BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 5, 2024 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D1. Employee Recognition: Celebrating Greg Morris' Retirement, Parks & Recreation Maintenance I

D2. Certificate of Achievement for Excellence in Financial Reporting - FY 21
1 - Result Letter - Awarded.pdf
4 - Detailed Listing of Comments.pdf
5 - Certificate.pdf
6 - Press Release.pdf
AFRA, Finance Department.pdf
AFRA, Mike Munger.pdf

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS *The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the City Commission/District Governing Body on any subject pertaining to City Business whether or not it is on the Agenda, with the exception of Quasi-Judicial Items. The City Commission shall not act, except to direct the City Manager to take action or to schedule the matter for discussion at a later date.*

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Minning
Commissioner Wetzel
Mayor Payne

G. APPROVAL OF MINUTES

H. PRESENTATIONS

H1. Tampa Bay Regional Planning Council Liaison Sarah Vitale, AICP, serving Treasure Island

I. CONSENT AGENDA

J. ITEMS OF BUSINESS

J1. Motion to Accept Donation from the Isle of Capri Civic Association's Annual Run for the Beaches 5K and One Mile Fun Run/Walk to the Public Works Department

J2. Motion to Authorize the City Manager for the Execution of Purchase Order to Hydraulic Supply Company for Hydraulic Services for the Bascule Bridge in the amount of $75,000.00

J3. Discussion for Consideration to enter into a Non-Exclusive License Agreement with SSOVA, Inc.
SVOAA, Inc. Contract_Volleyball Tournaments.pdf
Site Plan SSOVA.pdf

K. 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. D2.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 5, 2024
SUBMITTED BY:	Garry Brumback, Administration
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Certificate of Achievement for Excellence in Financial Reporting - FY 21
BACKGROUND:	The Governmental Finance Officers Association (GFOA) established the Certificate of Achievement for Excellence in Financial Reporting Program (COA) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence in the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. City of Treasure Island has been the recipient of the award for 42 years.
POLICY/PURPOSE:	N/A
STRATEGIC PLAN RELEVANCE:	This award is a clear indication of the city's dedication to the *Community Goal #3 of Cultivating a unified sense Community Pride and Identity.* This award--earned and won now 42 years in a row--is the highest recognition and approval of not only the city's finances but also all of the administrative policies affecting any of the city's numbers. The residents of Treasure Island can look to this award of proof their tax dollars and utility fees are being used correctly and competently.
ANALYSIS/DISCUSSION:	N/A
FUNDING:	Fittingly, no funding is requested nor required for this item.
MOTION:	N/A

ATTACHMENTS:
1 - Result Letter - Awarded.pdf
4 - Detailed Listing of Comments.pdf
5 - Certificate.pdf
6 - Press Release.pdf
AFRA, Finance Department.pdf
AFRA, Mike Munger.pdf

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

1/29/2024

Mike Munger
Finance Director
City of Treasure Island, Florida

Dear Mike:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements**. We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement**. A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement**. When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release**. Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for eligibility requirements and information on completing an application.

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,



Michele Mark Levine
Director, Technical Services

Certificate of Achievement for Excellence in Financial Reporting
Detailed Listing of Comments and Suggestions for Improvement

City of Treasure Island, Florida
Member ID: 206262001
Report #: COA-2022-03721

102 - Introductory section

Comment Number: 3640 **Checklist Question: 2-001-04-3**

Page 3.

The transmittal letter should address the government’s citizens, as well as others (e.g., the governing board). [Certificate Program requirement, eGAAFR Chapter 33 - Introductory Section-Formal transmittal]

104 - Management's discussion and analysis (MD&A)

Comment Number: 3382

Page 26 - Refer to the description of the statement of net position. Note that the net position is the difference between "assets plus deferred outflows of resources" and "liabilities plus deferred inflows of resources" rather than the difference between "assets" and "liabilities." This comment is provided as a reminder.

The discussion of the government’s overall financial position in Management’s Discussion and Analysis should include all applicable financial statement elements (i.e., assets, deferred outflows of resources, liabilities, and deferred inflows of resources). [GASB-S34: 11c; GASB-S63: 7]

106 - Government-wide financial statements

Comment Number: 1219

Page 41 - Refer to the amounts of net position committed for "capital projects" and "debt service." Note that amounts should be classified as "restricted" if they are subject to restrictions that are either (1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or (2) imposed by law through constitutional provisions or enabling legislation. Any portion of net position not already classified as either "net investment in capital assets" or "restricted" should be classified as "unrestricted." Please clarify. [GASB Cod. Sec. 2200.119; GASB-S34: 34; Q&A 7.24.13; GAAFR Chapter 19 - Presentation of net position]

The statement of net position should divide net position into three separate categories, as appropriate: (1) net investment in capital assets, (2) restricted net position, and (3) unrestricted net position. [GASB Cod. Sec. 2200.117; Q&A 7.22.7 and 7.22.8]

Comment Number: 3611

Page 41 - It is unclear why the government does not report any portion of the total OPEB liability as current. Normally, PEB plans not accounted for in a trust have a portion that meets the requirement to be reported as current.

Total pension/OPEB liability or the collective total pension/OPEB liability should be reported with noncurrent liabilities "due in more than one year," except for the full amount of benefit payments expected to be paid within one year. [GASB Cod. Sec. P52.708-2, .727-1, .745-1, and .756-1]

108 - Governmental fund financial statements

Comment Number: 3317 Checklist Question: 8-001-02

Pages 44 and 46 - Clarify for the City Hall Remodel Fund. Refer to the fund description on page 59.

Special revenue funds should be used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. It is unclear whether the fund meets the criteria to be reported as a special revenue fund, since it reports a significant amount of capital outlay or debt service expenditures. Please clarify. [GASB Cod. Sec. 1300.105; GASB-S54: 30; eGAAFR Chapter 4 - Governmental funds]

113 - Pension-related note disclosures

Comment Number: 3570 Checklist Question: 13-600-01

Pages 81-82 - The notes should disclose the amount of total pension expense. This comment was provided last year and was not addressed.

The notes should provide the aggregate amount of pension expense/expenditures or OPEB expense/expenditures for all plans, since the total amount is not otherwise identifiable from information presented in the financial statements. [GASB Cod. Sec. P20.137, .176; GASB Cod. Sec. P22.130; GASB Cod. Sec. P50.144, .189; GASB Cod. Sec. P52.131; GASB-S68: 37 and 74; GASB-S73: 38; GASB-S75: 47, 89, and 162; eGAAFR Chapter 30 - Liabilities-Defined benefit plans]

120 - New Pronouncements

Comment Number: 3654

The GASB has issued the following statement:

Statement No. 91, "Conduit Debt Obligations." The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends December 31, 2022.

Earlier application of this statement is encouraged. For the original pronouncements and the implementation guides, please visit the GASB’s website, www.gasb.org.

Comment Number: 3655

The GASB has issued the following statements:

1. Statement No. 94, "Public-Private and Public-Public Partnerships and Availability Payment Arrangements." The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2023.
2. Statement No. 96, "Subscription-Based Information Technology Arrangements." The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2023.
3. Statement No. 99, "Omnibus 2022." The requirements related to leases, PPPs, and SBITAs will take effect for financial statements starting with the fiscal year that ends June 30, 2023. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 will take effect for financial statements starting with the fiscal year that ends June 30, 2024.
4. Statement No. 100, "Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62." The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2024.
5. Statement No. 101, "Compensated Absences." The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends December 31, 2024.

Earlier application of these statements is encouraged. For the original pronouncements and the implementation guides, please visit the GASB's website, www.gasb.org.

********** END OF COMMENTS FOR COA-2022-03721 **********

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Treasure Island
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

1/29/2024

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Treasure Island** for its annual comprehensive financial report for the fiscal year ended September 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department

City of Treasure Island, Florida

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 1/29/2024

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Mike Munger

Finance Director
City of Treasure Island, Florida

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 1/29/2024

AGENDA ITEM NO. H1.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 5, 2024
SUBMITTED BY:	Stacy Boyles, Public Works
ITEM TYPE:	Presentations
AGENDA SECTION:	PRESENTATIONS
SUBJECT:	Tampa Bay Regional Planning Council Liaison Sarah Vitale, AICP, serving Treasure Island
BACKGROUND:	.
POLICY/PURPOSE:	To provide a brief overview of the Tampa Bay Regional Planning Council (TBRPC) and highlight upcoming events.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	Presentation only.

ATTACHMENTS:

AGENDA ITEM NO. J1.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 5, 2024
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Donations
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Accept Donation from the Isle of Capri Civic Association's Annual Run for the Beaches 5K and One Mile Fun Run/Walk to the Public Works Department
BACKGROUND:	Since 2021, the Isle of Capri Civic Association has hosted the Annual Run for the Beaches 5K and One Mile Fun Run/Walk to benefit and promote community driven sustainability actions and projects.
POLICY/PURPOSE:	City Commission rules require all donations to the City be formally accepted by the Commission.
STRATEGIC PLAN RELEVANCE:	Environmental Sustainability Road Map - GOAL 1: Become an environmentally sustainable and resilient community. OBJECTIVE 1: Fund prioritized Sustainability Plan projects in the City budget. OBJECTIVE 3: Promote community driven sustainability actions. BOLD ACTION 4: Install water bottle filling stations throughout the City.
ANALYSIS/DISCUSSION:	On December 2, 2023, the Isle of Capri Civic Association hosted the 3rd Annual Run for the Beaches 5K and One Mile Fun Run/Walk. Over the past three years, net profits have gone to promote and fund environmental initiatives and projects. The Isle of Capri Civic Association is donating $3,542.80 to the City to purchase a water bottle filling station, which is to include installation and electrical costs. The water bottle filling station is to be placed at Gulf Front Park. The purpose of the water bottle filling station is to help eliminate the use of single plastics and

litter on the beaches. Any remaining funds from this project will be used for landscaping at the new City Hall.

Additional funds in the amount of $766 have been deposited in the newly formed Run for the Beaches, Inc. account to purchase the tools, snacks and beverages for volunteers who attend the City's annual sea oat planting event on April 20, 2024.

FUNDING:

The $3,542.80 donation has been collected and deposited into the Donations revenue in the General Fund (001-366000). The Isle of Capri Civic Association has requested that the donation be used towards the purchase and installation of a water filling station at the Gulf Front Park building, facing the beach trail, with any remaining funds going towards the purchase of Florida-friendly landscaping for the new City Hall.

There may be sufficient projected operating surplus in the General Fund to make these purchases within the current budget. However, should the City not get the items installed by the end of this fiscal year, a special line-item can be added to the FY25 budget to officially expend these donated funds.

MOTION:

I move to accept the generous donation of $3,542.80 from the Isle of Capri Civic Association's annual Run for the Beaches 5K and One Mile Fun Run/Walk to the Public Works Department to benefit and promote community driven sustainability actions and projects.

ATTACHMENTS:

AGENDA ITEM NO. J2.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 5, 2024
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Authorize the City Manager for the Execution of Purchase Order to Hydraulic Supply Company for Hydraulic Services for the Bascule Bridge in the amount of $75,000.00

BACKGROUND:

The construction of the Bascule Bridge was completed in 2007. The City's Public Works Department is responsible for Bridge Preservation/Preventive Maintenance to prevent, delay or reduce deterioration of bridge components to keep the bridge in good working condition. The bridge preservation/preventive maintenance actions are intended to delay the need for costly rehabilitation or replacement of bridge components. Therefore, delaying the replacement of costly components and extending the service life of the bridge in the most cost-effective way.

The Public Works Department (DPW) performs both Cyclical Maintenance and Condition-Based Maintenance Activities as part of the Preventive Maintenance Program which identifies and prioritizes repairs and replacements of Bridge Assets. Cyclic Maintenance activities are performed on pre-determined intervals and Condition-Based Maintenance activities are identified through an inspection process.

POLICY/PURPOSE:	To request authorization from the City Commission to authorize the City Manager to purchase hydraulic services.
STRATEGIC PLAN	**Infrastructure Road Map: Goal 1:** Protect City assets to

RELEVANCE: sustain the future of Treasure Island. **Objective 2:** Fully fund the maintenance of the bascule bridge.

ANALYSIS/DISCUSSION: Hydraulic Supply Company has worked with the City since 2019 for all of our hydraulic system requirements. They have been sole sourced due to their employee's and owner's familiarity with our bridge and the specifics of the hydraulic system. The bascule bridge has 5 nose locks: 4 are in operations at all times and one is a spare. Last year, we had rebuilt one of the nose locks rebuilt and the spare installed. This year we want to remove one at a time and rebuild the other three nose locks. In addition, we have several Preventive Maintenance to be performed to ensure our Bridge Hydraulic System is in perfect operational order.

FUNDING: Funding for this purchase is in the approved FY24 Causeway Fund 001-5411-63422.

MOTION:

I move for the City Commission to approve / deny staff's recommendation to authorize the City Manager to approve a Purchase Order to Hydraulic Supply Company for Hydraulic Services for the Bascule Bridge in the amount of $75,000.00.

ATTACHMENTS:

AGENDA ITEM NO. J3.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 5, 2024

SUBMITTED BY: Mike Baker, Parks & Recreation

ITEM TYPE: Contracts

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Discussion for Consideration to enter into a Non-Exclusive License Agreement with SSOVA, Inc.

BACKGROUND: SSOVA, INC. has been hosting volleyball tournaments in Florida for the last seventeen (17) years. SSOVA is a local based volleyball organization that prides itself in adult and junior competitive beach volleyball events. They have hosted tournaments in Clearwater Beach, Siesta Key, Anna Maria Island, Cocoa Beach and St. Pete Beach. SSOVA has hosted tournaments in Treasure Island since 2022.

POLICY/PURPOSE: Commission approval is required to authorize the City Manager to enter into a Non-Exclusive License Agreement with SSOVA, INC.

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

Objective 3: Expand programming opportunities and unique community events.

Bold Action 2: Highlight family-friendly and sustainability-focused events.

ANALYSIS/DISCUSSION:

The proposed dates for the volleyball tournaments are as follows:

1. 2024:
   March 23/24 with set up on the 22nd.
   June 29/30 with set up on the 28th.
   Sept 7/8 with set up on the 6th.
   Dec 7/8 with set up on the 6th.

2. Dates in 2025, 2026 and 2027 will be selected with four tournament's each year.

SSOVA is anticipating 150-250 teams for the two-day tournaments. Between the players, parents and spectators, anticipated attendance throughout the tournaments could be between 300-500 people each weekend.

SSOVA is proposing an up to 30-net set up in the City's event area on the public beach between 104th Ave to the northern extent of the Treasure Sands parking lot (110th Avenue), as depicted on the site plan. The volleyball court area of approximately 80' wide by 1000' long consisting of up to 30 courts. The distance from the shoreline is two hundred feet (200'). There is a thirty-foot (30') wide pedestrian walkway. Please see the attached site plan proposed by the event organizers from the last December tournament. (**Exhibit A**). A detailed site plan must be submitted 2 weeks prior for approval by Parks & Recreation Director before the event.

Written site plan approval from the Department of Environmental Protection and Florida Fish and Wildlife will be required for each of the proposed tournaments.

Attendees will be encouraged to utilize the City's metered parking at the Gulf Front Park lot, City Hall 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.

There will not be alcohol served at the event, nor will there be food vendors. There may be up to (5) non-food vendor during the tournaments, but they will not utilize tents larger than 10x10. Furthermore, there will not be any staging or commercial equipment for the event.

SSOVA has requested Commission approval to leave the tournament set up overnight for the duration of each event. This would include the volleyball courts (poles, nets & boundary lines), ball-stop boundaries and main 10 x 10 tents. The Parks and Recreation Department has met with the event organizers to discuss the Leave No Trace Ordinance City Code, §58-51. Contingent upon Department of Environmental Protection and Florida Fish and Wildlife written approval, the event planners are requesting the Commission's approval to allow for the set up to remain overnight for the requested tournaments.

SSOVA will deliver bagged trash will be responsible for emptying trash receptacles and disposing of trash bags in the community center dumpster. After completion of the event, if additional cleanup is needed by City staff, SSOVA will reimburse the City for additional. cleanup.

The tournament attendees will utilize the restroom facilities at Gulf Front Park. SSOVA will provide no less than five (5) 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 each tournament as additional portable toilets may be required during anticipated busy beach weekends.

SSOVA has requested permission to use one (1) utility vehicle, for set up and break down of event material since the courts are farther away from the parking lot. During the event, SSOVA staff will only be permitted to drive the utility vehicle for transporting supplies utilized for the event. The City's Memorandum of Understanding with the Florida Division of State Lands does not permit motorized vehicles to remain on the beach overnight; therefore, the utility vehicle will need to be removed from the beach each day at the completion of the event. No vehicles are to be driven over the beach mobility mat.

If raking of the playing area is requested, City staff will need to be notified within (30) days of the event. If the request is approved by the State and the City, City staff will be responsible for any work performed and will be reimbursed for

any attributed work.

SSOVA will be required to provide the City with their Certificate of Liability Insurance naming the City of Treasure Island as an additional insured entity in an amount no less than one million dollars.

The City will provide parking passes to SSOVA for the tournaments as follows.
(3) parking passes on Friday of the proposed event dates.
(7) parking passes on Saturday and Sunday for each of the proposed event dates.

Should the Commission approve the event, SSVOA will continue to work with Visit St. Pete-Clearwater to promote the event.

FUNDING: SSOVA has paid the $500 Commission Review Fee to enter into a Non-Exclusive License Agreement as determined by the City's Adopted FY24 Fee Schedule. Each tournament will be assessed the low impact special event fee of $500.
Additionally, after each tournament SSOVA will donate 5% of the net profits of the tournament to the City of Treasure Island's Summer Camp Scholarship Program.

MOTION: I move to authorize the City Manager to enter into a non-exclusive license agreement with SSOVA Inc.

ATTACHMENTS:
SVOAA, Inc. Contract_Volleyball Tournaments.pdf
Site Plan SSOVA.pdf

CITY OF TREASURE ISLAND

CONTRACT AND GENERAL CONDITIONS FOR OPERATION OF SSOVA, INC. VOLLEYBALL TOURNAMENTS

This **CONTRACT ("CONTRACT"),** entered into on this 20th day of February, 2024 ("Effective Date"), by and between the **CITY OF TREASURE ISLAND**, a Florida municipal corporation with its principal address at 120 108th Avenue, Treasure Island, FL 33706 ("CITY") and **SSOVA INC,** a Florida corporation with its principal place of 1945 20th St. S, St. Petersburg, FL 33712 business at ("CONTRACTOR")(collectively, the "Parties"), who in consideration of the mutual promises and agreements set forth herein, agree as follows:

ARTICLE 1 – SCOPE OF CONTRACT

SSOVA Tournaments

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 three SSOVA Volleyball Tournaments (hereinafter the "EVENTS" or an "EVENT") to be held in the CITY during the dates and times as provided herein.

ARTICLE 2 – TERM AND DATES OF APPLICABILITY

1. The EVENTS shall be held on: March 23rd through the 24th, 2024; June 29th through the 30th, 2024; September 7th through the 8th, 2024; and December 7th through the 8th, 2024. Each tournament will consist of a setup day on a Friday from 7:00 am to 5:00 pm. Tournament play will be on a Saturday from 8:00 am to 6:00 pm and on a Sunday from 8:00 am to 6:00 pm. Each tournament will have a breakdown day on a Sunday from 2:00

pm to 6:30 pm (hereinafter, all dates on which the EVENTS are scheduled shall be referred to as the "EVENT DATE").

2. EVENT setup may begin no earlier than 7:00 am on a Friday with breakdown being completed by no later than 6:30 pm on a Sunday. This CONTRACT shall be in effect from the date first written above until the third EVENT breakdown on December 8, 2024, at 6:30pm. This CONTRACT shall govern CONTRACTOR's rights and obligations in connection with each EVENT from the commencement of each 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 each event, a detailed site plan depicting the amount volleyball courts, tents, locations, and schedule of each EVENT, which shall include the agreed upon set-up date/times through breakdown of each 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.

3. This CONTRACT shall be in effect from the date first written above until EVENT breakdown on December 8th, 2024, at 6:30 pm with a renewal term of three additional one-year terms for the four tournaments each year. Each such renewal may be entered into by a written document signed by the CONTRACTOR and City Manager. Any other requests for changes to the CONTRACT will require additional Commission approval and an amendment to this CONTRACT.

4. The EVENT area shall be limited to the public beach, approximately 200ft from the water's edge from 107th Ave to the northern extent of the Treasure Sands parking lot (110h Avenue), as depicted on the site plan. The beach shall remain open to the public during each EVENT. This CONTRACT does not provide CONTRACTOR any exclusive rights to CITY owned property. The CONTRACTOR must rope and post around the dune area to keep spectators out and from off of the dunes. The CONTRACTOR shall not enter or traverse in the dunes.

5. CONTRACTOR may plug into CITY's existing electric on the public beach but must trench and bury any electrical cord. CONTRACTOR agrees to pay an electrical fee of one hundred dollars ($100) per tournament to use the electricity on the public beach.

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 unless otherwise specified herein shall cease. If the EVENTS are 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 volleyball tournament related equipment on the beach overnight during each tournament.

2. The CITY is not requiring CONTRACTOR to hire off duty police officers or private security guards for the EVENTS. Any and all incidents shall be handled by on-duty police officers.

ARTICLE 5 - OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), to be submitted to the CITY 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 each EVENT and Effective Date of this CONTRACT beginning at set up time no earlier than 7:00 am on the Friday of each EVENT, through the final breakdown of each EVENT no later than 6:30 pm on each Sunday of the EVENTS. See Article 8 for more information regarding insurance.
2. CONTRACTOR is required to get all necessary approval from the Florida Department of Environmental Protection ("DEP") prior to each EVENT set up and provide the CITY with any and all approval documentation. CONTRACTOR's failure to obtain the necessary approval from DEP shall result in the immediate termination of this CONTRACT.
3. CONTRACTOR is responsible to provide staff or volunteers for the cleanup, trash pickup, and trash disposal generated by each EVENT. Throughout each EVENT and at the conclusion of the EVENTS, the EVENT 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 disposing of trash bags in the community center dumpster. Any additional cleanup attributed to each of the EVENTS will be conducted by the CITY and CONTRACTOR will reimburse the CITY for any and all of this additional work related to the EVENTS.
4. No sale of alcohol shall be permitted on the beach.
5. No sale of food shall be permitted on the beach.

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

7. CONTRACTOR is permitted to leave equipment on the beach overnight through each approved tournament, so long as Contractor has received approval from DEP and FWC.

8. 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) per tournament to use the electricity on the public beach.

9. At each proposed tournament, CONTRACTOR shall provide up to five (5) portable toilets to be stationed by the Gulf Front Park bathroom facility. That required number of portable toilets will be at the discretion of the CITY for each tournament as additional portable toilets may be required during heavy beach seasons. Portable toilets must be depicted on a detailed site plan, as required by Article II of this CONTRACT.

10. 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.

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

Friday	Setup	(7:00am-5:00pm)
Saturday	Tournament	(8:00am-6:00pm)
Sunday	Tournament	(8:00am-6:00pm)
Sunday	Pick-up games & tear-down	(2:00pm-6:30pm)

12. The EVENTS will be limited to no more than a 30 net set up on the beach event area on the public beach between 107th Ave to the northern extent of the Treasure Sands parking lot (110th Avenue), as depicted on the site plan.

13. The CITY shall not waive parking meter fees for the EVENTS. The City will provide event paid parking in the Treasure Island Community Park on a tournament-by-tournament basis. The CONTRACTOR shall pay the CITY's cost to operate the parking lot, if the CITY is unable to recover its cost through parking fees. The CITY will provide three (3) parking passes for the Friday of each proposed tournament and seven (7) parking passes for Saturday and Sunday of the proposed event.

14. No parking shall be allowed on the beach.

15. The CONTRACTOR will reimburse the CITY for all attributed costs related to the EVENT.

16. In agreeing to enter this CONTRACT, CONTRATOR agrees to promote the EVENTS with Visit St. Pete-Clearwater and donate 5% of the net profits of the tournament to the City of Treasure Island's Summer Camp Scholarship Program.

17. The CITY prohibits the use of all vehicles whatsoever on the Public Beach in connection with the activities authorized under this CONTRACT. However, in the interest of public safety, the CONTRACTOR is permitted to use one (1) utility vehicle for the setup and tear down of the EVENT. Additionally, the CONTRACTOR and its employees will be permitted to drive the utility vehicle for transporting supplies during the Event. The CONTRACTOR 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.

However, nothing in this CONTRACT authorizes CONTRACTOR 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"). CONTRACTOR is prohibited from taking any action in violation of the Injunction or Section 161.58, Florida Statutes.

18. All vehicles are to avoid driving over the mobility mat.

19. CONTRACTOR is required to have all participants in the EVENT 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 CONTRACTOR under this CONTRACT, the enforcement of this CONTRACT, or resulting from the activities of the CONTRACTOR in any way connected to this CONTRACT, 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, CONTRACTOR must notify the Recreation Department at 727-547-4575, Ext. 238, the same day of the injury.

CONTRACTOR 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

participation in SSOVA INC Event, 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 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 CONTRACT.

For children under the age of 18 years old participating in the Event, CONTRACTOR 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 SSOVA INC. 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 SVH BEACH RENTAL INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This CONTRACT is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to the Event. 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 CONTRACT. This indemnification provision will survive the termination or expiration of this CONTRACT. Nothing contained in this CONTRACT 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.

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-one (21) days 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, INSURANCE AND BONDS

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. Certificate of Insurance

CONTRACTOR is required to provide the CITY with a Certificate of Liability Insurance naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000), 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 7:00 am on March 23rd, 2024, through the final breakdown of the EVENT no later than 6:30 pm on December 8, 2024.

CONTRACTOR shall furnish The CITY with proof of insurance coverage, at least five (5) days prior to the first day of the EVENT as follows:

- A policy naming the CITY as an additional insured entity at a level no less than One Million Dollars ($1,000,000) of General Liability Insurance;
- Comprehensive Automobile Liability. CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
- Worker's Compensation Insurance. CONTRACTOR will maintain adequate workman's compensation insurance in the amounts as required by law for all instructors and employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.
- The name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the insurer will mail notice to the CITY at least five (5) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy.
- The Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverage's required in this CONTRACT.

The CITY shall be names as an additional insured, except on the worker's compensation policy. The Certificate of Insurance shall cover the entire day/times encompassed by the Event and Effective the Date of this CONTRACT beginning at set up time and through final breakdown of the Event. Proof of the insurance coverage required under this CONTRACT shall be provided to the city at least five (5) days prior to the first day of the Event.

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. Successive Interest

This CONTRACT is not assignable without the express prior written approval of the CITY in its sole discretion.

10. 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.

11. 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.

12. 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.

13. 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:
SSOVA, Inc.
1945 20th St. S.
St. Petersburg, FL 33712

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

Pursuant to section 286.101, Florida Statutes, CONTRACTOR shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of

$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

CONTRACTOR's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. CONTRACTOR represents that within one (1) year before proposing any contract to the CITY, CONTRACTOR provided a copy of such disclosure to the Florida Department of Financial Services.

18. Scrutinized Companies

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

19. Identification Documents

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

20. Public Records

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of the CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CITY to perform the work contemplated by this CONTRACT; (b) upon request from the CITY's custodian of public records, provide the CITY with a copy of the

requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this CONTRACT and following completion or termination of this CONTRACT, if CONTRACTOR does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this CONTRACT, (i) if the CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to the CITY, CONTRACTOR shall transfer, at no cost, to the CITY, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the CITY, CONTRACTOR shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this CONTRACT. If CONTRACTOR transfers all Public Records to the CITY pursuant to (d)(i) above, CONTRACTOR shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If CONTRACTOR keeps and maintains Public Records pursuant to (d)(ii) above, CONTRACTOR shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology of the CITY. If CONTRACTOR does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance and termination of this CONTRACT. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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

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

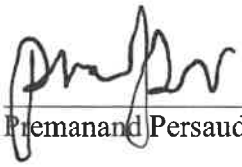
CITY: The City of Treasure Island

Gary Brumback, City Manager

ATTEST:

Celine Kidwell, City Clerk

CONTRACTOR: SSOVA INC



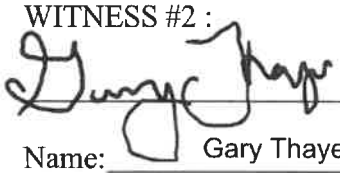
Premanand Persaud, President

WITNESS #1:

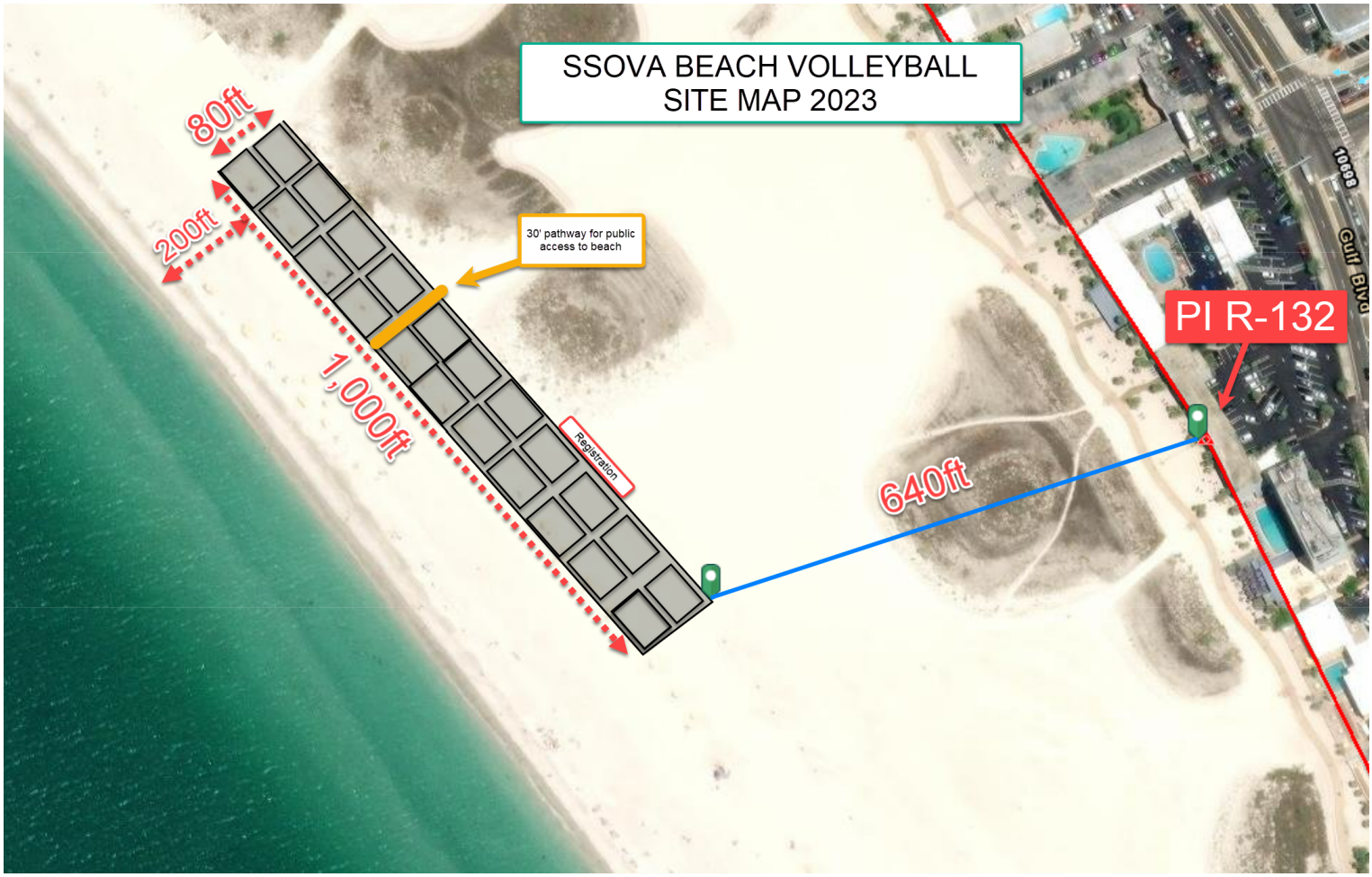
Isabella Thayer-Persaud

Name: Isabella Thayer-Persaud

WITNESS #2 :



Name: Gary Thayer



APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.

_____ December 22, 2023

Reviewed by Date

RECEIVED
November 2, 2023
OFFICE OF RESILIENCE AND COASTAL PROTECTION
PI-816