BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, OCTOBER 29, 2024 – 6:00 PM
COMMISSION CHAMBERS, 10451 GULF BLVD TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

Meeting of Protocol and Rules of Decorum

To uphold the principles of open government and ensure a positive environment for citizen input and Commission decision-making, the following Meeting Protocol and Rules of Decorum have been established, per City Commission Rules of Procedures:

1. *Complete a card for each agenda item you wish to discuss and submit it before the discussion.*
2. *Any person addressing the Commission shall step to the podium, provide his or her name, and his or her district or non-resident. Please speak into the microphone.*
3. *Public comment is limit to five minutes.*
4. *All comments must be made to the Commission as a body.*
5. *Speakers on non-agenda and agenda items should provide new information and avoid repetition.*
6. *Prohibited behavior includes, but is not limited to, acts of violence, making threats or "fighting words", being unduly repetitious or presenting on matters, continuing to speak after the allotted time, interfering with the rights of others to speak, hear, or see the proceedings, disrupting the proceedings with excessively loud noise, etc.*

The Sergeant-at-Arms will enforce decorum, with authority to remove or arrest individuals who disrupt the meeting.

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. COMMISSIONER REPORTS

Commissioner Toth
Commissioner Doctor
Commissioner Minning
Commissioner Dickey
Mayor Payne

G. CITY MANAGER AND CITY ATTORNEY REPORTS

City Attorney Jennifer Cowan
City Manager Chuck Anderson

H. APPROVAL OF MINUTES

H.1 Approval of Minutes: Commission Regular and Workshop Meeting Minutes and Special Meeting Minutes
05 07 2024 board-of-commissioners_minutes_summary.docx
05 15 2024 board-of-commissioners_special meeting minutes.docx
06 04 2024 board-of-commissioners_regular meeting minutes_summary.docx

I. CONSENT AGENDA

I.1
FY25 Contract for Services with Pinellas County Sheriff's Office

Treasure_Island.FY25.Contract.DRAFT__3_.docx

I.2 Ratification of Expenses to TLC Diversified, LLC for repair of a damaged sewer lateral located at 10650 Gulf Boulevard in the Total Amount of $105,659.
Pay App 01 241701 093024 TLC.pdf

I.3 Pinellas County Interlocal Agreement for Substantial Damage Inspections and Assessment Data Entry
2024 Pinellas County ILA.pdf

J. ITEMS OF BUSINESS

J.1
Adoption of Emergency Ordinance 2024-25: Amending Section 10-81 to Remove Financial Expenditure Limits for Disaster Response to Hurricanes Helene and Milton to Ensure Community Safety

ORD2024-25Emergency_Ordinance_re_Spending_in_Emergencies__02767678-2.docx

J.2 Resolution 2024-08, Life Intervention Focus Team (LIFT) Board Appointments
RES2024-08 LIft appiontment.docx
Dalton, Keith LIFT Application.pdf
Furlong, Kurt LIFT Application.pdf
Miner, Dorothea LIFT Application.pdf
Miro, Carlos LIFT Application.pdf
Smith, Leslie LIFT Application.pdf

J.3 First Amendment to City Manager Agreement
First Amendment to City Manager Agreement - Anderson (02767377)

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 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 29, 2024
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of Minutes: Commission Regular and Workshop Meeting Minutes and Special Meeting Minutes
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	To seek approval for the minutes of the Commission Meeting(s).
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	.
MOTION:	I move to approve the minutes of the Commission Regular Meeting, Workshop and Special Meeting as written.

ATTACHMENTS:
05 07 2024 board-of-commissioners_minutes_summary.docx
05 15 2024 board-of-commissioners_special meeting minutes.docx

06 04 2024 board-of-commissioners_regular meeting minutes_summary.docx

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, MAY 7, 2024 – 7:00 PM
CITY HALL COMMISSION CHAMBERS
10451 GULF BOULEVARD, TREASURE ISLAND, FL 33706

MINUTES

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

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan had no report.

City Manager Garry Brumback provided an update on beach renourishment The City is actively pursuing beach renourishment for Sunset and Sunshine beaches under existing authorizations, with ongoing evaluations for the erosion control line and easements needed for final design and construction by the Army Corps, while Pinellas County develops a short-term renourishment plan for all affected beaches.

With the recent funding increase from Governor DeSantis, we consulted our federal lobbyist to advance our initiatives with the Army Corps. Senators Scott and Rubio have expressed their support, and we will send letters to thank them and invite them to visit Treasure Island.

City Manager Brumback reported a recent issue regarding beach preservation, separate from renourishment efforts. The groin behind the Sunset Beach Pavilion is now 50 years old and requires repair. A study will be initiated to address this.

B. DISCUSSION

B.1 Ordinance 2024-08 Amending the city code for Parks and Recreation rules and regulations banning personal fireworks on public property

Amending the city code for Parks & Recreation rules and regulations to ban personal fireworks on public property.

The Commission moved this item to the Regular Meeting Agenda.

C. PUBLIC COMMENT

- **Ron DeBaise, District 2:** Spoke about property tax, criticized hotels for not paying their fair share, raised concerns about landscaping, and questioned the costs associated with the search for a new city manager.

  City Manager Garry Brumback responded to inquiries about property tax, hotel tax, city beautification, and the search for a new city manager. He noted that the search firm, based in Lakeland, FL, is conducting a national search with a budget of $30,000 allocated for this project.

- **Margaret Musa-Granda, District 4:** resident and member of the Florida Bar, commented on disparities in quality of life.

- **Carol Braddy, District 1:** Previously addressed the commission advocating for better communication with island residents. As Secretary of the Isle of Capri Civic Association (ICCA), she commended the city for its efforts and expressed support for the commission, particularly praising Jason Beisel, the city's Public Information Officer, for effectively relaying city news to residents.

D. ADJOURNMENT

The meeting was adjourned at 8:01 p.m.

Respectfully submitted,

Celine Kidwell
City Clerk
City of Treasure Island

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS SPECIAL MEETING
WEDNESDAY, MAY 15, 2024 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:00 p.m. and the Pledge of Allegiance was recited.

B. ROLL CALL

Present: 5 – Mayor J. Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Bob Minning
Commissioner Arden Dickey

C. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

There were no public comments.

D. ITEMS OF BUSINESS

D.1 Selection of City Manager Finalists

Doug Thomas, Executive Vice President of Recruitment & Leadership Development at Strategic Government Resources (SGR), initiated the search for a new City Manager on March 7, 2024. After an extensive screening process from an initial 14 semifinalists, 12 candidates remained active, as Cary Vargo and Jeff Mihelich withdrew their applications.

Semifinalists (in alphabetical order by first name):
1. Angela (Angie) Stone
2. Brian Kelley
3. Charles (Chuck) Anderson
4. James Slaton

5. Kenneth (Ken) Griffin
6. Lawrence McNaul
7. Patrick Comiskey
8. Paul Brake
9. Robert (Rob) Hillard
10. Scott Moye
11. Taylor Brown
12. Thomas (Ted) Yates

Mr. Thomas presented comprehensive backgrounds on each semifinalist for review and discussion by the Commission. After deliberation, the Commission selected six finalists to advance to the next phase of the recruitment process.

Finalists (in alphabetical order by first name):
1. Charles Anderson
2. James Slaton
3. Patrick Comiskey – Alternate
4. Scott Moye
5. Taylor Brown
6. Thomas Yates

The finalists' resumes and cover letters were included in alphabetical order as attachments to the agenda. The Commission will make its final selection of the top candidate, anticipated during a Special Meeting on June 20, 2024.

Further discussions and interviews with the finalists are planned to identify the most suitable candidate for the City Manager position. A 'Meet and Greet' session with the public will be held before the interviews. Final deliberations and the decision are scheduled for June 20, 2024, during a dedicated Special Meeting.

E. ADJOURNMENT

Mayor Payne adjourned the meeting at 8:23 p.m.

Respectfully submitted,

Celine Kidwell
City Clerk
City of Treasure Island

CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JUNE 4, 2024 – 6:00 PM
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:05 p.m. and the Pledge of Allegiance was recited.

B. ROLL CALL

Present: 5 – Mayor J. Tyler Payne
Commissioner Deb Toth
Vice Mayor John Doctor
Commissioner Bob Minning
Commissioner Arden Dickey

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There was consensus to approve the regular and workshop agendas as presented.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D1. Employee Recognition: Celebrating Brian Harris's 20 years of service to the City

Human Resources Generalist Lauren Quinto acknowledged and extending heartfelt congratulations to Brian Harris for his remarkable 20 years of dedicated service to the City of Treasure Island.

The City Commission expressed its deep appreciation for his dedication and significant contributions to the community over the years.

D2. Proclamation - June 2024 LGBTQ Pride Month

Mayor Payne read the June 2024 LGBTQ Pride Month Proclamation, highlighting the importance of celebrating diversity and inclusivity. The Commission expressed support,

E. PRESENTATIONS

E1. Sons of the American Legion 13th Annual "Spring Salute" Car & Truck Show Award

American Legion awarded Police Officer of the Year, Firefighter of the Year, EMT of the Year

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

There were no public comments.

G. COMMISSIONER REPORTS

- Commissioner Toth thanked Merecedes Nelson-Palmer and Mike Clay for speaking TI Hurricane Export and addressed the upcoming events.
- Vice Mayor Doctor had no report
- Commissioner Minning
- Commissioner Dickey expressed gratitude to the Treasure Island Fire Department and Treasure Island Police Department for their assistance during the Southeastern Guide Dogs' Meeting, emphasizing the importance of experiencing the sirens, uniforms, and bunker gear firsthand.
- Mayor Payne noted the impact of recent winter storms and informed that the city is closely monitoring beach renourishment efforts. Additionally, Mayor Payne mentioned the legislative session in Tallahassee, FL.

H. APPROVAL OF MINUTES

H1. Approval of Minutes: Commission Special Meetings for April 19, 2024 and May 15, 2024

Mayor Payne introduced the item.

There was no public comment. There were no Commission questions or discussion. Mayor Payne requested a motion.

Motion: A motion was made by Commissioner Toth, seconded by Commissioner Wetzel; to approve the Commission Regular and Workshop Minutes of January 16, 2024, as written. **The motion carried on the following roll call vote:**

Moved by Deb Toth; seconded by Maribeth Wetzel to Approve.
Motion Passed: 4 - 0
Voting For: Deb Toth, Maribeth Wetzel, John Doctor, and J. Tyler Payne
Voting Against: None

I. CONSENT AGENDA

I1. Hold Harmless Agreement for Use of City of St. Petersburg Training Facility

Request approval of Hold Harmless Agreement with City of St Petersburg.

J. ITEMS OF BUSINESS

J1. First reading and public hearing for Ordinance 2024-07, Amending Chapter 38 Recycling and Waste Management

Mayor Payne announced the item.

City Attorney Jennifer Cowan read Ordinance 2024-07 by title only.

Public Works Director/Sustainability Coordinator Stacy Boyles spoke to Ordinance 2024-07, First Reading, amending Chapter 38 Recycling and Waste Management.

The proposed revisions aim to address pressing concerns regarding the maintenance of dumpster enclosure areas and waste collection areas/containers, ensuring compliance with established standards while enhancing working conditions for City staff. The meeting concluded with a call for further feedback and discussion before the second and final reading of Ordinance 2024-07.

After Commission discussion on clarification regarding the reclassification, and no public comments. Mayor Payne called for a motion.

Motion: A motion was made by Commissioner Doctor, seconded by Commissioner Toth, to approve and schedule Ordinance 2024-07 for a second and final public hearing on June 18, 2024. **The motion carried on the following roll call vote:**

Moved by John Doctor; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: J. Tyler Payne, Deb Toth, John Doctor, Bob Minning and Arden Dickey
Voting Against: None

J2. Motion to Authorize the City Manager for the Execution of Purchase Order to Harborside Fleet Solutions, LLC for Vehicle Repair Services in the amount of $60,000.00

Mayor Payne announced the item.

Harborside Fleet Solutions, LLC is a diesel/fleet repair shop that the City started utilizing in 2023 for mobile repair services aimed at onsite repairs to diesel engine equipment. This initiative was part of a trial to assess integration into the garage maintenance program. The request seeks authorization from the City Commission for the City Manager to procure vehicle repair services.

Harborside Fleet Solutions, LLC commenced service repairs in August 2023, primarily focusing on issues requiring mobile repair services. However, due to limited garage mechanics in the last three months, their services have been utilized more extensively than anticipated. This has led to surpassing the initial purchase authorization of $25,000

without Commission approval. Hence, the Public Works Department seeks Commission authorization for the City Manager to procure vehicle repair services from Harborside Fleet Solutions, LLC, totaling $60,000.

Funding for this purchase is available in the approved FY24 Solid Waste Fund 430-5340-46200.

The Commission had no questions or discussion, and there were no public comments. Mayor Payne then called for a motion.

Motion: A motion was made by Commissioner Doctor, seconded by Commissioner Toth, to authorize the City Manager to approve a Purchase Order to Harborside Fleet Solutions, LLC for vehicle repair services in the amount $60.000.00. **The motion carried on the following roll call vote:**

Moved by John Doctor; seconded by Deb Toth to Approve.
Motion Passed: 5 - 0
Voting For: J. Tyler Payne, Deb Toth, John Doctor, Bob Minning and Arden Dickey
Voting Against: None

K. ADJOURNMENT - Meeting adjourned at 7:06 p.m.

Respectfully submitted by:

Celine Kidwell, CMC, FRMA
City Clerk
City of Treasure Island

AGENDA ITEM NO. I.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 29, 2024

SUBMITTED BY: Gabriella Foster, Police

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT:

FY25 Contract for Services with Pinellas County Sheriff's Office

BACKGROUND:

The City Commission approved outsourcing the Treasure Island Police Department Communications Division to the Pinellas County Sheriff's Office in June of 2013. At that time, the Pinellas County Sheriff's Office contract was executed with a provision for annual renewals. The City has renewed the communications contract for the past ten (11) years. For FY24-25, the City received a contract renewal notice from the Pinellas County Sheriff's Office along with an invoice in the amount of $76,827.86.

POLICY/PURPOSE:

To continue to provide critical communications services for the Treasure Island Police Department.

STRATEGIC PLAN RELEVANCE:

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

ANALYSIS/DISCUSSION:

The Treasure Island Police Department has utilized the communications services (911 services) with the Pinellas County Sheriff's Office since 2013. Staff has been very satisfied with the quality of service and available resources. By utilizing the contracted services, Treasure Island Police Officers have access to data and information from surrounding communities which ultimately enhances the quality of service to our residents.

FUNDING:

The FY25 budget anticipated a 10% increase in these services

	and thusly included $75,700 in the PD budget (001-5210-34000). However, the rate for these services increased 11.2%, meaning this expense is about $1,130 more than was budgeted. This is a minor overage and can be absorbed within available General Fund accounts.
MOTION:	The move to approve / deny the execution of the agreement for communication services providing for computer-aided dispatch from the Pinellas County Sheriff's Office effective October 1, 2024 through September 30, 2025.

ATTACHMENTS:
Treasure_Island.FY25.Contract.DRAFT__3_.docx

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

A. COMPUTER AIDED DISPATCH (CAD)

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

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

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

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

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

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

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

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

9. In return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of SEVENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS AND NINETY-TWO CENTS ($75,745.92), which is based upon 14 licenses as noted in Attachment 1. This cost is not inclusive of the ongoing monthly amount charged by Verizon to forward the CITY'S non-emergency phone lines, which charges shall also be paid by the CITY to Verizon once determined by Verizon.

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

B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)

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

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

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

4. The City's police department local area network is able to link to the Sheriff's Office

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

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

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

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

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

by the 12th of the month, the data will be submitted to FDLE by the 15th of the month "as is." The CITY has elected to be designated as an RMS Contract CITY in FDLE's FIBRS records, which will require the CITY to verify the CITY'S UCR data after it is submitted to FDLE.

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

10. In return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of ONE THOUSAND EIGHTY-ONE DOLLARS AND NINETY-FOUR CENTS ($1,081.94). This cost reflects the ongoing costs for the term of the agreement as detailed in Attachment 1, herein incorporated, and is based upon two licenses for sufficient access to ACISS. Additionally, the cost for police reports is $5.50 per report generated by ARMS Unit staff. Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt. A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file. For billing purposes, the "PCSO-Supporting Documents" template must be used in order to result in no charge.

C. <u>TRAFFIC CRASH REPORTING SYSTEM</u>

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

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

3. The SHERIFF has provided the CITY police department training in the utilization of TraCS in conjunction with the initial ACISS training. The parties agree that the goal

in training CITY officers in the use of TraCS was to develop expertise on the part of one or more officers to the extent they would become responsible for training new officers who are employed by the CITY in the future; thus, said training is now the responsibility of the CITY.

D. FORENSIC SCIENCE SERVICES

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

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

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

E. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF within thirty (30) days of the effective date of this Agreement the sum of SEVENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY-SIX CENTS ($76,827.86), which reflects the minimum sum due for all services to be rendered during the term of this Agreement, excluding the charges for Verizon, the police reports, as indicated above, and crime scenes processed, if any (See Attachment 1).

F. CONTACT PERSONS

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

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

G. PUBLIC RECORDS REQUESTS

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

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

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

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

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

H. TERMINATION

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

I. COMPLETE AGREEMENT

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

J. MODIFICATION

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

K. ASSIGNMENT

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

L. INDEMNIFICATION

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

M. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2024, through September 30, 2025.

The remainder of the page left intentionally blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this __day of _____ 2024.

ATTEST: CITY OF TREASURE ISLAND, FLORIDA

City Clerk Mayor

Approved as to form and correctness:

City Attorney Chief of Police

SHERIFF OF PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

AGENDA ITEM NO. I.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 29, 2024
SUBMITTED BY:	Mike Helfrich, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Ratification of Expenses to TLC Diversified, LLC for repair of a damaged sewer lateral located at 10650 Gulf Boulevard in the Total Amount of $105,659.

BACKGROUND:

On Sunday, September 8, 2024, the City was notified of a depression in the south bound lane of Gulf Blvd near the median just south of 107th Ave in front of the Bilmar located at 10650 Gulf Blvd. This depression was created by a damaged sewer lateral that created the depression due to water infiltration. This lateral was a known lateral that was to be lined, however, due to the heavy rains the road base was damaged, and the road developed a depression. The area was temporarily coned off until the City's emergency contractor was able to set up a more permanent maintenance of traffic around the depression.

POLICY/PURPOSE:

Approve the ratification of expenses to TLC Diversified, LLC for repair of a damaged sewer lateral located at 10650 Gulf Boulevard.

STRATEGIC PLAN RELEVANCE:

Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION: On Tuesday, September 10, 2024, TLC Diversified, LLC set up Maintenance of Traffic to begin repairs for the broken 8-inch ductile iron sewer lateral.

Because of the emergency and the vital nature of the passage of traffic on Gulf Blvd. the City directed TLC to immediately start repairs, maintain a bypass pumping operation and set up Maintenance of Traffic.

The cost for the emergency repairs is $105,659 **(See Exhibit 1)**.

Chapter 2, of the code of ordinances of the City of Treasure Island provides for the following:

Sec. 2-277. - Authorization of purchases; emergencies.

In case of an actual or impending emergency that requires the immediate purchase of supplies, repairs or contractual services, the city manager may, without prior city commission approval, secure, by open market procedure at the lowest obtainable price, any supplies or services not exceeding $25,000.00. A full report of the circumstances of all emergency purchases shall be filed with the city commission by the city manager at its next regular or special meeting. In the event an emergency requires the expenditure of more than $25,000.00, the city manager may approve the purchase and shall bring the expenditure to the city commission for ratification at the next regular, special or emergency meeting of the city commission.

FUNDING:

The Wastewater Fund contingency account will be used for this emergency repair.

MOTION:

I move that the City Commission approve / deny staff's recommendation to approve the ratification of expenses to TLC Diversified, Inc for the repairs of the damaged sewer lateral located at 10650 Gulf Boulevard in the total amount of $105,659.

ATTACHMENTS:
Pay App 01 241701 093024 TLC.pdf

APPLICATION AND CERTIFICATE FOR PAYMENT

To: City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

Project: Utility Rehab & Construction Services
Treasure Island Gulf Blvd Sewer Repair

Application: 1

Period to: 09/30/2024

Contract No.: 240055-B-AS
Contract Date: 05/07/2024

PO Reference No.:

From: TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL. 34221
941-722-0621

Distribution to:
___ OWNER
___ ENGINEER
___ CONTRACTOR

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner TOTAL		
Approved this month Number / Date Approved 1 Final Adjustments		$0.00
TOTALS	$0.00	$0.00
Net Change by Change Orders		$0.00

	Total Stored Material	
1	**Original Contract Sum**	$110,394.00
2	Net Change by Change Orders	$0.00
3	**Contract Sum to Date (Line 1 + 2)**	$110,394.00
4	**Total Completed**	$105,659.00
5	**Total Stored Material**	$0.00
6	**Total Completed and Stored**	$105,659.00
7	**Retainage** 5.00% (of completed work)	$5,282.95
8	**Total Earned Less Retainage** (Line 6 less Line 7 Total)	$100,376.05
9	**Less Previous Certificates for Payment** (Lines 9 + 10 from prior certificate)	
10	**Current Payment Due (Line 8 less line 9)**	**$100,376.05**
11	**Balance to Finish, Plus Retainage** (Line 3 less line 8)	$10,017.95

CONTRACT DATA

Bids Received	04/02/2024
Notice to Proceed	05/07/2024
Days, Substant. Comp.	
Days, Final Comp.	1094
Time Extentions Allowed	
New Final Completion Date	05/06/2027
Percent Complete - $$$	95.71%
Percent Complete - Time	13.35%
Time Elapsed to Date:	146

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TLC Diversified, Inc.

By: _____ **Date:** 9/25/2024

OWNERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onside observations and the data comprising the above application, the Architect/Engineer certifies to the Owner that to the best of his/her knowledge, information and belief, the Work has progressed as indicated, that the quality of work is in accordance with said Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $_____

(Attach explanation if amount certified differs from that applied for)

CONSTRUCTION INSPECTOR

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Utility Rehabilitation and Construction Services

240055-B-AS

Base Work Order - TLC Diversified, Inc.

M&P = Measurement and Payment
UOM = Unit of Measurement
EA = Each
N/A = Not Applicable
TN = Ton
LB = Pound
FDOT = Florida Department of Transportation Specifications

Specs = Specifications
LF = Linear Feet
SY = Square Yard
SF = Square Foot
CY = Cubic Yard
ED = Each Day
HR = Hour

Item No.	M&P Item #	Description	UOM	Qty.	Unit Cost	Extended Cost	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
6		**Control and abatement of erosion and water pollution**										
10	1.02	Filter Sock or Log	EA	1	$ 125.00	$125.00		1.00	$125.00	1.0	$125.00	100%
11		**Earthwork and related operations**										
12	1.03	Excavation of unsuitable material - haul offsite and dispose (truck measure)	CY	18	$ 50.00	$900.00		18.00	$900.00	18.0	$900.00	100%
15		**Asphaltic concrete surface and friction courses**										
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5 11" thick existing	SY	146	$ 77.00	$11,242.00		146.00	$11,242.00	146.0	$11,242.00	100%
32	1.11	Flowable fill	CY	26	$ 275.00	$7,150.00		26.00	$7,150.00	26.0	$7,150.00	100%
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	32	$ 250.00	$8,000.00		32.00	$8,000.00	32.0	$8,000.00	100%
34		**Concrete sidewalk, driveways and curb elements**										
36	1.09	Concrete sidewalk or driveway 6" thick	SY	6	$ 175.00	$1,050.00		6.00	$1,050.00	6.0	$1,050.00	100%
37	1.09	Type F curb & gutter	LF		$ 40.00							
39	1.09	Special Refill Materials - Crushed Stone	CY	4	$ 175.00	$700.00		4.00	$700.00	4.0	$700.00	100%
45		**Traffic control devices**										
53	1.13	Signs, construction (sidewalk detour)	ED	49	$ 10.00	$490.00		49.00	$490.00	49.0	$490.00	100%
54	1.13	Arrow boards - 5' minimum horizontal size	ED	14	$ 75.00	$1,050.00		14.00	$1,050.00	14.0	$1,050.00	100%
64	1.14	MOT Multi-Lane (FDOT Index 102 616)	ED	10	$ 850.00	$8,500.00		9.00	$7,650.00	9.0	$7,650.00	90%
149		**C153 mechanical joint fittings or flanged without accessories**										
150	1.19	Miscellaneous MJ fittings for all C153 MJ fittings C900 Uniflange with SS hardware	LB	24	$ 58.00	$1,392.00		24.00	$1,392.00	24.0	$1,392.00	100%
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**										
1	1.27	over 6' - up to 8' depth	EA	1	$ 8,700.00	$8,700.00		1.00	$8,700.00	1.0	$8,700.00	100%
289		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**										
291	1.28	over 6' - up to 8' depth	LF	10	$ 155.00	$1,550.00		10.00	$1,550.00	10.0	$1,550.00	100%
298		**Sheeting**										
300	1.3	Sheeting - removed	SF	162	$ 55.00	$8,910.00		162.00	$8,910.00	162.0	$8,910.00	100%
301		**Dewatering**										
302	**1.31**	**Fuel included for well point pumps**										
304	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	1	$ 4,500.00	$4,500.00		1.00	$4,500.00	1.0	$4,500.00	100%
312	1.31	Well point pump - Additioanl 6' - 8' depth (per well point)	EA	12	$ 75.00	$900.00		12.00	$900.00	12.0	$900.00	100%
319		**Bypass pumping of sewers, equipment set up and operation (backup pumps are paid for separately as additional pumps) Fuel included for bypass pumps**										
321	1.32	Bypass pump 4" discharge	EA	1	$ 9,000.00	$ 9,000.00		1.00	$9,000.00	1.0	$9,000.00	100%

Utility Rehabilitation and Construction Services

240055-B-AS

Base Work Order - TLC Diversified, Inc.

M&P = Measurement and Payment
UOM = Unit of Measurement
EA = Each
N/A = Not Applicable
TN = Ton
LB = Pound
FDOT = Florida Department of Transportation Specifications

Specs = Specifications
LF = Linear Feet
SY = Square Yard
SF = Square Foot
CY = Cubic Yard
ED = Each Day
HR = Hour

Item No.	M&P Item #	Description	UOM	Qty.	Unit Cost	Extended Cost	Previous Amount Earned	Qty this Draw	Amount this Draw	Qty to Date	Amount Earned to Date	Per Cent Comp
326		**Gravity sewer pipe C900 DR18 (Green) service pipe**										
334	1.33	8" C900 DR18 (Green) service pipe	LF	30	$ 105.00	$3,150.00		25.00	$2,625.00	25.0	$2,625.00	83%
354		**Sewer plugs**										
355	1.35	Up to 8" plug	EA	1	$ 250.00	$250.00		1.00	$250.00	1.0	$250.00	100%
403		**Removal of existing pipelines - nonhazardous**										
25	1.39	6" through 8" diameter pipe	LF	25	$ 45.00	$1,125.00		25.00	$1,125.00	25.0	$1,125.00	100%
515		**Miscellaneous**										
516	1.47	Emergency work premium	EA	1	$ 10,000.00	$10,000.00		1.00	$10,000.00	1.0	$10,000.00	100%
		Out of Scope Items										
1		C900 PVC Fittings	LS	1	$750.00	$750.00		1.00	$750.00	1.0	$750.00	100%
2		MOT Plan	LS	1	$500.00	$500.00		1.00	$500.00	1.0	$500.00	100%
3		Milling	LS	1	$9,600.00	$9,600.00		1.00	$9,600.00	1.0	$9,600.00	100%
4		Stripping	LS	1	$3,360.00	$3,360.00						
5		Paving overlay for milled area	LS	1	7,500.00	$7,500.00		1.00	$7,500.00	1.0	$7,500.00	100%
		Total Contract Amounts				$110,394.00		Earned	$105,659.00		$105,659.00	
		Additional Work; Approved by Owner										
		Totals ORIGINAL CONTRACT & ADD'L WORK					Earned this Period	$105,659.00			$105,659.00	
							Add new Material Stored					
							Less Stored Material Installed					
							Less Retention	$5,282.95			$5,282.95	
							Invoice Amount	**$100,376.05**			**$100,376.05**	

PAY APPLICATION SCHEDULE OF STORED MATERIALS

Utility Rehab & Construction Services

City of Treasure Island

Pay Request #: **1**

ITEM NO.	DESCRIPTION OF MATERIALS	SUPPLIER	INVOICE NO.	PREVIOUSLY RECEIVED	RECEIVED THIS PERIOD	PREVIOUSLY INSTALLED	INSTALLED THIS PERIOD	BALANCE TO INSTALL
A	B	C	D	E	F	G	H	I
	TOTAL							

AGENDA ITEM NO. I.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 29, 2024
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Pinellas County Interlocal Agreement for Substantial Damage Inspections and Assessment Data Entry
BACKGROUND:	Approximately 2,200 structures within the City of Treasure Island have been impacted by Hurricane Helene and additional structures were identified as damaged after Hurricane Milton. The city requires additional staff assistance to conduct the necessary National Flood Insurance Program (NFIP) substantial damage inspections and subsequent data entry into the FEMA Substantial Damage Estimator (SDE) and weekly SDE reports in order to make substantial damage determinations.
POLICY/PURPOSE:	Commission approval is required to enter into an Interlocal Agreement with Pinellas County for Substantial Damage Inspections and Assessment Data Entry.
STRATEGIC PLAN RELEVANCE:	Goal 2: Maintain a safe community Objective 1: Ensure the Comprehensive Emergency Management Plan prepares the city for any community incident.
ANALYSIS/DISCUSSION:	Pinellas County requested assistance from the Florida Department of Emergency Management for substantial damage inspections and data entry and among other communities and at the city's request included the City of Treasure Island. Due to the number of structures affected by Hurricane Helene and Hurricane Milton the city requires additional assistance to conduct the necessary substantial damage inspections and subsequent data entry into the FEMA Substantial Damage Estimator and weekly SDE reports.

	An interlocal agreement attachment will be provided soon.
FUNDING:	No funding is associated with this request at this time. The funding is expected to come from FEMA as outlined in the attached agreement.
MOTION:	I move to authorize the City Manager to enter into the Interlocal Agreement between Pinellas County and the City of Treasure Island for Substantial Damage Inspections and Assessment Data Entry.

ATTACHMENTS:
2024 Pinellas County ILA.pdf

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY
AND
THE CITY OF TREASURE ISLAND FOR
SUBSTANTIAL DAMAGE INSPECTIONS AND ASSESSMENT DATA ENTRY

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by Pinellas County, a political subdivision of the State of Florida (the "County"), and the City of Treasure Island, a municipal corporation of the State of Florida, (the "City"), collectively the "Parties."

W I T N E S S E T H:

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," which "permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities";

WHEREAS, in light of Hurricanes Helene and Milton, the County and City each require assistance with substantial damage inspections, data entry into the FEMA Substantial Damage Estimator (SDE), and weekly SDE reports (the "Service").

WHEREAS, to assist the Parties, the Florida Division of Emergency Management (FDEM) has directed one or more of its contractors (the "Contractor") to perform the Service requested by the Parties;

WHEREAS, in performing requested work, the Contractor will complete the Service consistent with Federal Emergency Management Agency Guidance, including but not limited to inspections and data analysis;

WHEREAS, neither Party owes the other Party, the Contractor, or FDEM, any funds under this Agreement.

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

1. Performance of Services:

The City may submit requests for Service to the Contractor for any number of structures at any time.

The County is under no obligation to ensure that the Contractor performs any request. Likewise, the County is not responsible or liable for any of the Contractor's work in performing any request or the result thereof.

All communications between the County and the City required under this Section 1 must be provided pursuant to Section 3 below.

2. Agreement Term:

In accordance with Section 163.01(11), Florida Statutes, after this Agreement has been executed by both Parties, the County will file this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida; this Agreement will take effect upon the date of such filing. This Agreement does not expire but can be terminated by either Party for any reason at any time upon fifteen days' notice to the other Party.

3. Notice:

Except as expressly provided herein, all notices and other communications required under this Agreement must delivered by e-mail to the following persons:

City

Kathryn Younkin
Community Development Director
kyounkin@mytreasureisland.org

Maryellen Edwards
Assistant Community Development Director
medwards@mytreasureisland.org

County

Lisa Foster
Floodplain Administrator
lfoster@pinellas.gov

Either Party may designate a replacement person or e-mail address at any time.

4. Payment:

Pinellas County requested assistance from FDEM for substantial damage inspections and data entry into the FEMA Substantial Damage Estimator (SDE) for substantial damage determinations.

FDEM shall pay the Contractor for the Service performed under this Agreement on a reimbursement basis from FEMA under 1206.

The Contractor shall invoice the FDEM ("Invoice(s)") for Service performed under this Agreement. The amount of an Invoice shall be based upon the work done by the Contractor.

In the event FDEM does not cover the costs of the services herein, the City will receive notice from the County concerning the amount due for services rendered by the Contractor, and City will be obligated to pay for services performed on their behalf in those instances.

5. Records:

The City will retain all records related to this Agreement for at least five calendar years following this Agreement's termination date. Further, at the County's request, the City will promptly provide any such records and permit inspection of same. If the records cannot practically be e-mailed, the County will specify another means of record delivery that the City must honor. This Section 5 survives Agreement termination.

6. Indemnification and Non-Agency Relationship:

Each Party is liable for its own negligence under this Agreement. Nothing herein is a waiver of either Party's sovereign immunity or the limitations in Section 768.28, Florida Statutes. Further, nothing herein authorizes any third party lawsuit (including by FDEM or the Contractor).

7. Modification of Agreement:

This Agreement represents the entire agreement between the Parties and may only be modified by mutual written amendment.

8. Assignment:

This Agreement may not be assigned by either Party.

9. Governing Law:

This Agreement is governed by the laws of the State of Florida.

10. Severability:

If any provision of this Agreement is found to be invalid by a court of law, the remainder of this Agreement will remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates below.

PINELLAS COUNTY, FLORIDA	CITY OF TREASURE ISLAND
Barry A. Burton, County Administrator	Chuck Anderson, City Manager
Date: _____	Date: 23 OCT 24

AGENDA ITEM NO. J.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 29, 2024

SUBMITTED BY: Chuck Anderson, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Adoption of Emergency Ordinance 2024-25: Amending Section 10-81 to Remove Financial Expenditure Limits for Disaster Response to Hurricanes Helene and Milton to Ensure Community Safety

BACKGROUND:

With the onset of Hurricanes Helene and Milton, a review of the applicable purchasing guidance found a potential issue with how current operations and procurement were conducted. To alleviate any future conflicts with disaster response and recovery, commission is needed.

POLICY/PURPOSE:

The purpose of this emergency ordinance is to declare a state of emergency within the City of Treasure Island, Florida, in response to the impacts of Hurricanes Helene and Milton. This declaration recognizes the urgent need for effective measures to ensure the safety and welfare of residents and visitors. By amending Section 10-81 of the Code of Ordinances, the ordinance removes the limitation on financial expenditures, thereby empowering the city to allocate necessary resources without restriction in order to respond promptly and effectively to the disaster and mitigate its consequences.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: This item is for the Commission's consideration and discussion

of Emergency Ordinance 2024-25, which declares a state of emergency due to Hurricanes Helene and Milton. The ordinance amends Section 10-81 of the City Code to remove the $50,000 expenditure limit on disaster response, enabling rapid resource allocation to address significant damage throughout the city. Key discussion points include the rationale for the emergency declaration, financial flexibility for recovery efforts, public safety measures, coordination with emergency management agencies, and communication strategies for residents. Additionally, we will assess the necessity of extending the ordinance beyond the initial sixty days to ensure swift action in protecting public health and safety during the recovery process.

Emergency ordinances only remain in effect for 60 days, pursuant to section 3.10 of the City's Code.

FUNDING:

When an emergency is duly declared by the state and county, the City of Treasure Island can also declare its own emergency and temporarily loosen certain administrative requirements to be able to respond to the immediate disaster. There is never any way to estimate the impacts of any disaster or emergency situation, so the inclusion of any limit in the city's code of ordinances is not in best practice, let alone a limit of only $50,000.

For context, Public Works will be bringing a retroactive ratification of the emergency sinkhole repairs on Gulf Blvd. at the 10/29 meeting. This finite and very limited emergency repair was in excess of this $50,000 limit in the code.

MOTION:

I move to adopt Emergency Ordinance 2024-25, which declares a state of emergency due to Hurricanes Helene and Milton and amends Section 10-81 of the City Code to remove the expenditure limitation for disaster response.

ATTACHMENTS:
ORD2024-25Emergency_Ordinance_re_Spending_in_Emergencies__02767678-2.docx

EMERGENCY ORDINANCE 2024-25

AN EMERGENCY ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, DECLARING THAT AN EMERGENCY EXISTS DUE TO HURRICANES HELENE AND MILTON; AMENDING SECTION 10-81, EMERGENCY MEASURES, OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, REMOVING THE LIMITATION ON THE AMOUNT THAT THE CITY IS AUTHORIZED TO SPEND WHEN COPING WITH A DISASTER EMERGENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE AND THAT THE ORDINANCE SHALL REMAIN IN EFFECT FOR SIXTY DAYS.

WHEREAS, Article VII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes except where prohibited by law, and to adopt ordinances in furtherance thereof; and

WHEREAS, Section 166.041, Florida Statutes, authorizes municipalities to enact, by a two-thirds vote, an emergency ordinance so long as that ordinance does not establish or amend the actual zoning map designation of a parcel or parcels of land or that changes the actual list of permitted, conditional, or prohibited uses within a zoning category; and

WHEREAS, section 3.10 of the City's Charter provides that City Commission may pass an emergency order to meet a public emergency affecting life, health, property, or public peace under certain limitations and such emergency ordinance shall automatically stand repealed on the sixty-first day following adoption; and

WHEREAS, on September 25, 2024, the City Commission of City of Treasure Island, after due consideration and through its proclamation of state of local emergency, determined that declaring a state of local emergency due to Tropical Storm Helene was in the best interest of the City; and

WHEREAS, Tropical Storm Helene became a Category 4, Hurricane which followed a track up Florida's west coast ultimately coming on shore in the big bend area of Florida (10 miles west-southwest of Perry, FL) on September 26, 2024; and

WHEREAS, Hurricane Helene brought winds, rain, and dangerous storm surge, which resulted in severe flooding, loss of life, large deposits of sand throughout the City, City-wide loss of power and caused significant damage to the City; and

WHEREAS, on October 7, 2024, the City Commission of City of Treasure Island, after due consideration and through its proclamation of state of local emergency, determined that declaring a state of local emergency due to Hurricane Milton was in the best interest of the City; and

WHEREAS, Hurricane Milton became a Category 3, Hurricane and made landfall near Siesta Key, Florida approximately 50 miles south of the City, on October 9, 2024; and

WHEREAS, Hurricane Milton brought high winds and heavy rain, which resulted in flooding, tornados, City-wide loss of power and caused significant damage to the City; and

WHEREAS, the City is currently undergoing debris removal and damage assessment to determine the nature and extent of the damage caused by Hurricanes Helene and Milton to public and private property throughout the City and its beaches; and

WHEREAS, Section 10-81 provides that the official authority may utilize all available resources of the city government as reasonably necessary to cope the disaster, including emergency expenditures not to exceed $50,000; and

WHEREAS, the City has suffered significant damage during Hurricanes Helene and Milton, such that approximately 75% of all residential structure sustained major damage, multiple public facilities were significantly damaged (including both police and fire building were flooded and City Hall sustained water damage), and weeks after the storms some properties remain without power; and

WHEREAS, given the costs of recovery and rapid need for expenditures in this time of crisis for the City, the City Commission wishes to remove the $50,000.00 limitation on the amount that the City's government is authorized to spend when coping with disaster emergencies; and

WHEREAS, the City Commission finds that enacting this Ordinance is consistent with its police powers and will protect the public health, safety, and welfare of the residents of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the above recitals are true, correct, and incorporated herein by reference as the findings of the City. An emergency exists in the City due to the damage sustained during Hurricanes Helene and Milton.

Section 2. Section 10-81, Emergency measures, of the Code of Ordinances of the City of Treasure Island, Florida, is amended to read as follows:

Sec. 10-81. Emergency measures.

Discretionary emergency measures. Whenever the official authority declares that a state of emergency exists, pursuant to section 10-79, he may order and promulgate all or any of the following emergency measures,

in whole or in part, with such limitations and conditions as he may deem appropriate:

(1) The establishment of curfews, including but not limited to the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provision of designated essential services such as fire, police and hospital services, including the transportation of patients thereto, utility emergency repairs and emergency calls by physicians.

(2) The prohibition of the sale or distribution of any alcoholic beverage, with or without the payment or a consideration therefor.

(3) The prohibition of the possession on any person in a public place of any portable container containing any alcoholic beverage.

(4) The closing of places of public assemblage with designated exceptions.

(5) The prohibition of the sale or other transfer of possession, with or without consideration, of gasoline or any other flammable or combustible liquid altogether or except by delivery into a tank properly affixed to an operable motor-driven vehicle, bike, scooter, boat, or airplane and necessary for the propulsion thereof.

(6) The prohibition of the possession in a public place of any portable container containing gasoline or any other flammable or combustible liquid.

(7) The utilization of all available resources of the city government as reasonably necessary to cope with the disaster emergency, including emergency expenditures ~~not to exceed $50,000.00~~.

(8) The declaration of certain areas off limits.

(9) The making of provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(10) The establishment of emergency operating centers and shelters in addition to or in place of those provided for in the city's or county's emergency plan.

(11) The declaration that during an emergency it shall be unlawful and an offense against the city for any person to use the fresh water supplied by the county for any purpose other than cooking, drinking, bathing and sanitary purposes.

(12) The declaration that during an emergency it shall be unlawful and an offense against the city for any person operating within the city to charge more than the normal average retail price for any merchandise, goods or services sold during the emergency. The average retail price is that price at which similar merchandise, goods or services were being sold during the 90 days immediately

preceding the emergency or a markup that is a larger percentage over wholesale cost than was being added to wholesale cost prior to the emergency.

(13) The confiscation of merchandise, equipment, vehicles or property needed to alleviate the emergency. Reimbursement shall be within 60 days and at customary value charged for the items during the 90 days previous to the emergency.

(14) Allowing the official authority, on behalf of the city, to call on the resources of the state, Federal Emergency Management Agency, or other political subdivisions of the state as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

Section 3. Section 2 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

.

Section 4. Each provision of this Ordinance shall be deemed separate and severable and if any section or part thereof is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

Section 5. That all ordinances or parts thereof inconsistent herewith are repealed and superseded.

Section 6. This Ordinance shall become effective on _____, 2024 and remain in effect for sixty days.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, THIS 29th DAY OF October, 2024.

_____
J. Tyler Payne, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

AGENDA ITEM NO. J.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 29, 2024

SUBMITTED BY: Tia Payton, Administration

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Resolution 2024-08, Life Intervention Focus Team (LIFT) Board Appointments

BACKGROUND: The Life Intervention Focus Team (LIFT) has three (3) vacancies on its Board of Directors. According to the board's bylaws, the LIFT Board shall consist of no fewer than five (5) and no more than nine (9) Directors. If the number of Directors is reduced, existing Directors will continue serving until their terms expire. Any increase in the number of Directors will create vacancies to be filled as specified in the bylaws. Directors must be at least 18 years old, and either a resident or business owner in the City.

The City Clerk's Office has received five (5) applications for review and consideration from the following residents:

- Keith Dalton
- Kurt Furlong
- Dorothea 'Dot' Miner
- Carlos Miro
- Leslie Smith

POLICY/PURPOSE: The purpose of this agenda Item is for the City Commission to make appointments to the LIFT Board.

STRATEGIC PLAN RELEVANCE: City boards and committees are foundational element of the overall Strategic Plan.

ANALYSIS/DISCUSSION:

The City Commission is asked to consider the following appointments to the Life Intervention Focus Team (LIFT):

1. Appointment of Keith Dalton as Board Director Class B, ending on August 31, 2027, and
2. Appointment of Leslie Smith as Board Director Class C, 2nd term (Partial) ending on August 31, 2026, and
3. Appointment of Dot Miner Board Director Class C, 2nd term (Partial) ending on August 31, 2026.

FUNDING: There is no fiscal impact; members of the boards and committees shall serve without compensation.

MOTION: I move to adopt Resolution 2024-08, appointing members to the Life Intervention Focus Team Board.

ATTACHMENTS:
RES2024-08 LIft appiontment.docx
Dalton, Keith LIFT Application.pdf
Furlong, Kurt LIFT Application.pdf
Miner, Dorothea LIFT Application.pdf
Miro, Carlos LIFT Application.pdf
Smith, Leslie LIFT Application.pdf

RESOLUTION 2024-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING INDIVIDUALS TO SERVE ON THE LIFE INTERVENTION TEAM (LIFT) BOARD PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, vacancies exist and will exist on the above-mentioned board and committees of the City of Treasure Island as of August 31, 2024, as a result of the expiration of terms or resignation of members, and

WHEREAS, the City Commission desires to appoint or reappoint certain individuals for three-year terms expiring on August 31, 2024, to serve upon creation of said vacancies.

NOW, THEREFORE, THE CITY COMMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

The following appointments shall be made to boards and committees for a term of 3 years (unless noted otherwise):

Life Intervention Focus Team: _____ Class B Director

_____ Class C Director (Term ends 08/31/2026)

_____ Class C Director (Term ends 08/31/2026)

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 29th day of October 2024 by Commissioner _____ who moved its adoption seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

John Doctor, Mayor

ATTEST:

_____

Celine Kidwell, City Clerk

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☑ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☑ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☑ Yes
- ☐ No

Evening meetings
- ☑ Yes
- ☐ No

Name KEITH J. DALTON

Address 11970 7th ST E TREASURE ISLAND

Phone 443934 2483 Email KSDALTON@OUTLOOK.COM

Present Occupation RETIRED

If retired, what was your previous occupation? CHIEF REVENUE OFFICER, GLOBAL IMAGING COMPANY

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

MANY COMMUNITY ASSISTANCE POSITIONS.

EXALTED LOYAL KNIGHT: MADEIRA BCH ELKS 2 YRS

VOLUNTEER FIRE & RESCUE: WHITE STONE VA 5 YRS

HIGH SCHOOL FOOTBALL/LACROSSE COACH: CHRISTCHURCH ACADEMY 4 YRS
AMERICAN RED CROSS: NATIONAL 7 YRS
BOARD OF DIRECTORS, NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN: ARLINGTON VA 8 YRS
COMMUNITY EMERGENCY RESPONSE TEAM: KILMARNOCK VA 4 YRS
COMMISSIONER, ANNANDALE VA BOYS & GIRLS LACROSSE CLUB 4 YRS
BOARD OF DIRECTORS, ARMED FORCES COMMUNICATIONS & ELECTRONICS ASSOCIATION
MEMBER, AMERICAN LEGION POST 279 MADEIRA BEACH
B.S. FINANCE COLLEGE OF WILLIAM & MARY IN VIRGINIA.

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☑ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ☑ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ☑ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 8/21/24

Office Use Only: District _____

Revised: 06/09/2022

Kurt Furlong
67 Dolphin Drive
Treasure Island, FL 33706
Furlong_kp@hotmail.com
330.204.0370
August 19, 2024

Dear Members of the Board and City Commission,

I am writing to express my interest in joining the Treasure Island LIFT Board. I am enthusiastic about contributing to the board's mission of enhancing social services for residents and the homeless in our community.

Qualifications:

- **Professional Background:**
  - With nearly 40 years in the hospitality industry, I bring experience in hospitality, communication, strategic planning, and creative thinking. I developed these attributes as I progressed through the industry from hotel front desk agent to general manager to corporate leadership, to owning my own hospitality company.
  - 2016 – 2023 I served on the InterContinental Hotel Group Owners Association, Global Board of Directors, and as Chairman in 2019, representing 3,750 hotels worldwide. We partnered with Give Kids the World, an 89-acre non-profit resort in Kissimmee, FL that provides critically ill children and their families with a week-long wish vacation at no cost. I participate in IHGOA fundraisers and hands-on help at the kid's resort.

- **Community Engagement:**
  - My wife and I make up individual personal care packages that we keep in our cars to provide for those less fortunate when we see them standing on the road asking for help.
  - We make a conscious effort to give clothing and other items to the local shelters and have gone as far as sponsoring dinners for the residents of homeless shelters.
  - I serve on the PICA (Paradise Island Civic Association) board as well as the PICA beautification committee.

Reasons for Serving:

- **Commitment to Social Services:** I have a strong faith and passion to support those less fortunate, and to increase the availability and quality of social services for our community, especially those who are homeless.

- **Leveraging Skills:** I look forward to using my skills to support and drive the board's efforts in making a tangible difference.

- **Collaborative Approach:** I value teamwork and am eager to work with others to achieve our shared goals in enhancing community support.

Thank you for considering my application. I am excited about the opportunity to contribute to Treasure Island LIFT program and support its vital work.

Sincerely,

Kurt P. Furlong

Kurt Furlong

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ■ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Kurt Furlong

Address 67 Dolphin Drive, Treasure Island, FL 33706

Phone 330.204.0370 Email Furlong_kp@hotmail.com

Present Occupation Hotel & Hospitality Management Company Owner

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

See letter associated with the application

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ■ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date 8-19-24

Office Use Only: District _____

Revised: 06/09/2022

August 8, 2024

City of Treasure Island
City Clerk
120 108th Avenue
Treasure Island, Florida 33706

Re: Position Opening for LIFT

To Whom It May Concern:

Attached please find my application for the Board position you have open for Life Intervention Focus Team. I find this to be a very worthwhile committee and one I would proudly serve on.

Through my many years with several different organizations (i.e., American Cancer Society, Children's Cancer Center) I organized fundraisers and participated in many activities. To say the least it was very rewarding.

I feel with some guidance I can be an asset to LIFT.

Please contact me if you would like to schedule an interview. Thank you in advance for your consideration.

Sincerely,

Dot Miner

Dorothea Miner

Attachment

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ■ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ■ Yes
- ☐ No

Are you available for:

Daytime meetings
- ■ Yes
- ☐ No

Evening meetings
- ■ Yes
- ☐ No

Name Dorothea "Dot" Miner

Address 8435 Bayshore Drive

Phone 813-760-7079 Email minerdot33511@yahoo.com

Present Occupation Office Manager

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

College graduate. Microsoft 360, Organized, Team player, Willing to go above and beyond.

State of Florida Reporting Requirements

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Gender
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- ■ Female

Race
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- ☐ Asian-American
- ■ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ■ No

Acknowledgement

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Signature _____ Date _____

Office Use Only: District _____ Revised: 06/09/2022

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
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Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☒ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☒ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☒ Yes
- ☐ No

Evening meetings
- ☒ Yes
- ☐ No

Name Carlos R. Miro

Address 10231 Tarpon Drive, Treasure Island

Phone 202-674-3230 Email carlos.miro@outlook.com

Present Occupation Communications, Market Intelligence

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Master's Degree in Government Affairs

Bachelor's Degree in Journalism

Writing, all forms of communication (face-to-face, group settings, virtual)

State of Florida Reporting Requirements

In compliance with Section 760.80, Florida Statutes, requires that the City of Treasure Island annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes.

Gender
- ☒ Male
- ☐ Female

Race
- ☐ African American
- ☐ Asian-American
- ☐ Caucasian
- ☒ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ☒ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature _____ Date _____

APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

City of Treasure Island
120 108th Avenue
Treasure Island, FL
727-547-4575
cityclerk@mytreasureisland.org

Please indicate your preference of board or committee:

- ☐ Code Enforcement Board
- ☐ Planning & Zoning Board / Local Planning Agency (LPA)
- ☒ Life Intervention Focus Team, Inc. (LIFT)
- ☐ Other, please specify: _____

Are you a Treasure Island Resident?

- ☒ Yes
- ☐ No

Are you available for:

Daytime meetings
- ☒ Yes
- ☐ No

Evening meetings
- ☒ Yes
- ☐ No

Name Carlos R. Miro

Address 10231 Tarpon Drive, Treasure Island

Phone 202-674-3230 Email carlos.miro@outlook.com

Present Occupation Communications, Market Intelligence

If retired, what was your previous occupation? _____

Please list any education, skills, or talents that would be beneficial to the appointment you are seeking:

Master's Degree in Government Affairs

Bachelor's Degree in Journalism

Writing, all forms of communication (face-to-face, group settings, virtual)

State of Florida Reporting Requirements

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- ▣ Female

Race
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- ☐ Asian-American
- ▣ Caucasian
- ☐ Hispanic-American
- ☐ Native-American

Physically Disabled
- ☐ Yes
- ▣ No

Acknowledgement

By filing this application with the City of Treasure Island, I do hereby understand that 1.) in accordance with the Florida Sunshine Law, Chapter 286, Florida Statutes, as amended from time to time, the above-referenced information is a matter of public record. 2.) I understand that the appointment is for voluntary, uncompensated service. 3.) I understand that an appointment to any of the above board or committees subjects me to the Florida Sunshine Law. 4.) If appointed, I agree to perform the duties of my office faithfully and fully, will make every effort to serve my full term, and 5.) will comply with all public officials and the financial disclosure requirements, if applicable to my position.

Signature Leslie Smith, MA, BCBA, QBA Date _____

Office Use Only: District _____ Revised: 06/09/2022

AGENDA ITEM NO. J.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 29, 2024
SUBMITTED BY:	Celine Kidwell, Administration
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Amendment to City Manager Agreement
BACKGROUND:	On July 30, 2024, the City entered into a City Manager Agreement with Charles Anderson. As part of this Agreement, Section 12 stipulated that the City would reimburse the Employee for moving expenses within 30 days of his appointment upon submission of relevant invoices or receipts. The proposed amendment seeks to extend this submission period to 120 days.
POLICY/PURPOSE:	The purpose of this memo is to present the First Amendment to the City Manager Agreement between the City of Treasure Island and Charles Anderson. This amendment specifically addresses the timeline for the submission of moving expenses by the Employee.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The extension of the submission timeline from 30 days to 120 days provides the Employee with adequate time to gather and submit the necessary documentation for relocation expenses. The amendment maintains the reimbursement cap of $23,000, covering specific moving-related costs, excluding temporary lodging. Additionally, if the Employee resigns prior to the conclusion of the Initial Term, a prorated repayment of the moving expenses will be required. This amendment aligns with the City's goal to support the Employee's transition while safeguarding public resources.
FUNDING:	These expenses will be reflected on the city's Non-

Departmental program (001-5191-49970).

MOTION: I move to approve the First Amendment to the City Manager Agreement Charles Anderson, amending Section 12 to extend the timeframe for the submission of moving expense invoices or receipts from 30 days to 120 days, and to authorize the Mayor to execute this amendment.

ATTACHMENTS:
First Amendment to City Manager Agreement - Anderson (02767377)

FIRST AMENDMENT TO CITY MANAGER AGREEMENT

This First Amendment to City Manager Agreement ("Amendment") is made and entered into on this 18th day of October, 2024, by and between the City of Treasure Island, a political entity of the State of Florida (the "City"), and Charles Anderson, an individual ("Employee"), collectively (the "Parties).

WITNESSETH:

WHEREAS, the City and Employee entered into a City Manager Agreement dated July 30, 2024 (hereinafter "Agreement") and all terms not specifically defined herein shall have the same meaning as in the Agreement; and

WHEREAS, section 12 of the Agreement provided that the City would reimburse the Employee for a certain amount of moving expenses within 30 days of the Employee's appointment as City Manager upon submission of invoices or receipts to the City; and

WHEREAS, the Parties wish to amend section 12 of the Agreement so that the Employee will have 120 days, rather than 30 days, to submit invoices or receipts to the City.

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

Section 1: Recitals.

The recitals set forth in the "Whereas" clauses above are ratified, confirmed as true and correct and incorporated in this Amendment.

Section 2: Amendment.

Section 12 of the Agreement is amended to read as follows:

A. The Employee is specifically exempted by the City Commission from the requirement set forth in Section 4.02(b) of the City Charter, which requires the City Manager to reside within the boundaries of the City within six (6) months of appointment; however, the Employee shall reside within 8 miles of City Hall during the term of this Agreement, unless otherwise agreed to in writing by the Parties.

B. Within one-hundred twenty (120) days of Employee's appointment, the City agrees that it will reimburse the Employee up to Twenty-Three Thousand U.S. Dollars ($23,000.00) of relocation expenses, (including the cost of rental trucks, fuel, packing, shipping of household goods, but it does not include temporary lodging expenses) upon submission of invoices or receipts to the City. The Employee agrees that should the Employee resign from Employment in accordance with Section 4 prior to the conclusion of the Initial Term or be terminated by the City in accordance with Sections 3.B., 3.C., 3.E. or 3.G., then the Employee shall repay the City a prorated portion of the moving expenses that were reimbursed to the Employee. The proration of the expenses shall be by month over the Initial Term of this Agreement.

Section 3: Savings Clause.

Except as provided in this Amendment, nothing contained in this Amendment will be construed as altering the Agreement and the Agreement shall remain in full force and effect.

Section 4: Conflict.

In the event of a conflict regarding the provisions set forth in paragraph 2 of this Amendment and the Agreement, the provisions set forth in the Amendment prevails. In the event of a conflict between any other paragraphs within this Amendment and the Agreement, then the Agreement prevails.

Section 5: Miscellaneous.

The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Amendment will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Amendment's contents and agree that this Amendment will not be construed more strongly against any party to the Amendment, regardless of who is responsible for its preparation or drafting.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

CITY OF TREASURE ISLAND

ATTEST

By: _____
Celine Kidwell, City Clerk

By: _____
Tyler Payne, Mayor

Approved as to form:

By: _____
Jennifer R. Cowan, City Attorney

EMPLOYEE:

_____
Date

By: _____
Charles Anderson