensive General Liability Insurance and Workers Compensation Insurance as determined by the City and outlined in the Non-Exclusive License Agreement.

The permitted use area is on the public beach behind Gulf Front Park, 10400 Gulf Boulevard. The beach is open to the public and the public shall not be prohibited from utilizing the public beach or setting up within the permitted use area as so long as the public does not interfere with the beach concessionaire's operation or safety of its patrons. The permitted use area is to be kept in a neat, clean and orderly fashion and free from trash at all times.

The permitted use will include the rental of up to four (4) hydro-cycles and up to four (4) 9'x6' water mats. Storage of equipment will not be permitted on public property and must be removed each day at the end of business hours.

St. Pete Hydro-Cycle's equipment must be kept in a safe and good working condition. The City of Treasure Island will

assume no liability for loss or damage to equipment. St. Pete Hydro-Cycle will be responsible for the ongoing maintenance and any associated costs to replace or repair equipment.

All equipment must be kept a minimum of 150 feet from the approximate high-water line. No equipment may be setup or stored within 20 feet from any dune system.

St. Pete Hydro-Cycle, LLC shall obtain waivers from all participants and renters. The release shall hold harmless the City from any and all liability. The hydro-cycles and water mats are not permitted to leave the swim zone area by renters and shall not be rented during inclement weather. St. Pete Hydro-Cycle, LLC is required to prepare and keep current a rescue/recovery plan in the event that a hydro-cycle or water mat exits the swim zone area or is need of assistance.

The hours of operation will be permitted from 8:00 AM until sunset daily. During Turtle Season from May 1st through October 31st, no equipment shall be setup until the beach has been inspected for turtle nests each morning and the all-clear has been given by the Clearwater Marine Aquarium. No equipment shall be setup next to or within ten feet of a roped off turtle nest.

In the attached proposal, St. Pete Hydro-Cycle is requesting use of sandwich boards to advertise their rentals. Signage advertising the beach concessions is limited within the permitted use area only and requires approval from the City Manager, Section 73-37 (a) of the sign ordinance. Portable signs such as sandwich board signs or A-frame signs are prohibited in the city's ordinance, Section 73-41. The Ordinance permits a banner or canopy signs up to 48 square feet. Staff is recommending that the vendor be permitted to have a 10x10 tent with a banner of the business name on the side of the tent cover/fabric, not to exceed the 10 feet in length.

In the event of a severe thunderstorm warning or tornado warning issued by the National Weather Service for the Treasure Island area, St. Pete Hydro-Cycle must secure all equipment. In the event of a tropical storm or hurricane warning declared for the City of Treasure Island, St. Pete Hydro-Cycle, LLC shall remove all equipment from the public beach and store equipment outside of the city.

In the interest of public safety, beach concessionaries are permitted to use (1) pickup truck to remove or return all equipment completely off the public beach in the event of a Tropical Storm or Hurricane Warning declared for Treasure

Island.

St. Pete Hydro-Cycle, LLC. staff shall be easily identified by wearing a business shirt or identification badge.

FUNDING:

Staff is recommending an annual license fee of $3,000 plus applicable sales tax in monthly increments to the city and as invoiced by the Finance Department. The license fee may be reviewed and renegotiated as requested by either party. The license fee may be adjusted by the city from time to time not to exceed more than one increase per year with a 3% maximum increase annually.

MOTION:

I move to approve and authorize the City Manager to enter into a Non-Exclusive License Agreement with St. Pete Hydro-Cycle, LLC for beach concessions on the public beach behind Gulf Front Park located at 10400 Gulf Boulevard for initial term of one (1) year with an option to renew for two additional one-year terms effective upon approval by the Commission.

ATTACHMENTS:

St Pete Hydro-Cycle Backup Material.pdf
St. Pete Hydro-Cycle LLC _License (BMO Review) (02577616-2).pdf

Hydro Bike Rental License Agreement

Hydro Bike Rental License Agreement
between the City of Treasure Island and St. Pete Hydro-Cycle LLC

Hydro Bike Rental Agreement is granted this day of ,2023 by the City of Treasure Island, Florida and St. Pete Hydro-Cycle LLC and is for the right of renting hydro-bikes on the publicly owned beaches of Teasure Island.

1. PERMITTED AREA FOR RENTAL: St.Pete Hyrdo-Cycle LLC is to rent on the beach at 104th Avenue (see photo) and 108th Avenue (see photo) Treasure Island, Florida. St. Pete Hydro-Cycle LLC, is not permitted to setup or rent outside of the dasignated area. See photos for setup and storage area. Hydro-bikes are able to fold up, making storage easier and requires less space. Hydro-bikes will be locked together at dusk at this location. St. Pete Hydro-Cycle will allow space for the safety of beachgoers and rescue or repair vehicles to pass through permitted rental area. St.Pete Hydro-Cycle will remove Water Mats at the end of each day.

2. PERMITTED USE: St.Pete Hydro-Cycle LLC is permitted to rent up to four (non motorized) hydro-bikes at both location. St.Pete Hydro-Cycle LLC will also be permitted to provide and rent two flaoting Water Mats (9' x 6'). Hydro-bikes and or Water Mats will not be permitted to leave the citys designated swim zone under no circumstances and will not be rented during inclement weather. A personally owned boat will be used to recover any and all hydro bikes that leave the swim zone at the responsibility of St. Pete Hydro-Cycle. During turtle season Licensee shall not setup or rent hydro-bikes with in 10 feet of roped off turtle nest and will maintain a safe distance. Licensee will not rent hydro-bikes after sun set and before sunrise. Licensee will keep all hydro-bikes at least 150 feet from the high tide water level.

3. TROPICAL STORM OR HURRICANE WARNING: In the event of a tropical storm or hurricane warning issued for Pinellas County, St. Pete Hydro-Cycle LLC will remove all hydro-bikes, water mats and canopies off the beach and will be stored at separate location for safety.

4. FEES AND PAYMENTS: St. Pete Hydro-Cycle LLC will pay the city of Treasure Island a yearly paryment of $ plus any and all sales tax in monthly increments. Amount to be paid to the City of Treasure Island is to be reviewed and renegotiated each year or at the request of either party.

5. INSURANCE: St. Pete Hydro-Cycle LLC will provide the City of Treasure Island a certificate of insurance naming the City of Treasure Island as an additional insured entity in an amount no less than one million dollars.

6.BUSINESS LICENSE: St. Pete Hydro-Cycle LLC will obtain and keep current an annual Business Tax License with th;e City of Tresasure Island.

7.WAIVER: St. Pete Hydro-Cycle LLC would be required to have all hydro-bike users sign a waiver with an indemnification clause to hold harmless the CITY and officers, agents and employees of the CITY fromand against any claims, liability, loss and expense including reasonable coast, collections expenses, attorney's fees and courts cost arising out of the negligence misconduct, or other fault, in whole or in part (whether concurring or contributory) of the St. Pete Hydro-Cycle LLC, or the officers, agents, independent contractors or employees of St. Pete Hydro-Cycle LLC, in the performance of or non-performance of their respective obligations under CITY Resolution 16-34. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Non- Exclusive License

Agreement . Nothing contained herein shall be construed as a waiver of any immunity from or limitaion of liability the CITY may have under this doctrine of sovereign immunity or section 768.28, Florida Statutes. St. PeteHydro-Cycle LLC obligations under this Article shall not include or extend to the liability of any CITY employee. This provision shall survive termination or expiration of the Non-Exclusive License Agreement.

8. The terms of the Non-Exclusive License Agreement will expire on _____ day of _____ .p

9. St. Pete Hydro-Cycle will be permitted one (1) 3'x4' sandwich board to advertise rentals rates and contact infomation.

10. INVENTORY: St. Pete Hydro-Cycle LLC will be allowed an inventory of up to four (4) water bikes, two (2) floating water mats and one (1) canopy at each loacation.

11.St. Pete Hydro-Cycle LLC is placed on noticed that the City can uniliaterally terminate the Non-Exclusive License Agreement with or without cause at any time.

12.Suffcient space shall be maintained on the beach so that public safety, cleaup and repair vehicles can pass safely through this area.

13.No vehicals will be permitted on the beach at any time in conjunction with this operation and as outlined in the Non-Exclusive License Agreement. however , St.Pete Hydro-Cycle LLC will be allowed the use of one (1) vehicle for a one-time usage to deliver equipment to beach for the start-up operation. St. Pete Hydro-Cycle LLC would need to arrange in advance the date and times of the one-time usage with the Recreation Director.

14 St. Pete Hydro-Cycle LLC shall comply with all boating status as it pertains to personal floatation devices or life jackets and hours of operations. No water bikes shall be rented from dusk to dawn.

Pursuant to the Resolution of the City Commission of the City of Treasure Island, Florida, this Agreement is hereby granted and made effective this day of 2023.

CITY OF TREASURE ISLAND, FLORIDA

By: _____

Attest: _____

Approved as to form and content

By: _____

ACKNOWLEDGEMENT OF CONDITIONS

St. Pete Hydro-Cycle herein, hereby accepts the grant of Agreement contained herein, agrees to be bound by all terms, conditions and limitations pursant to the Agreement.

By : _____

John Ferruolo St.Pete Hydro-Cycle LLC

By : _____

Stephanir Ware St.Pete Hydro-Cycle LLC





IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-23-2023

Employer Identification Number:
92-3085899

Form: SS-4

Number of this notice: CP 575 G

ST PETE HYDRO-CYCLE LLC
JOHN FERRUOLO SOLE MBR
7113 6TH AVE N
ST PETERSBURG, FL 33710

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3085899. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575G 03-23-2023 STPE O 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is STPE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 03-23-2023
EMPLOYER IDENTIFICATION NUMBER: 92-3085899
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ST PETE HYDRO-CYCLE LLC
JOHN FERRUOLO SOLE MBR
7113 6TH AVE N
ST PETERSBURG, FL 33710

FL DOCUMENT SERVICES
1275 66TH Street N. #47249
Saint Petersburg, FL 33743

2022 CERTIFICATE OF STATUS REQUEST FORM

"IMPORTANT NOTICE:
The documents offered by this advertisement are available to Florida consumers free of charge or for a lesser price from (Florida Secretary of State, 850.245.6500, 2415 N. Monroe Street, Suite 810 Tallahassee, FL 32303). You are NOT required to purchase anything from this company and the company is NOT affiliated, endorsed, or approved by any governmental entity. The item offered in this advertisement has NOT been approved or endorsed by any governmental agency, and this offer is NOT being made by an agency of the government."

11 1 ******AUTO**ALL FOR AADC 342 65948-2749
St Pete Hydro-Cycle LLC
7113 6th Ave N
Saint Petersburg, FL 33710-7531

IMPORTANT! FOLLOW INSTRUCTIONS EXACTLY WHEN COMPLETING THIS FORM. PLEASE PRINT CLEARLY.

Document ID:	Notice Date:	**PLEASE RESPOND BY:**
L22000441677	10/28/2022	**11/18/2022**

Business Address:
7113 6th Ave N
Saint Petersburg FL 33710

Congratulations on registering your business with the State of Florida. Your Articles have been filed with the Secretary of State and are complete. You have one step left in order to obtain your elective Certificate of Status (Certificate of Good Standing).

Please confirm the accuracy of the information below for your Florida Certificate of Status.

A Florida Certificate of Status is issued by the Secretary of State and may be required for loans and bank accounts, to renew business licenses, to set up payroll, to register in other states, for tax, and many other business purposes. A Certificate of Status certifies that your Florida business is in existence, is authorized to transact business in the state, and complies with all state requirements. The Certificate of Status bears the official seal of the Florida Secretary of State. We will provide a copy via email if the email address is provided below.

Business Information:

Business Type: Florida Limited Liability Company
Date of Registration: 2022-10-13
Business Entity Standing Certificate Fee: $94.50

To pay online scan the QR code or go to: https://fl-ds.biz/

ZGTq3d

Step 1: Please Confirm Business Name & Address are Correct

St Pete Hydro-Cycle LLC 7113 6th Ave N Saint Petersburg FL 33710	Document Identification Number: L22000441677

Step 2: Contact Information – **DO NOT** Skip! Email & Contact Number Required for Processing. **(PRINT CLEARLY)**

Name:	Email:	Phone Number:

Step 3: Payment –Double Check Payment Information and Address

ENCLOSE CHECK OR MONEY ORDER AS FOLLOWS:
Payable to: FL DOCUMENT SERVICES
Amount: 94.50
ADDRESS ENVELOPE AS SEEN BELOW:

(PLEASE ALLOW UP TO 15 BUSINESS DAYS FOR PROCESSING AND RETURN OF DOCUMENT)

FL DOCUMENT SERVICES
1275 66TH Street N. #47249
Saint Petersburg, FL 33743

Step 4: Authorization: Please Sign, Date, & Return this Form with Payment Enclosed in Return Envelope Provided

Signature:	Date:

Release of Liability Form for St.Pete Hydro-Cycle

I,_____, hereby acknowledge that i am renting a floating Water Mat form St.Pete Hydro-Cycle and assume full responsibility for the floating Water Mat and its usage.

I agree to release and hold harmless St.Pete Hydro-Cycle LLC, its officers, employees, and agents, from any and all liability, claims, demands, actions, and causes of action arising out of or in any way related to my rental and use of the floating Water Mat, including any personal injury, property damage, or death. This indemnification obligation extands to the City of Treausure Island and its officer, employees, agents and successors. Florida Statue section 768.28.

I acknowledge that the use of a foating Water Mat does involve some risks, including but not limited to the risk of falling into the water, collisions with others on the Mat, ect. I voluntarily assume all risks associated with my rental and the use of the Water Mat.

I certify that i am at least 18 years of age, or if under 18 years of age, that i have obtained the consent of my parent or legal guardian to rent and use the floating Water Mat..

I agree to abide by all laws and regulations applicable to my rental and use of the floating Water Mat and will return the Water Mat to St.Pete Hydro-Cycle in the same condition as when it as rented.

I have carefully read and understand this Release of Liability Form, and i sign it voluntarily and without any duress or undue influence.

Signature : _____ Date : _____

Printed Name : _____

Non-Exclusive License Agreement
Between the
City of Treasure Island and St. Pete Hydro-Cycle, LLC

This Non-Exclusive License Agreement ("License") is made this _____ day of October, 2023, by and between the City of Treasure Island, a Florida municipal corporation ("City") and St. Pete Hydro-Cycle LLC, a Florida limited liability company with a principal address of 7113 6th Ave N, Saint Petersburg, Florida 33710 ("Licensee") (collectively the "Parties").

WHEREAS, the City holds certain publicly owned and controlled beach lands in trust for the public located within the City of Treasure Island, directly behind Gulf Front Park located at 10400 Gulf Boulevard ("Public Beach"); and

WHEREAS, Licensee is the owner and operator of certain beach concession operations that provide equipment to members of the general public, including hydro cycles and water mats; and

WHEREAS, Licensee wishes to obtain, and the City is willing to grant a non-exclusive, non-transferable License for the term and specific purpose set forth in this License to provide beach concession operations on publicly owned and controlled lands within the City of Treasure Island; and

WHEREAS, the City determined that there will be a public benefit by granting this License to Licensee for the limited purpose of providing beach concession operations on the Public Beach for usage by members of the general public; and

WHEREAS, Licensee is granted permission to install and operate beach concession operations on the Public Beach; and

WHEREAS, Licensee, by executing this License, consents to and agrees to be bound by all conditions of the granting of this License.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants, agreements, and other good and valuable consideration, as set forth herein, the Parties agree as follows:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **License Components.** This Non-Exclusive License, including any attached endorsements and Exhibit(s), constitutes the entire License granted by the City to the Licensee on the subject matter hereof, and may not be changed, modified, discharged or

extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein.

3. **Endorsement Obligations**. The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time be included, amended or modified by the City.

4. **Purpose, Scope Uses, Equipment, Hours**. The principal purpose of the City granting the privileges under License is to permit the Licensee to provide equipment rentals at Stations at a specified Public Beach area and is strictly limited to the following conditions of instruction:

4.1 Permitted Uses and Permitted Use Areas: The Permitted Use Area, which consist of the public beach behind Gulf Front Park located at 10400 Gulf Boulevard, must be kept in a neat, clean, and orderly fashion and free from trash at all times. The Public Beach is open to the public and the public shall not be prohibited from utilizing the Public Beach or setting up within the permitted use area as long as the public does not interfere with the beach Licensee's beach concessionaires operations or safety of its patrons. Sufficient space shall be maintained on the Public Beach so that, the public safety, cleanup, and repair vehicles can pass safely through the Permitted Use Area. Neither Licensee nor any of its patrons are permitted to use the City's electric for any reason. Licensee recognizes that this is a non-exclusive license that the City may grant licenses to other vendors for the Permitted Use Area as well, and that Licensee will not interfere with any other licensee of the City. The Permitted Use Area is the specified area on the Public Beach below for the permitted uses:

4.1.1 Beach concessions. The Licensee is permitted to provide beach concessions of equipment rentals including up to four (4) hydro-cycle and up to four (4) 9'x6' water mats on the Public Beach behind Gulf Front Park located at 10400 Gulf Boulevard. Additional equipment may be provided for rent or sale upon approval by the City at a mutually agreed upon fee. The hydro-cycle and mats are not permitted to leave the swim zone area by renters and should not be rented during inclement weather. The Licensee is required to prepare and keep current a rescue/ recovery plan in case a hydro-cycle or mat exits the swim zone area or is in need of assistance. The rescue/recovery plan must be submitted to the Recreation Director prior to signing this License. The Licensee shall comply with all boating laws including but not limited to law pertaining to personal flotation devices or life jackets and hours of operations. No hydro-cycles or mats shall be rented from dusk to twilight.

4.1.2 Storage: Storage of equipment will not be permitted on public property and must be removed each day at the end of business hours.

4.1.3 Turtle Season. Turtle Season is May 1st through October 31st. The Licensee shall not setup equipment next to or within 10 feet of a roped off turtle nest. No equipment shall be setup until the Public Beach has been inspected for turtle nests each morning. See section entitled "Hours of Operation" for more information.

4.1.4 Signs. Signage advertising the beach concessions is limited within the permitted use area only and requires approval from the City Manager pursuant to Section 73-37 (a) of the Code of Ordinances of the City of Treasure Island, Florida ("Code"). Portable signs such as sandwich board signs or A-frame signs are prohibited in Section 73-41 of the Code. The Code permits banner or canopy signs up to 48 square feet. Licensee is permitted to have a 10x10 tent with a banner of the business name on the side of the tent cover/fabric, not to exceed the 10 feet in length.

4.1.5 Events. Additionally, as the Permitted Use Area is within the City's established event area, Licensee will be required to relocate or remove equipment within the event area as determined by the Treasure Island Recreation Department and will be permitted to use one (1) pickup truck to remove and relocate equipment.

4.2 Rental Equipment. Licensee's equipment must be kept in a safe and good working condition. The City will assume no liability for loss or damage to any of Licensee's equipment. Licensee will be responsible for the ongoing maintenance and any associated costs to replace or repair its equipment. All equipment must be kept a minimum of 150 feet from the approximate high tide line and approximately 8 yards apart. No equipment may be setup or stored within 20 feet from any dune system. The city may make periodic inspections of the equipment and, if necessary, inform the Licensee of any unsafe or unacceptable equipment. However, this does not release the Licensee from his/her duty to inspect the equipment daily for any defects or hazards. Maintenance of equipment may be performed by an outside vendor, but the vendor may not drive on the Public Beach or Permitted Use Area. Licensee shall provide various amusements that comply with and meet all industry acceptable safety standards. Licensee shall setup the site, including security anchoring the concessions and fencing off the area.

4.3 Tropical Storm or Hurricane Warning: In the event of an emergency, which includes, but is not limited to severe thunderstorms, tornados, tropical storm or hurricane warnings issued by the National Weather Service for Pinellas County, declarations of state or local emergency, or at the direction of first responders, the City may require the Licensee to remove any equipment (including but not limited to storage boxes) from the Public Beach and cease any use of the Permitted Area until the threat has passed. The City will provide direction as to the timing of removal of equipment and its return. The City is not responsible for any damage to any property kept on the Permitted Use Area, whether such damage is caused by act of God or persons utilizing the Permitted Use Area and surrounding areas.

In the interest of public safety, Licensee is permitted to use (1) pickup truck to remove or return all equipment, in accordance with the section entitled "Vehicles," in the event of a Tropical Storm or Hurricane Warning declared for Treasure Island.

4.4 Hours of Operation. The hours of operation will be permitted from 8:00 AM until sunset daily. However, during Turtle Season from May 1st through October 31st, no equipment shall be setup until the Public Beach has been inspected for turtle nests each morning. Licensee shall not setup any equipment next to or within ten (10) feet of a roped off turtle nest.

4.5 Vehicles. The City prohibits the use of all vehicles whatsoever on the Public Beach in connection with the activities authorized under this License. However, in the interest of public safety, the Licensee is permitted to use one (1) vehicle for the setup, tear down and to provide maintenance and the replacement of equipment as approved by the City as provided below. The Licensee must adhere to the use of the specified beach accesses located at Treasure Island Gulf Front Park located at 10400 Gulf Boulevard, Treasure Island, FL 33706.

Licensee is permitted to use one (1) vehicle in the Permitted Use Area for the maintenance of equipment, on an as needed basis during the following times:

- May through October, 5 PM to 7 PM daily, as needed
- November through April, 4 PM to 6 PM daily, as needed
- All vehicles on the beach must be clearly and visibly marked with the company's name so as to be easily identified by City staff.

However, nothing in this License authorizes Licensee to violate state law. Specifically, "Vehicular traffic" across the Public Beach is strictly prohibited pursuant to section 161.58, Florida Statutes, as cited in the Modified Final Summary Judgment- Declaratory Relief and Permanent Injunction entered in Tahitian Treasure Island, LLC, et al. vs City of Treasure Island, Pinellas County Case No. 13-011287-CI (hereinafter the "Injunction"). Licensee is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.

5. **Terms**.

5.1 Licensee will pay an annual license fee of $3,000 plus applicable sales tax in monthly increments to the City and as invoiced by the City's Finance Department. The license fee may be adjusted by the City from time to time, not to exceed more than one increase per year, with a 3% maximum increase per year.

5.2 The term of the license is for an initial period of one (1) year with an option to renew for two (2) additional one (1) year periods and terms and conditions to be mutually agreed upon by the Parties subject to the City's right to terminate pursuant to the section entitled "Termination."

5.3 Licensee must keep current a Business Tax License with the City.

5.4 The Licensee shall charge a rental fee based upon local competitive rates. This rental fee shall be set at the sole discretion of the Licensee. The Licensee will notify the City of any change in rental fees. The Licensee shall provide an annual Net Income Statement relative to the rental service on or before each September 30th to the City.

5.5 In the event that as a result of this License, the Permitted Use Area is found to be subject to ad valorem or other tax assessment, then and in such event, the Licensee agrees to promptly pay when due, taking advantage of all early payment discounts, any and all taxes that shall be assessed, imposed, charged or collected.

6. **No Waiver of Applicable Regulations**. Nothing in this License shall be construed to exempt the Licensee from full compliance with all applicable federal, state and local laws and regulations. Prior to using the Permitted Use Area and throughout the term of this License, the Licensee further agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida pertaining to any licenses and permits as may be required by law for the operation of its business.

7. **Limitations of Interest**. The Licensee further agrees that the Licensee does not obtain any prescriptive rights, easements, or other legal or equitable interest in the Public Beach by reason of the execution of this License, or by compliance with the terms thereof by the Licensee. Ownership of the Public Beach areas shall at all times remain in the public domain, held in trust by the City, and the Licensee must not do anything inconsistent with such ownership, except as may be permitted by this License.

8. **Encumbrances**. The granting of this License does not vest in the Licensee any interest in the Public Beach which may be mortgaged, encumbered or licensed, and no action of the Licensee shall cause or create any interests in real estate or any encumbrance upon any such real property.

9. Indemnification and Waiver/Releases.

9.1. Indemnification. The Parties recognize that Licensee is an independent contractor. Licensee acknowledges and agrees that its personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City. Licensee 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, and nonperformance of the duties of the Licensee under this License, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Licensee'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 Licensee against the City, and Licensee hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Licensee to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this License, 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 License, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this License.

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

9.2 Waiver/Release. Licensee is required to have all users of Licensee's equipment (including but not limited to hydro-cycles and such related activities) sign a waiver with an indemnification clause 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, and nonperformance of the duties of the Licensee under this License, the enforcement of this License, or resulting from the activities of the Licensee in any way connected to this License, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. If 911 is called, Licensee must notify the Recreation Department at 727-547-4575, Ext. 238, the same

day of the injury.

Licensee shall ensure that all participants using its equipment have a signed release and that signed release must include the following provision:

> **"I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** assume liability for and indemnify, hold harmless the City of Treasure Island**,** 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 (including death), property damage, relief, or loss of use, that I may sustain to my person and/or my property arising out of my use of St. Pete Hydro-Cycles LLC's equipment, including but not limited to hydro-cycles and such related activities, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys**.** I am fully aware of the risks and hazards connected with my participation, including the risk of injuries which could cause death. I AM VOLUNTARILY PARTICIPATING IN ACTIVITIES USING ST. PETE HYDRO-CYCLES LLC'S EQUIPMENT AND ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE SUSTAINED AS A RESULT OF MY PARTICIPATION."

Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in the License.

For children under the age of 18 years old using the Licensee's equipment, Licensee shall ensure the natural guardian of the child have a signed release that complies with section 744.301(3)(b), Florida Statutes and that signed release must include the following additional provision:

> READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THOUGH ST. PETE HYDRO-CYCLES LLC AND THE CITY OF TREASURE ISLAND ("City") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR

KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. **BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY**. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ST. PETE HYDRO-CYCLES LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the License activities and Licensee's equipment. The City, in its sole discretion, will have the authority to review any injury or accident incident and determine whether to remove the suspension or terminate this License. This indemnification provision will survive the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **Insurance**.

10.1. The Licensee 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 Licensee has satisfactorily completed all work required under the Contract; and cause subcontractor(s), if utilized, to acquire and maintain the same.

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

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

City of Treasure Island
Attention: Parks and Recreation Department
120 108th Avenue
Treasure Island, FL 33706

10.1.2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Licensee and subcontractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.

10.1.3. The Named Insured on the Certificate of Insurance must match the Licensee entity's name and is signing the Agreement with the City.

10.1.4. Licensee 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 Licensee from its insurer.

10.2. Specific Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Licensee 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:

10.2.1. Workers' Compensation: Florida Statutory Requirements
Employer's Liability: $1,000,000 Each Employee
$1,000,000 Each Employee Disease
$1,000,000 Aggregate Disease

10.2.2. Commercial General Liability Insurance: The Licensee shall provide for all operations, including but not limited to, Independent Licensee, 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

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

$1,000,000 Combined Single Limit Per Accident

10.2.4. Excess or Umbrella Liability Insurance: The Licensee shall provide excess of the primary coverage required in items 10.2.1., 10.2.2., and 10.2.3. above.

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

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

10.3. These insurance requirements shall not limit the liability of the Licensee and/or subcontractor(s).

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

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

10.6. 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 Licensee.

10.7. 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.

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

10.9. 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 Licensee's obligation to fulfill the insurance requirements specified in this Agreement.

10.10. Precaution shall be exercised at all times by the Licensee for the protection of all persons, including employees, and property. The Licensee 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 Licensee acknowledges that such stoppage will not shift

responsibility for any damages from the Licensee to the City.

10.11. No Waiver: Neither approval nor failure to disapprove insurance furnished by the Licensee or its subcontractor(s) will relieve the Licensee or subcontractor(s) from responsibility to prove insurance as required.

11. **Compliance with Laws**. Licensee agrees to comply with all applicable federal, state and local laws and regulations. Licensee will not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.

12. TERMINATION. THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS NON-EXCLUSIVE LICENSE 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 FIVE (5) CALENDAR DAYS' WRITTEN NOTICE GIVEN TO THE LICENSEE AS PROVIDED FOR HEREIN. THE CITY, IN ITS SOLE DISCRETION, SHALL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY'S DISCRETION IN ANY TERMINATION OF THIS LICENSE SHALL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT SHALL BE FINAL.

13. NON-RELIANCE. LICENSEE UNDERSTANDS AND AGREES THAT IT HAS NOT AND WILL NOT RELY UPON ANY GRANT OR PROMISE OF GRANT OF THIS LICENSE IN ANY MANNER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE EXPENDITURE OR INVESTMENT OF FUNDS.

14. **Suspension of Activities**. This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident in the Permitted Use Area of resulting from the activities under this License. The City, in its sole discretion, shall have the authority to review such injury or accident incident and determine whether to remove the suspension or move to terminate the License.

15. **Notices.** Any notice or communication which the City may desire to give the Licensee shall be deemed sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: St. Pete Hydro-Cycle LLC, 7113 6th Ave N, Saint Petersburg, Florida 33710 and/or delivered to the Licensee's registered agent. The time of rendition of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice or communication which Licensee may desire to give the City shall be deemed sufficiently rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 120 108th Avenue, Treasure Island, Florida 33706; and the

time of rendition of such notice or communication shall be deemed to be the time when the same is mailed or delivered as herein provided. Any notices to the City must include a copy addressed to Jennifer R. Cowan, City Attorney, Bryant Miller Olive P.A., One Tampa City Center, Suite 2700, Tampa, Florida 33602. Either party may provide a change of address notice, with said change of address notice effective upon receipt.

16. **Miscellaneous Provisions**. Licensee further agrees to comply with and be bound by the following provisions:

16.1 Successive Interest. The rights and obligations of the Licensee pursuant to this License shall inure to and be binding upon the Licensee, its successors assigns, and legal representatives. **This License is not assignable without the express prior written approval of the City in its sole discretion.**

16.2 Supervision and Personnel. The Licensee shall assure that competent and experienced personnel and instructors are hired or contracted by Licensee at all times in order to assure that there is full compliance with all terms and limitations of this License. Licensee shall assure that that personnel or instructors employed for services are professional in their dealings with the public. Licensee shall provide personnel with the necessary and appropriate technical, safety and operational training to carry out operations in a safe manner. The Licensee shall perform appropriate background screening with the Florida Department of Law enforcement and the Federal Bureau of Investigations at the expense to Licensee and provide the City with a copy of the screening.

16.3 No Unlawful Use. The Licensee shall use the designated Public Beach only for the purposes stated in this License and no unlawful uses will occur whatsoever. Licensee shall not deliver any product, the use of which on the Public Beach would be prohibited, or an infringement on another licensee in the City.

16.3.1 Noise. The Licensee shall at all times assure that not only is there full compliance with any applicable City, County or State noise ordinances and regulations, but that no noise is generated in connection with Licensee's activities is objectionable or offensive to the City, even if such noise is not a violation of the City's noise ordinance. There shall be no outdoor amplification of noise or music, including pager systems, and voice paging, conducted during hours of operation, except as may be allowed in writing from time to time by the City Manager, which permission can be withdrawn in writing from time to time by the City Manager.

16.3.2 Lighting. The Licensee shall not construct, erect or maintain, or allow any lighting that is in violation of the City's lighting standards concerning the preservation and protection of turtles, or otherwise.

16.3.3 Litter and Debris. The Licensee shall not litter and shall at all times keep the Public Beach it services free and clean of trash and debris from its activities.

16.3.4 "City". Wherever used herein, the term "City" shall refer to the City Commission of the City of Treasure Island, Florida, either acting in whole or acting through its designated City Manager.

17. **Mutual Drafting**. This License is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

18. **Entire Agreement**. This License embodies the entire License agreement of the Parties. There are no promises, terms, conditions, or allegations other than those contained in this License, and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal, between the parties hereto. This License may be modified or revoked at any time, for any reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee's address provided in this License. The obligations of indemnification in this license shall survive the termination of this License.

19. **Venue**. This License shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this License 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, Tampa Division.

20. **Severability**. If, for any reason, any part, term or provision of this License is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular provision held to be invalid.

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

22. **Public Records**. Licensee agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the License itself; emails/correspondence between the CITY and the LICENSEE related to the License; emails or correspondence from all other entities related to the License (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 LICENSEE 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 License.

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

c) Ensure that the public records 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 LICENSEE, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the LICENSEE 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 LICENSEE shall promptly provide the CITY with a copy of any request to inspect or copy public records that LICENSEE receives and a copy of the LICENSEE'S response to each request. The LICENSEE understands and agrees that failure to provide access to the public records shall be a material breach of the License and grounds for termination.

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

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

23. **No Third-Party Beneficiaries**. This License 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.

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

25. **Counterparts**. This License 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.

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

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

28. **No Liens**. Licensee shall not suffer any liens to be filed against any City property by reason of any work, labor, services, or materials performed at or furnished to City property, to Licensee, or to anyone using City property through or under Licensee. Nothing contained in this License shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any applicable laws.

29. **Waiver**. No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this License, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.

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

31. **Termination for Scrutinized Companies**. By executing this License, pursuant to section 287.135, Florida Statutes, Licensee 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 License. Notwithstanding anything contained in this License to the contrary, the City may terminate this License immediately if Licensee 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.

32. **No Affiliation with Foreign Countries of Concern**. To the extent that this License would grant Licensee access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes Licensee 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. Licensee certifies, represents, and warrants that: (a) Licensee 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 Licensee; and (c) Licensee is not organized under the laws of or has its principal place of business in a foreign country of concern.

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

IN WITNESS WHEREOF, the Parties have executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA Attest:

By:_____ By:_____
Amy Davis, City Manager Celine Kidwell, City Clerk

ACKNOWLEDGEMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

St. Pete Hydro-Cycle, LLC WITNESSES:

By:_____ _____

Printed Name:_____ Printed Name:_____

As its: _____

_____

Printed Name:_____

AGENDA ITEM NO. B.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 18, 2023
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	DISCUSSION
SUBJECT:	Discussion of sandbag use during preparation for a tropical storm/hurricane
BACKGROUND:	In the past, COTI has not provided sandbags to the public. Staff's opinion is that there is not enough credible research showing that a limited number of sandbags is effective against storm surge. Commission requests a discussion on the use of sandbags as it relates to tropical storm or hurricane preparation for Treasure Island property owners.
POLICY/PURPOSE:	Discussion about sandbags and their use in preparing for a tropical storm/hurricane.
STRATEGIC PLAN RELEVANCE:	Goal 2: Maintain a safe community. Objective 1.1: Identify opportunities for effective public safety outreach.

ANALYSIS/DISCUSSION:	• Staff time to set up
	• Staffing for site of self-serve? Liability?
	• Detracts from other storm preparations
	• Effectiveness in preventing flooding
	• Contaminated waste sand after use
	• Cost to provide materials. $74/ton + delivery for sand. $42/100 sand bags.
	• Other viable alternatives
	  ◦ https://www.uline.com/BL_2985/Flood-Barrier
	  ◦ https://www.uline.com/BL_740/Sandless-Sandbags
	  ◦ Plastic bags of potting soil -$2.97 each

FUNDING:	Currently not a budgeted item in the City's budget.
MOTION:	For educational and discussion purposes only.

ATTACHMENTS: