Welcome to the City of Treasure Island Commission Meeting. If you wish to speak on a topic which is on today’s agenda, a speaker’s form [available in the rear of the room] must be completed and given to the City Clerk. Please do not address the Commission from your seat, but rather from the podium where your comments can be heard by all and recorded as required by Florida law. Unscheduled topics may be presented under the Public Comments section of the agenda.

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Larry Lunn Mayor
Deborah Toth Commissioner, District 1
Tyler Payne Commissioner, District 2
Saleene Partridge Commissioner, District 3
Heidi Horak Commissioner, District 4

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

G. CONSENT AGENDA

1. Approve the Extension of Contract No. CP-17-18-02, to Suskey Consulting for State Lobbying Services in the amount of $30,000 for one year

2. Approve the Extension of Contract No. CP-17-18-03, to Alcalde & Fay Ltd. for Federal Lobbying Services in the amount of $60,000 for one year

3. Approve the City Manager for the Execution of Purchase Authority to Zambelli Fireworks not exceeding $30,000 for Sanding Ovations and 4th of July

4. Approve the City Manager for the Execution of a Contract and Purchase Authority to Tampa Bay Trane for $50,000 for HVAC Repair and Preventative Maintenance

5. Approve the City Manager for the Purchase Authority of Geographic Information Systems Services in the amount of $60,000 for FY 2020

6. Approve the City Manager for the Purchase Authority of as-needed Engineering Services from Michael Baker International for a total of $150,000 for FY 2020

7. Approve Amendment One to Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi
H. ITEMS OF BUSINESS

1. Consider Approving a Request for an Exception to the City Sign Code

2. Ordinance 19-12, 2nd Reading and Public Hearing to Commit .30 mills of the Total Millage Rate Levied by the City of Treasure Island to support the The Treasure Island Causeway Operation, Maintenance and/or Bridge Replacement

I. ADJOURNMENT

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

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 120 108th Avenue, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.
DATE: September 20, 2019

TO: Mayor and City Commission

FROM: Garry Brumback, City Manager

SUBJECT: Extend Contract No. CP-17-18-02, to Suskey Consulting for State Lobbying Services in the amount of $30,000 for a one-year period

BACKGROUND

A Request for Proposal (RFP) was advertised September 14th due October 12, 2018. The City Commission approved the current contract with Suskey Consulting for State Lobbying Services on November 20, 2018.

The contract was for a one-year term with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor. Staff is recommending to extend the contract for the first one-year periods available and increase the compensation from $25,000 to $30,000.

POLICY / PURPOSE

The purpose of this item is to extend the contract with Suskey Consulting for state lobbying services for another year and increase the compensation from $25,000 to $30,000.

STRATEGIC PLAN RELEVANCE

Goal 1 of the City’s Strategic Plan is to strengthen the financial stability of the City in an ever-changing economic environment: Objective 1: To provide funding for operations, maintenance and eventual replacement of the causeway/causeway bridges.

Goal 3 of the City’s Strategic Plan is to proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

Staff credits Suskey Consulting being a major contributor to the success in getting the $1.2M East Causeway appropriate re-appropriate in the FY 2020 state budget as well as assisting in
navigating through the different agencies to understand the status and resources available for the Treasure Island Causeway and Bridge.

With the legislation continuing to introduce legislation that erodes home rule we feel it is important to continue to have a presence at the state level.

**FUNDING**

Funding is included in the FY 2020 budget within the General Fund, Non-Departmental Program in Account 001-519-31200, Professional Services.

**RECOMMENDATION**

Staff recommends to extend Contract No. CP-17-18-02 to Suskey Consulting for State Lobbying Services in the amount of $30,000 for an additional one-year period.

**MOTION**

I move to approve and authorize extending Contract No. CP-17-18-02 to Suskey Consulting for State Lobbying Services in the amount of $30,000 for an additional one-year period.

**ATTACHMENT(S)**

*State Lobbying Services Contract Amendment*
CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND
STATE LOBBYING SERVICES
CONTRACT NUMBER CP-17-18-02
AMENDMENT 1

This AMENDMENT is made and entered into on the 20th day of November, 2019 ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and Suskey Consulting LLC, FEIN 47-2371701, whose address is 113 East College Avenue, Tallahassee, Florida 32301 ("CONTRACTOR"), collectively (the "Parties") for and in consideration of the mutual covenants herein contained and other good and valuable consideration, amend the Contract Between the City of Treasure Island and State Lobbying Services (Contract Number CP-17-18-02) (hereinafter, “Contract”) and state as follows:

1. CONSIDERATION. Each of the Parties represented that as a result of economic conditions, mutual covenants, the benefit to both Parties, and other good and valuable consideration, this Amendment shall govern the Parties’ responsibilities regarding Sections 2 (Term) and 5 (Compensation), of the Contract.

2. SCOPE. This Amendment is being entered into for the purpose of amending, modifying and superseding Section 2 (Term) and Section 5 (Compensation) of the Contract. Except to the extent herein amended, all other provisions set forth in the Contract shall remain in full force and effect and binding upon Parties.

3. AMENDMENT. The Parties agree to amend, modify, and supersede Section 2 (Term) and Section 5 (Compensation) of the Contract as follows:

2. TERM.
The term of the initial Contract will become effective on the date of execution and will continue for one year with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor. Effective November 20, 2019, this Contract is renewed for a one-year term.

5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration in this Contract, to a not to exceed amount of $30,000/year, invoiced monthly in advance of the contract month, to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Proposal. The CITY will have, at all times, a full opportunity to inspect the materials to be furnished and/or the Work to be performed under this Contract.

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

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

4. CONFLICT. In the event of a conflict regarding the provisions set forth in Section 2 (Term) and Section 5 (Compensation) of the Contract and the provisions contained in this Amendment, the provisions set forth in this Amendment shall prevail. In the event of a conflict between any other paragraphs within this Amendment and the Contract, the Contract shall prevail.
5. **AUTHORITY TO EXECUTE.** Each of the Parties covenants to the other party that it has lawful authority to enter into this Amendment, that the governing or managing body of each of the Parties has approved this Amendment and that the governing or managing body of each of the Parties has authorized the execution of this Amendment in the manner hereinafter set forth.

6. **EFFECTIVE DATE.** The effective date of Amendment is November 20th, 2019.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract Amendment.

As To City of Treasure Island

Attest: ________________________    By: ________________________

   City Clerk                      City Manager

Approved as to form:

By: ________________________

   City Attorney

As To Contractor

By: ________________________

Witness #1 Signature

Name: ________________________

Witness #1 Printed Name

Title: ________________________

Witness #2 Signature

Witness #2 Printed Name
DATE: September 20, 2019

TO: Mayor and City Commission

FROM: Garry Brumback, City Manager

SUBJECT: Extend Contract No. CP-17-18-03, to Alcalde & Fay Ltd. for Federal Lobbying Services in the amount of $60,000 for a one-year period

BACKGROUND

A Request for Proposal (RFP) was advertised September 14th due October 12, 2018. The City Commission approved the current contract with Alcalde & Fay Ltd. for federal lobbying services on November 20, 2018.

The contract was for a one-year term with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor. Staff is recommending to extend the contract for the first additional one-year period available, keeping all terms and conditions the same.

POLICY / PURPOSE

The purpose of this item is to extend contract with Alcalde & Fay Ltd. for federal lobbying services for another year.

STRATEGIC PLAN RELEVANCE

Goal 1 of the City's Strategic Plan is to strengthen the financial stability of the City in an ever-changing economic environment: Objective 1: To provide funding for operations, maintenance and eventual operations of the causeway/causeway bridges.

Goal 3 of the City's Strategic Plan is to proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

The challenge that we have as a City in funding the capital maintenance for the Treasure Island Causeway with the two fixed bridges and the bascule bridge combined with other infrastructure
needs generates the need for lobbying services. Staff credits Alcalde & Fay Ltd for helping us understand what is needed in order to get access to different funding programs. Getting an understanding of the current classification and what that means has been no small feat. More work needs to continue to navigate through the different federal agencies to try and change the classification and/or obtain funding legislatively for the Treasure Island Causeway and Bridge.

Alcalde & Fay Ltd. worked with Treasure Island in getting the earmark to reconstruct the bridge and was named as one of the “Top 10 Most Influential Lobbying Firms” in the country in report that reviewed over 3,500 Washington lobbying firms in existence as of 2014.

**FUNDING**

Funding is included in the FY 2020 budget within the General Fund, Non-Departmental Program in Account 001-519-31200, Professional Services for $60,000.

**RECOMMENDATION**

Staff recommends to extent Contract No. CP-17-18-03 to Alcalde & Fay Ltd. for Federal Lobbying Services in the amount of $60,000 for an additional one-year period.

**MOTION**

I move to approve and authorize extending Contract No. CP-17-18-03 to Alcalde & Fay Ltd. for Federal Lobbying Services in the amount of $60,000 for an additional one-year period.

**ATTACHMENT(S)**

*Contract for Federal Lobbying Services Amendment*
This AMENDMENT is made and entered into on the 14th day of October, 2019 (“Effective Date”), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 (“CITY”), and Suskey Consulting LLC, FEIN 47-2371701, whose address is 113 East College Avenue, Tallahassee, Florida 32301 (“CONTRACTOR”), collectively (the “Parties”) for and in consideration of the mutual covenants herein contained and other good and valuable consideration, amend the Contract Between the City of Treasure Island and Federal Lobbying Services (Contract Number CP-1718-03) (hereinafter, “Contract”) and state as follows:

1. CONSIDERATION. Each of the Parties represented that as a result of economic conditions, mutual covenants, benefit to both Parties, and other good and valuable consideration, this Amendment Three shall govern the Parties’ responsibilities regarding Section 2, Term, of the Contract.

2. SCOPE. This Amendment is being entered into for the purpose of amending, modifying and superseding Section 2, Term, of the Contract. Except to the extent herein amended, all other provisions set forth in the Contract shall remain in full force and effect and binding upon the Parties.

3. AMENDMENT. The Parties agree to amend, modify, and supersede Section 2 of the Contract as follows:

2. TERM.
The term of the initial Contract will become effective on the date of execution and will continue for one year with an option to renew for another 4 one-year terms based on mutual agreement between the City and Contractor. Effective November 20, 2019, this Contract is renewed for a one year term.

4. **CONFLICT.** In the event of a conflict regarding the provisions set forth in Section 2, Term, of the Contract and the provisions contained in this Amendment, the provisions set forth in this Amendment shall prevail. In the event of a conflict between any other paragraphs within this Amendment and the Contract, the Contract shall prevail.

5. **AUTHORITY TO EXECUTE.** Each of the Parties covenants to the other party that it has lawful authority to enter into this Amendment, that the governing or managing body of each of the Parties has approved this Amendment and that the governing or managing body of each of the Parties has authorized the execution of this Amendment in the manner hereinafter set forth.

6. **EFFECTIVE DATE.** The effective date of Amendment is November 20th, 2019.

[Remainder of this Page Intentionally Blank; Signature Pages Follow]
IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this Contract Amendment.

As To City of Treasure Island

Attest: ____________________________ By: ____________________________

City Clerk City Manager

Approved as to form:

By: ____________________________

City Attorney

As To Contractor

By: ____________________________

Witness #1 Signature

Name: ____________________________

Witness #1 Printed Name

Title: ____________________________

Witness #2 Signature

Witness #2 Printed Name
G.3

DATE: October 22, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Authorize the City Manager for the Execution of Purchase Authority to Zambelli Fireworks in an amount not to exceed $30,000 for Fiscal Year 2020 for the Sanding Ovations and Fourth of July fireworks displays

BACKGROUND
In April 2019, the City of Treasure Island entered into a contract with Zambelli Fireworks to provide fireworks displays for the annual Sanding Ovations, Masters Cup and the Fourth of July in the annual amount of $30,000 for fiscal years 2019, 2020 and 2021.

POLICY / PURPOSE
To request approval from the City Commission to authorize the City Manager to spend up to $30,000 for the 2019 Sanding Ovations, Masters Cup and the 2020 Fourth of July fireworks displays.

STRATEGIC PLAN RELEVANCE
Goal 8: Rejuvenate the City's business and tourist area. Objective 2: To continue to seek opportunities to hold events.

ANALYSIS / DISCUSSION
Due to the City’s purchasing requirements for the Commission to approve expenditures over $25,000, the Recreation Department is requesting authorization for the City Manager to approve payment of $30,000 to Zambelli Fireworks for the 2019 Sanding Ovations, Masters Cup fireworks display on Saturday, November 23rd and for the 2020 Fourth of July fireworks displays on Saturday, July 4, 2020. Rain dates are scheduled for Sunday, November 24th for Sanding Ovations and Sunday, July 5th for the Fourth of July.

FUNDING
Funding for the annual fireworks displays will be charged to the Recreation Department’s Administration budget, Community Events Account 001-5720-49900, in the amount of $5,000 for Sanding Ovations and $25,000 for the Fourth of July.

RECOMMENDATIONS
It is recommended that the City Commission authorize the City Manager to approve expenditures up to $30,000 for the 2019 Sanding Ovations, Masters Cup and 2020 Fourth of July fireworks displays to Zambelli Fireworks.

ATTACHMENTS

- Zambelli Fireworks Contract

MOTION

I move to approve and authorize the purchase of fireworks for the 2019 Sanding Ovations and Masters Cup and 2020 Fourth of July fireworks displays from Zambelli Fireworks in the amount of up to $30,000.
Exhibit D: CONTRACT

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND
AND Zambelli Fireworks Manufacturing Company

PERTAINING TO

JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021
RFP 18-19-09

This CONTRACT is made and entered into on the 1 day of MAY, 2019 ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and Zambelli Fireworks Manufacturing Company, FEIN 251092931, whose address is 1060 Holland Dr. Boca Raton, FL 33487 ("CONTRACTOR"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021 as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021 in the City of Treasure Island; and

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

City of Treasure Island
RFP 18-19-09
JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY
SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in RFP 18-19-09.

SECTION 2. TERM.

The term of the initial contract will become effective on the date of execution and will continue for three (3) years from the effective date with an option to renew for another two (2) one-year terms. The renewal rates for all services will be subject to budgeted appropriations in future fiscal years and capped at a rate of no greater than the previous complete year's producer price index for industrial commodities as published by the Bureau of Labor Statics. Complete statistics must not include estimated data.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

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

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

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

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

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

SECTION 4. STANDARD OF CARE.

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

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

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration in this CONTRACT, a not to exceed amount of $90,000 for the first three (3) years of the initial term of the contract at its own cost and expense, to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Proposal. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

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

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

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

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

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 8. CITY OBLIGATIONS.
At the CONTRACTOR’S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.
The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.
The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.
The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.
This CONTRACT does not create an employee/employer relationship between the parties. It is the parties’ intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an
employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR’S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.
If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR’S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.
The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION
City of Treasure Island
RFP 18-19-09
JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY
In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

**SECTION 16. EQUAL OPPORTUNITY EMPLOYER.**

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

**SECTION 17. INSURANCE.**

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Paragraph 33 Insurance Requirements, of RFP 18-19-09, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its
approval for adequacy of protection. The CITY must be named as an additional insured under all policies.

SECTION 18. INDEMNIFICATION.
The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney’s fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys’ fees and experts’ fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.
The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

City of Treasure Island
RFP 18-19-09
JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY
The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

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

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

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

SECTION 22. NOTICE.
All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

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

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.
All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

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

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.
The following documents are hereby incorporated and made part of this Contract:

2. Proposal submitted by CONTRACTOR on or before April 5, 2019.

SECTION 24. MISCELLANEOUS.
i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.

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

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

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

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

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

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY’S internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

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

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.
x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

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

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

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

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

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RFP 18-19-09
JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY

Packet Pg. 28
IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

WITNESSES:

\[Signature\]

\[Printed Name\]

CONTRACTOR:

\[Signature\]

\[Printed Name\]

PROJECT MANAGER:

\[Signature\]

\[Printed Name\]

CITY OF TREASURE ISLAND, FLORIDA

\[Signature\]

\[Printed Name\]

Approved as to form and sufficiency:

\[Signature\]

\[Printed Name\]

City of Treasure Island

RFP 18-19-09

JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY
DATE: October 4, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorize the City Manager for the Execution of a Contract and Purchase Authority to Tampa Bay Trane, Inc. for $50,000.00 in Fiscal Year 2019 for HVAC Repair and Preventive Maintenance.

BACKGROUND

The City owns five buildings and the bascule bridge all which have Heating Ventilation and Air Conditioning (HVAC) systems that range from 2 to 20 tons. In July 2019, the previous HVAC Contract expired.

To assist the City in maintaining these systems, an Invitation to Bid No. 18-19-20 for HVAC Repair and Preventive Maintenance was issued on July 29, 2019 and responses were due September 19, 2019.

POLICY / PURPOSE

To request from the City Commission approval of a 2-year contract with an additional 3 1-year extensions for HVAC Repair and Preventive Maintenance and authorize the City Manager to spend up to $50,000 on HVAC Repair and Preventive Maintenance under this contract.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: *Proactively maintain and improve infrastructure that meets the future needs of the City.*

ANALYSIS / DISCUSSION

On September 19, 2019, 6 HVAC Contractors submitted their responses to Invitation to Bid No. 18-19-20 for HVAC Repair and Preventive Maintenance. Two of the respondents were deemed noncompliant with the solicitation requirements. The responses to the bid were evaluated based on anticipated utilization of services under the contract. The different types of pricing were given a weight based on the City’s estimated usage of each particular service. This process allowed
staff to make an informed decision as to which vendor will produce the lowest annual total cost for the entire basket of HVAC services. The selected vendor is anticipated to provide the City with the best pricing over the initial term of the contract, with all quoted rates factored in.

The proposed contract is for a 2-year period, with the option of 3 additional 1-year extensions upon mutual agreement at rates not to exceed 103$ of the previous year’s prices.

Additionally, this contract was written to allow for adjustments to the terms and rates based on any City acquisition of real property. This was included to allow for a seamless transition to the new City Hall, whenever that may occur during this contract period.

**FUNDING**

Funding for these purchase orders will be from various departmental accounts.

**RECOMMENDATIONS**

It is recommended that the City Commission execute this HVAC services contract with Tampa Bay Trane, Inc. and authorize the City Manager to approve Purchase Orders up to $50,000 for HVAC services under said contract.

**ATTACHMENTS**

*Exhibit 1 - Contract for Tampa Bay Trane for HVAC Repair & Preventive Maintenance*

**MOTION**

I move to approve this 2-Year HVAC services contract with Tampa Bay Trane and authorize the City Manager to execute Purchase Orders up to $50,000 for HVAC services in FY 2020.
CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Tampa Bay System Sales, Inc. d/b/a Tampa Bay Trane
PERTAINING TO
HVAC REPAIR & PREVENTATIVE MAINTENANCE
ITB 18-19-20

This CONTRACT is made and entered into on the ___ day of ____________, 20___
("Effective Date"), by and between the City of Treasure Island, a public body politic and
municipal corporation organized and existing under the Laws of Florida whose address
is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"),
and Tampa Bay System Sales, Inc. d/b/a Tampa Bay Trane FEIN 59-1274990
("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for
HVAC REPAIR & PREVENTATIVE MAINTENANCES ITB 18-19-20 as set forth in the
attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined
that there exists the need for HVAC REPAIR & PREVENTATIVE MAINTENANCES
ITB 18-19-20 in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and
CONTRACTOR, the following covenants and contracts are set forth to which the parties
hereto agree as follows:
SECTION 1. SCOPE OF WORK.
The Scope of Work/Services is specially identified in ITB 18-19-20.

SECTION 2. TERM.
The term of the contract will extend from the effective date for a period of two (2) years. The parties have the option of entering into up to three (3), one-year extensions upon mutual agreement at rates not to exceed 103% of the previous year’s prices. If the City has any changes to the number of HVAC units in its inventory as a result of property acquisition or disposal, the Parties reserve the right to renegotiate the Annual Maintenance Service Charge to accommodate any such actions; such changes shall not extend the initial term of the contract, nor the optional extensions.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.
Obligations of the CONTRACTOR include, but are not limited to, the following:

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

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

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

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

City of Treasure Island
ITB 18-19-20
HVAC REPAIR & PREVENTATIVE MAINTENANCE
SECTION 4. STANDARD OF CARE.

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

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

SECTION 5. COMPENSATION.

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

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

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

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this
Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

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

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 8. CITY OBLIGATIONS.

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

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.
SECTION 10. COMPLIANCE WITH ALL LAWS.

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

SECTION 11. SCHEDULE.

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

SECTION 12. INDEPENDENT CONTRACTOR.

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

SECTION 13. BANKRUPTCY OR INSOLVENCY.

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

City of Treasure Island
ITB 18-19-20
HVAC REPAIR & PREVENTATIVE MAINTENANCE
SECTION 14. CONFLICT OF INTEREST.
The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).
In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.
The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

City of Treasure Island
ITB 18-19-20
HVAC REPAIR & PREVENTATIVE MAINTENANCE

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SECTION 17. INSURANCE.
The CONTRACTOR shall maintain such insurance as specified in Section IV General Conditions of ITB 18-19-20, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies, as applicable.

SECTION 18. INDEMNIFICATION.
The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney’s fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this Indemnification provision includes all attorneys’ fees and experts’ fees and costs incurred by the CITY in the enforcement of this Indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. SOVEREIGN IMMUNITY.
The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of
any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.
The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR’S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

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

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.
In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.
SECTION 22. NOTICE.

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

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

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

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

Company: Tampa Bay System Sales, Inc. d/b/a Tampa Bay Trane  
Attention: Ross Anderson  
Address: 902 N. Himes Ave. Tampa, FL 33609  
Phone: 813-508-4332  
Fax: 813-877-8257  
Email: Ross.Anderson@Trane.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.
SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.
The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for ITB No. 18-19-20 including addenda
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

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

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

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

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

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

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

vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this
CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

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

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

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

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

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

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

[THIS REST OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR
Tampa Bay System Sales, Inc. d/b/a Tampa Bay Trane
(name of corporation or business)

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

Signature

Jay Allison
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Mayor:

Signature
DATE: October 22, 2019

TO: Garry Brumback, City Manager

FROM: Stacy Boyles, Asst Director of Public Works

SUBJECT: Authorize the City Manager for the Purchase Authority of Geographic Information Systems Services in the total amount of $60,000.00 for Fiscal Year 2020

BACKGROUND

The City has executed continuing services contracts with three consulting firms that specialize in providing Geographic Information Systems (GIS) services: Jones Edmunds and Associates, Inc., DRMP, Inc., and George F. Young. Each firm has unique strengths and varying availability and will be utilized on an as-needed basis. Jones Edmunds and Associates, Inc. assisted the City in developing its GIS and implementing the Computerized Maintenance Management System (CMMS) for Public Works in fiscal years 2018 and 2019.

POLICY / PURPOSE

To request authorization from the City Commission to authorize the City Manager to spend up to $50,000 on miscellaneous Work Authorizations with Jones Edmunds and Associates, Inc., DRMP, Inc., and/or George F. Young in fiscal year 2020.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

There are several tasks that have already been identified for potential work authorizations including updates to the City’s GIS to identify miscellaneous work areas throughout the City, creating public web mapping tools, developing CMMS reporting templates, some of which will aid the City in its required permit reports, and finalizing the connection with SeeClickFix so that complaints received by the public are automatically turned into service requests in the CMMS.

FUNDING
Funding for these purchase orders was approved in the FY2020 budget and will come from various departmental accounts.

**RECOMMENDATIONS**

It is recommended that the City Commission authorize the City Manager to approve Work Authorizations up to $60,000 for GIS services under the City’s continuing GIS services contracts with Jones Edmunds and Associates, Inc., DRMP, Inc., and/or George F. Young.

**ATTACHMENTS**

N/A

**MOTION**

I move to approve and authorize the City Manager to execute Work Authorizations up to $60,000 for GIS services with Jones Edmunds and Associates, Inc., DRMP, Inc., and/or George F. Young.
G.6

CITY OF TREASURE ISLAND
AGENDA COVER MEMORANDUM

November 5, 2019 Item No. G.6

DATE: October 15, 2019

TO: Garry Brumback, City Manager

FROM: Michael Helfrich, Public Works Director

SUBJECT: Authorization to purchase as-needed Engineering Services from Michael Baker International for a total of $150,000 in FY 2020.

BACKGROUND

The City has executed continuing services contracts with three consulting firms that specialize in providing Geographic Information Systems (GIS) services: Jones Edmunds and Associates, Inc., DRMP, Inc., and George F. Young. Each firm has unique strengths and varying availability and will be utilized on an as-needed basis. Jones Edmunds and Associates, Inc. assisted the City in developing its GIS and implementing the Computerized Maintenance Management System (CMMS) for Public Works in fiscal years 2018 and 2019.

POLICY / PURPOSE

To request authorization from the City Commission to authorize the City Manager to spend up to $50,000 on miscellaneous Work Authorizations with Jones Edmunds and Associates, Inc., DRMP, Inc., and/or George F. Young in fiscal year 2020.

STRATEGIC PLAN RELEVANCE

Goal 3 of the City’s Strategic Plan is to: Proactively maintain and improve infrastructure that meets the future needs of the City.

ANALYSIS / DISCUSSION

There are several tasks that have already been identified for potential work authorizations including updates to the City’s GIS to identify miscellaneous work areas throughout the City, creating public web mapping tools, developing CMMS reporting templates, some of which will aid the City in its required permit reports, and finalizing the connection with SeeClickFix so that complaints received by the public are automatically turned into service requests in the CMMS.

FUNDING
Funding for these purchase orders was approved in the FY2020 budget and will come from various departmental accounts.

**RECOMMENDATIONS**

It is recommended that the City Commission authorize the City Manager to approve Work Authorizations up to $60,000 for GIS services under the City’s continuing GIS services contracts with Jones Edmunds and Associates, Inc., DRMP, Inc., and/or George F. Young.

**ATTACHMENTS**

N/A

**MOTION**

I move to approve and authorize the City Manager to execute Work Authorizations up to $60,000 for GIS services with Jones Edmunds and Associates, Inc., DRMP, Inc., and/or George F. Young.
DATE: October 4, 2019

TO: Garry Brumback, City Manager

FROM: Cathy Hayduke, Recreation Director

SUBJECT: Motion, Amendment One to Director of Tennis Services Agreement between the City of Treasure Island and Philip Girardi

BACKGROUND
On January 15, 2019, the City of Treasure Island entered into a Services Agreement with Philip Girardi, Director of Tennis for Treasure Bay.

Prior to the Agreement, the relationship between the City and the Director of Tennis was that of employee and employer. The Director of Tennis received an annual compensation and benefits from the City for his position as Director of Tennis and for his on-site supervision and support services. Additionally, the Director of Tennis was paid 75% for all tennis program activity and 85% for all tennis merchandise sold, ball machine rentals and racquet sales and services.

However, it was determined by the City Attorney that the laws had changed as to what constituted a contractual employee or an independent contractor. The previous Agreement between the City and the Director of Tennis was a hybrid with elements of both a contractual employee and independent contractor. In accordance with the law, staff felt it was in the best interest of the City to continue the relationship with the Director of Tennis as that of an Independent Contractor.

The Term of the Agreement is for a three-year term commencing October 1, 2018 and ending September 30, 2021. The Agreement may be renewed for two additional 1-year terms upon written agreement by both Parties. If the Director of Tennis desires to renew the Agreement for an additional term, he must provide the City with written notice at least 30 days prior to the expiration of the Term or the Extended Term of the Agreement.

The Director of Tennis is paid for his onsite supervision and support services at a monthly amount of $2,851.66 for a total of $34,220 annually, which is invoiced at the end of each month. Compensation is paid through Accounts Payable by vendor check. The Director of Tennis is responsible for obtaining and paying for his own benefits and insurances including workers’ compensation and as required and outlined in the Agreement.

Additionally, the Director of Tennis receives on a biweekly basis a percentage of the revenue received by the City from its various tennis activities such as clinics, lessons, junior camps, tournaments, mixers and league, merchandise sold, ball machine rentals and racquet sales/services at Treasure Bay. The Director
of Tennis receives 75% of the tennis program revenues paid to the City and 25% of the tennis activity revenues remains with the City. Additionally, the Director of Tennis receives 85% of the revenues paid to the City for tennis related merchandise sold, ball machine rentals and racquet stringing services. The City receives the remaining 15% of merchandise sold, ball machine rentals and racquet stringing services.

**POLICY**
Commission approval is required to authorize Amendment One of the Services Agreement between the City of Treasure Island and Philip Girardi.

**STRATEGIC PLAN RELEVANCE**
GOAL 2: Create and maintain functional and cost-effective City facilities and grounds to serve the needs of the community. OBJECTIVE 3: To increase usability and functionality, while working towards self-sustaining recreation facilities.

**ANALYSIS/DISCUSSION**
Upon annual review of the City’s tennis lesson revenues collected from the 25% of the tennis programs and activities, staff noticed a drastic reduction in revenues from previous fiscal years to fiscal year 2019. Since Fiscal Year 2010, the City’s portion of the tennis lessons revenues have averaged approximately $23,700 per fiscal year. The City collected $15,270 in fiscal year 2019. The Director of Tennis contributes the decrease in revenues to the loss of two longstanding assistant tennis professionals and the decline in attendance in the juniors program. The Director of Tennis has assured staff that he is actively seeking assistant tennis professionals and working on new strategies to develop the juniors program.

In order to be more streamlined, staff is recommending that the compensation paid to the Director of Tennis be adjusted to reflect the average fiscal revenue for tennis lessons. Therefore, the Director of Tennis will be paid for his onsite supervision and support services at an annual amount of $24,000 to be paid at a monthly amount of $2,000.00. Compensation for services completed by the Director of Tennis will be paid in accordance with Section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

Additionally, the Director of Tennis will receive on a biweekly basis a percentage of revenue received by the City from its various tennis activities, merchandise sold, ball machine rentals, and racquet sales/services at Treasure Bay as defined below:

The Director of Tennis will receive 75% of the tennis activity revenues (such as clinics, lessons, camps, tournaments, mixers, leagues) paid to the City and 25% of the tennis activity revenues will remain with the City for all revenues from tennis activity sales $24,000.00 or under. For revenues from tennis activity sales over $24,000.00, the Director of Tennis will receive 80% of the tennis activity revenues paid to the City, and 20% of the tennis activity revenues will remain with the City.

Merchandise Sold/Ball Machine Rentals. The Director of Tennis will receive 85% of the revenues paid to the City for tennis related merchandise sold and ball machine rentals and 15% of the revenues will remain with the City. Racquet Sales/Services. The Director of Tennis will receive 85% of the revenues paid to the City for all racquet sales and services and 15% of the revenues will remain with the City.

All services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement for each and every fiscal year following the fiscal year in which
this Agreement is executed and entered into and for which this Agreement will remain in effect. In the event the City is not satisfied with the services provided by the Director of Tennis, the City will hold any amounts due until such time as the Director of Tennis has appropriately addressed the problem.

**FUNDING**
Funds are budgeted in Fiscal Year 2019-20 for the Director of Tennis. The City will compensate the Director of Tennis at an annual fee of $24,000, to pay monthly in an amount of $2,000. The Director of Tennis will be responsible for obtaining and paying for his own benefits and insurances including workers' compensation and as required and outlined in the Agreement.

**RECOMMENDATION**
The Director of Tennis position is essential to the financial growth, marketability and success of the Treasure Bay Golf and Tennis facility. Therefore, staff deems it in the best interest of the City of Treasure Island to continue its long standing relationship with Phil Girardi as Director of Tennis for the Treasure Bay Golf and Tennis facility in the approval of the Director of Tennis Services Agreement Amendment One between the City of Treasure Island and Philip Girardi.

**MOTION**
I move to approve and authorize the City Manager to execute the Director of Tennis Services Agreement Amendment One between the City of Treasure Island and Philip Girardi to provide professional tennis services including merchandise sales, ball machine rentals, racquet stringing sales and services and to provide onsite supervision and support services at Treasure Bay Golf and Tennis facility.

I move to approve and authorize the purchasing contractual Tennis Professional services in the amount of $24,000 plus commission of up to $70,000 annually for the term of the this Agreement.

**Attachments**
- Director of Tennis Services Agreement Amendment One between the City of Treasure Island and Philip Girardi
DIRECTOR OF TENNIS SERVICES AGREEMENT AMENDMENT ONE
BETWEEN THE
CITY OF TREASURE ISLAND AND PHILIP GIRARDI

The terms and conditions of this Director of Tennis Services Agreement Amendment One (hereinafter, “Amendment One”), made and entered into by and between the City of Treasure Island, a political entity of the State of Florida, with its principal place of business located 120-108th Avenue, Treasure Island, Florida 33706, (the “City”), and Philip Girardi, (the “Director of Tennis”), an individual authorized to do business in the State of Florida, (collectively, the “Parties”) for and in consideration of the mutual covenants contained in this Amendment One and other good and valuable consideration, amend the Director of Tennis Services Agreement entered into by the Parties dated October 1, 2018 (the “Agreement”) and state as follows:

1. CONSIDERATION. Each of the Parties represented that as a result of economic conditions, mutual covenants, the benefits to both Parties, and other good and valuable consideration, this Amendment One will govern the Parties’ responsibilities regarding Section 8. Compensation of the Agreement.

2. SCOPE. This Amendment One is being entered into for the purpose of amending, modifying and superseding Section 8 of the Agreement. Except to the extent amended in this document, all other provisions set forth in the Agreement remain in full force and effect and binding upon the City and the Director of Tennis.

3. AMENDMENT. The Parties agree to amend, modify, and supersede Section 8 of the Agreement, as follows:

8. COMPENSATION. The Director of Tennis will be paid for his onsite supervision and support services a monthly amount of $2,000.00 which will be invoiced at the end of each month. Compensation for services completed by the
Director of Tennis will be paid in accordance with Section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

Additionally, the Director of Tennis will receive on a biweekly basis a percentage of revenue received by the City from its various tennis activities, (such as clinics, lessons, camps, tournaments, mixers, leagues), merchandise sold, ball machine rentals, and racquet sales/services at Treasure Bay as defined below:

1. Tennis Activities. (such as lessons, tournaments, mixers, camps, leagues). The Director of Tennis will receive 75% of the tennis activity revenues (such as clinics, lessons, camps, tournaments, mixers, leagues) paid to the City and 25% of the tennis activity revenues will remain with the City for all revenues from tennis activity sales $24,000.00 or under. For revenues from tennis activity sales over $24,000.00, the Director of Tennis will receive 80% of the tennis activity revenues paid to the City, and 20% of the tennis activity revenues will remain with the City.

2. Merchandise Sold/Ball Machine Rentals. The Director of Tennis will receive 85% of the revenues paid to the City for tennis related merchandise sold and ball machine rentals and 15% of the revenues will remain with the City.

3. Racquet Sales/Services. The Director of Tennis will receive 85% of the revenues paid to the City for all racquet sales and services and 15% of the revenues will remain with the City.

All services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement for each and every fiscal year following the fiscal year in which this Agreement is executed and entered into and for which this Agreement
will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this Agreement, provide written notice to the Director of Tennis within thirty (30) days and, be thereafter released of all further obligations in any way related to this Agreement.

In the event the City is not satisfied with the services provided by the Director of Tennis, the City will hold any amounts due until such time as the Director of Tennis has appropriately addressed the problem.

4. **CONFLICT.** In the event of a conflict regarding the provisions set forth in Section 8 of the Agreement, and the provisions contained in this Amendment One, the provisions set forth in Amendment One will prevail. In the event of a conflict between any other provisions within Amendment One, and the Agreement, the Agreement will prevail.

5. **AUTHORITY TO EXECUTE.** Each of the Parties covenants to the other party that it has lawful authority to enter into this Amendment One, that the governing or managing body of each of the Parties has approved this Amendment One and that the governing or managing body of each of the Parties has authorized the execution of this Amendment One in the manner set forth below.

6. **EFFECTIVE DATE.** The effective date of Amendment One is November 5, 2019.

[Remainder of this Page Intentionally Blank; Signature Pages Follow]
IN WITNESS WHEREOF, the Parties have executed this Agreement between the City of Treasure Island and Philip Girardi to be effective November 5, 2019.

Witnesses:

__________________________________
__________________________________

As to Director of Tennis

By: ________________________________

Name ______________________________

Title ______________________________

As To
City of Treasure Island

Attest: ______________________________

City Clerk

By: ________________________________

Garry Brumback, City Manager
City of Treasure Island
DATE: October 18, 2019

TO: Mayor and City Commission

FROM: Garry Brumbback, City Manager

SUBJECT: Consider a Request for an Exception to the City Sign Code

BACKGROUND AND ANALYSIS

On Tuesday, 10/8, HR Director Tiffany Makras received a call from Dave DuVernay with Florida Beach Advertising. He said he had recently been cited for a Local ordinance violation (LOV) for using his digital advertising sign on his boat. He explained there was a Veterans Day boat parade scheduled for 11/9 and that he needed permission to travel the boat parade route on the two Saturdays prior to the parade to advertise for a home decorating contest the day of the parade.

After the call, Tiffany spoke with Chief Boudreau. He was familiar with the recent LOV citation and confirmed it was a violation of a City’s ordinance. Then she spoke with the City Manager about the call from Mr. DuVernay and her call with Chief Boudreau.

She called Mr. DuVernay back the next day (Wednesday) and relayed that advertising from his boat was not permitted per City ordinance and that staff did not have the authority to supersede it.

Mr. DuVernay then reached out to Commissioner Payne to see if he could ask the Commission for an exception.

The exception he is asking for in very narrow and consists of the following:

1. Approve a narrowly tailored license under Section 58-44 to operate only in the Veterans Day Parade which is November 9th, 2019
2. Grant a narrowly tailored waiver for Section 73-34(10) for only the date of the Veterans Day Parade which is November 9th, 2019

POLICY / PURPOSE

Allow for the participation in the Veterans Day boat parade.
STRATEGIC PLAN RELEVANCE

N/A

FUNDING

There is no funding associated with this request.

RECOMMENDATIONS

Staff has no objection to this request.

MOTION

I move to approve the license agreement and waiver requested by Dave DuVernay and authorize his participation in the 2019 Veteran’s Day parade.

ATTACHMENTS

Email from Mr. DuVernay
Garry Brumback  
City Manager  
Treasure Island, FL  
727.547.4575 ext. 228  
How are we doing? Let us know!

This message contains confidential information and is intended for the individual named. If you are not the addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake And delete this e-mail from your system.

From: David DuVernay [mailto:dave@flabeachadvertising.com]  
Sent: Thursday, October 17, 2019 2:33 PM  
To: Brumback, Garry <gbrumback@mytreasureisland.org>  
Cc: Payne, Tyler <tpayne@mytreasureisland.org>  
Subject: Special Permit for Veterans Boat Parade

City of Treasure Island,

My name is David DuVernay, owner of Florida Beach Advertising. Please consider and put up for vote the following.

1. Approve a narrowly tailored license under Section 58-44 to operate only in the Veterans Day Parade which is November 9th, 2019
2. Grant a narrowly tailored waiver for Section 73-34(10) for only the date of the Veterans Day Parade which is November 9th, 2019

Thank you.
DATE: September 16, 2019

TO: Garry Brumback, City Manager

FROM: Amy Davis, Finance Director / Assistant City Manager

SUBJECT: Ordinance 19-12, 2nd Public Hearing to commit .30 mills of the total millage rate levied by the City of Treasure Island to support the Treasure Island Causeway Operation, Maintenance and/or Bridge Replacement

BACKGROUND

The FY 2020 Budget was adopted on September 17, 2019 with a .10 millage rate increase for the purpose of generating additional property tax revenue to support the Treasure Island Causeway operation, maintenance and/or eventual replacement of the bridges. From FY 2014 through FY 2018, .10 mills of the millage rate funded an “assigned” component of the General Fund fund balance for the support of the Treasure Island Causeway and bridges. This action by the City Commission was a first step towards setting aside funding for the Treasure Island Causeway and Bridge.

Last year the Commission approved an increase of .10 mills for a total of .20 mills to be a “Committed” component of the General Fund fund balance. These steps while significant, are not sufficient to fund the required maintenance nor address any future funding eventually needed to replace the bascule bridge.

The City Commission took another step towards establishing a sustainable funding mechanism for the causeway and bridge by increasing the allocation from .20 mils to .30 mils in the adopted FY 2020 Budget. The longer-term funding requirements were discussed during the budget workshop held on July 17, 2019 and the first budget hearing held on September 3, 2019, whereby staff recommended working toward a .50 millage rate allocation towards the causeway and bridge to support the maintenance and capital projects necessary.

POLICY / PURPOSE

To classify .30 mills of the Treasure Island millage rate property tax revenue as a “committed” portion of the General Fund fund balance beginning in FY 2020 for the purpose of supporting the Treasure Island Causeway Operation, Maintenance and/or Bridge Replacement
STRATEGIC PLAN RELEVANCE

Goal 1: Strengthen the financial stability of the City in an ever-changing economic environment. Objective 1: To provide funding for operations, maintenance and eventual replacement of Causeway/Causeway bridges.

ANALYSIS / DISCUSSION

The adoption of this ordinance will increase the “committed” component for the Treasure Island Causeway and bridges of the General Fund fund balance from .20 mill to .30 mill.

Classification of the fund balances is required to comply with the Government Accounting Standards Board (GASB), the definitions of some of the different classifications pertaining to this discussion are below:

*Assigned fund balance* - is a limitation resulted from intended use. Intended use established by the highest level of decision making or by an official designated for that purpose.

*Committed fund balance* - is a self-imposed limitation set in place. Limitation imposed at the highest level of decision making that requires formal action at the same level to remove.

*Restricted fund balance* - externally enforceable limitation on use. Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

The projected General Fund fund balance “committed” for the causeway and bridge at the end of FY 2019 is $126,732 after funding $586,100 worth of CIP projects. The final balance will be available after the audit is completed. A .30 mil will generate approximately $580,510 during FY 2020 to fund the capital maintenance projects scheduled this year to include replacing the lighting on the East Causeway, painting of the bridge leaves and the redesign/replacement of the control system.

MOTION

Move to approve and authorize Ordinance No. 19-12, to commit .30 mills of the total millage rate levied by the City of Treasure Island beginning in FY 2020 to support the Treasure Island Causeway operation, maintenance and/or bridge replacement at this 2nd and final reading.

ATTACHMENT

*Ordinance No. 19-12*

*Legal Advertisment*
ORDINANCE NO. 19-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING THAT .30 MILLS OF THE CITY OF TREASURE ISLAND PROPERTY TAX RATE BEGINNING IN FISCAL YEAR 2020 BE CLASSIFIED AS A COMMITTED COMPONENT OF THE FUND BALANCE WITHIN THE GENERAL FUND FOR THE PURPOSE OF SUPPORTING THE TREASURE ISLAND CAUSEWAY OPERATION, MAINTENANCE AND/OR BRIDGE REPLACEMENT; PROVIDING FOR SEVERABILITY; CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of the City’s Charter and its home rule powers, the City Commission of the City of Treasure Island, Florida possesses the power to determine the classification of the City of Treasure Island property tax millage rate on behalf of the City of Treasure Island, Florida; and

WHEREAS, an annual budget for the City of Treasure Island, Florida included a .10 mill increase for the purpose of supporting the Treasure Island Causeway operation, maintenance and/or bridge replacement; and

WHEREAS, the City Commission of the City of Treasure Island, Florida is classifying .30 mills of the annual property tax revenue as a “committed” component of the fund balance in accordance with GASB standards, within the General Fund for the purpose of supporting the Treasure Island Causeway operation, maintenance and/or bridge replacement; and

WHEREAS, the City Commission now deems it in the best interest of the public to commit a portion of the property tax revenue that works towards adequately meeting the funding needs of the Treasure Island Causeway and bridges.

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

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

SECTION 2. That .30 mils of the property tax revenue be classified as a “committed” component of the fund balance each year and annually accumulated within the General Fund for the purpose of supporting the Treasure Island Causeway and bridges operation, maintenance and/or bridge replacement.

SECTION 3. SEVERABILITY. It is declared to be the intent of the City Commission that,
if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. CONFLICT. This action supersedes all codes and ordinances of the City or parts of, in conflict with this Ordinance, to the extent of the conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING: October _____ 2019.

SECOND READING and PUBLIC HEARING: October _____, 2019.

PUBLISHED in the Tampa Bay Times on the ____ day of ________, 2019.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the DAY day of October, 2019 by Commissioner _______ who moved its adoption; was seconded by Commissioner _______ and upon roll call, the vote was:

YEAS: ____________________________

NAYS: ____________________________

ABSENT OR ABSTAINING: ____________________________

Larry Lunn, Mayor

ATTEST:

Ruth Nickerson, City Clerk

Approved as to form and content:

Jennifer R. Cowan, City Attorney
THE CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

The City Commission of the City of Treasure Island, Florida proposes to adopt the following Ordinance, which is applicable citywide:

ORDINANCE NO. 19-12

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING THAT .30 MILLS OF THE CITY OF TREASURE ISLAND PROPERTY TAX RATE BEGINNING IN FISCAL YEAR 2020 BE CLASSIFIED AS A COMMITTED COMPONENT OF THE FUND BALANCE WITHIN THE GENERAL FUND FOR THE PURPOSE OF SUPPORTING THE TREASURE ISLAND CAUSEWAY OPERATION, MAINTENANCE AND/OR BRIDGE REPLACEMENT; PROVIDING FOR SEVERABILITY; CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The 2nd reading and public hearing of this ordinance will be held Tuesday, November 5, 2019, at 6:00 PM in the Treasure Island City Hall Auditorium, 120 108th Avenue, Treasure Island, Florida 33706.

Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. A copy of this ordinance is available for inspection in the Office of the City Clerk between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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 proceeding, and that, for such purpose, her or she may need to ensure that a verbatim record of the proceedings is made, which is to based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

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