



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, November 4, 2024
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. **Presentations -**

a. Recognition of the Employee of the 4th Quarter

The following individuals were nominated by their peers for Employee of the Fourth Quarter:

- Luke Jacobsen, Public Works Department
- Vanesa Sanchez, Finance Department
- Alexa Sawyer, Library
- Sam Bathon, Fire Department
- Patrick Hawk, Community Development Department
- Eileen Torres, Facilities Department

2. **Approval of the Agenda -**

Action Request: Motion to approve the November 4, 2024, City Commission Agenda.

3. **Helene and Milton Recovery Efforts - Standing Agenda Item -**

a. Updates and Discussion on Policy Implementation

Staff will discuss updates and request direction and public comment/feedback on policies related to disaster recovery efforts.

4. **Audience Comments -**

Public participation is encouraged. If you wish to address the City Commission, please fill out

a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non- public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.

5. Consent -

- a. Approval of the October 22, 2024 City Commission Meeting Minutes**
- b. Ratify Resolution 2024-23: Renewal of State of Local Emergency - Hurricane Milton**
- c. Ratify Resolution 2024-24: Renewal of State of Local Emergency - Hurricane Helene**
- d. Adopt Resolution 2024-25: Renewal of State of Local Emergency - Hurricane Milton**
- e. Adopt Resolution 2024-26: Renewal of State of Local Emergency - Hurricane Helene**
- f. Authorize the City Manager to enter into an amended agreement for the upgraded services package with iWorq Community Development Software in the amount of \$25,375.00 per year**
- g. Reappointment of Trustee to the General Pension Board**
- h. Ratification of Appointment of the Fifth Trustee to the General Pension Board**
- i. Authorize the City Manager to enter into an agreement with Baker and Taylor, Inc. for the amount of \$30,000 for the purchase of printed materials at the Library**
- j. Authorize the City Manager to enter into an agreement with Christmas Designers of Florida in the amount of \$76,621.00 for City-wide holiday decorations**

6. Ordinances -

- a. Public Hearing to Adopt Ordinance 2024-10: Change to Chapter 34 Emergency Management**
AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 34 – CIVIL EMERGENCIES, ARTICLE II – EMERGENCY MANAGEMENT, SECTION 34-31 – DEFINITIONS; SECTION 34-33 – LEGISLATIVE AUTHORITY; SECTION 34-37 – EMERGENCY MANAGEMENT COORDINATING COMMITTEE; SECTION 34-38 – DECLARATION OF STATE OF EMERGENCY; SECTION 34-40 – SUSPENSION OF LOCAL BUILDING REGULATIONS; SECTION 34-41 – TERMINATION OF STATE OF EMERGENCY; SECTION 34-42 – COMMISSION AUTHORITY LIMITATIONS; SECTION 34-44 – CONFLICTS; SECTION 34-45 – AUTHORITY IN EVACUATION ZONES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to adopt Ordinance 2024-10.

- b. First Reading of Ordinance 2024-12: FY 2024 Budget Amendment #1**
AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2024 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, RECLAIMED WATER FUND, AND ARPA FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2024-12.

c. Public Hearing to Adopt Emergency Ordinance 2024-11: Permitting Elevation or Reconstruction Above the Floodplain of Nonconforming Residential Structures

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10. – VESTED RIGHTS AND NONCONFORMITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Option the public hearing. Close the public hearing after public comments.

Action Request: Motion to adopt Emergency Ordinance 2024-11.

d. Public Hearing to Adopt Emergency Ordinance 2024-14: Amending Emergency Ordinance 2024-09 to Address Florida Building Code Equipment Elevation Requirements

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING ORDINANCE 2024-09 PERTAINING TO DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Open the public hearing. Close the public hearing after public comments.

Action Request: Motion to adopt Emergency Ordinance 2024-14.

7. Items for Discussion -
8. City Clerk, City Manager, City Attorney and City Commission Reports -
9. Adjournment -

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this 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.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 12:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

DRAFT
City Commission Meeting
October 22, 2024
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Senior Planner
Luke Curtis, Building Official
Andrew Laflin, Interim Finance Director
Camden Mills, City Engineer/Assistant Public Works Director
Denise Sanderson, Community Development Director

Mayor Petrilă called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance.

1. PRESENTATIONS

a. Debris Management Procedures

Camden Mills, City Engineer/Assistant Public Works Director, gave a presentation to the City Commission on debris management. This presentation is made a part of the record. Information shared included:

- Examples of various equipment utilized for debris removal/management
- The process
- Debris that is accepted vs. not accepted
- Resident guidance
- Progress to date
 - 1,198 loads (73,622 cubic yards) staged at Egan Park
 - 136 loads (11,014 tons) hauled from Egan Park to disposal sites
- Timeline for completion by 90 days
- Roadblocks encountered
- Florida Division of Emergency Management (FDEM) guidelines and compliance
- FEMA guidelines and compliance
- Evaluating private property debris removal
- Estimated costs if the City removes debris from private property
- Frequently Asked Questions
- Resources/Contacts

Mayor Petrilă received information that FEMA does not reimburse the City's removal of debris on private property.

If a private property owner ends up with debris on their property that is not theirs, that business/property owner can contact FEMA so that they can send an inspector to the property to review that debris. City Manager Robustelli stated that if the Commission knows of any hardships to have them contact her office.

Mr. Mills has requested that the debris hauler (Aftermath) provide a schedule or queue for the City on where and when for residential pickup; when received, Mr. Mills will be updating the City's website.

b. Substantial Improvement/Substantial Damage (FEMA 50% Rule) Discussion

Denise Sanderson, Interim Community Development Director, gave a presentation to the City Commission; a copy of the presentation is made a part of the record. Information shared included:

- National Flood Insurance Program (NFIP)
- Community Rating System (CRS)
- CRS Savings
- Current lookback standard – Section 98-35 of the Code of Ordinances
- Substantial Damage as defined by FEMA P-758
- Potential options
 - No enforcement of the substantial improvement/substantial damage (SI/SD) rule
 - SI/SD compliance with no lookback period
 - SI/SD compliance with 1-year lookback period, no hardening exclusions
 - SI/SD compliance with 5-year lookback period and current hardening exclusions
- Review of each of the above 4 options and pros/cons
- Mitigating the CRS point loss and the tactics involved
 - Pros/cons of the tactics

More information will be obtained from FEMA regarding how they review the 50% and “lookback”.

Discussion of appraisals, market value, and the Property Appraiser's website where the “FEMA Letter” can be found per property.

Senior Planner Brandon Berry touched on historically designated structures and the timeframe for those not designated but were applying.

Staff were asked to count all the submitted FEMA packets from the last 3 years to get an estimate of who would be impacted by the lookback and 50% rule.

2. APPROVAL OF THE AGENDA

The Substantial Improvement/Substantial Damage presentation was continued to discussion item 7.b.

Vice Mayor Moholland requested a discussion item on Ordinance 2024-09 (7.c.).

Commissioner Rzewnicki requested a discussion on resources to the community (7.d.) and possible zoning changes that can be made to help with mitigation (7.e.).

Commissioner Robinson requested a discussion item on extending the pricing of Aftermath to private property owners (7.f.).

Commissioner Marriott requested a discussion item on reduction of permit fees (7.g.).

Mayor Petrila requested a discussion item on holiday events (7.h.) and workshop/town hall to help navigate the FEMA applications (7.i.).

City Manager Robustelli requested that item 4.d. of the Consent Agenda to Action Item 5.c.

Motion: Vice Mayor Moholland moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the October 22, 2024, City Commission Agenda with the modifications made.

3. AUDIENCE COMMENTS

Resident John Kurzman presented some information to the Commission regarding FEMA 50%, base flood elevation and permitting. A copy of the information he shared is made a part of the record.

Resident Deborah Schechner thanked the City staff for their hard work. She mentioned some various funding sources and programs that may be available to assist with disaster recovery.

Robin Miller, President and CEO for the Tampa Bay Beaches, spoke about the progress in the City with recovery, both businesses and residents.

Resident Vince Tormenia asked various questions regarding 50% rule, timelines, calculations, permits being waived, administratively approved permits, and procedural inspections. A copy of his questions is made as part of the record.

Resident Paul Looney thanked everyone for their hard work. He commented on flooding and resiliency as well as rebuilding.

Resident Grant Izzi stated that the FEMA rules are not something that the City can change; instead, the focus should be on educating staff to be well versed in FEMA and their guidance. He opined a zero-year lookback (as presented during presentation item b) to be the best for the residents.

Resident Ed Schwind expressed concern about who is evaluating the substantial damage criteria. He also requested the estimated cost calculator for construction and labor that will be used by the City for evaluating the 50%.

Resident Sam Angelides thanked the City staff for their hard work. He expressed his opinions about the rollback date and how that will affect the FEMA 50%. He shared some opinions on changing zoning in the City.

Resident Katie Brill thanked the first responders for their service during and after the storm. She opined that the one-year option for the lookback rule as presented by Ms. Sanderson tonight is best.

4. CONSENT

- a. Approval of September 24, 2024, City Commission Budget Meeting Minutes, October 7, 2024, Special City Commission Meeting Minutes, and the October 14, 2024, City Commission Meeting Minutes
- b. Ratify Resolution 2024-20: Extension of State of Local Emergency – Hurricane Milton
- c. Adopt Resolution 2024-19: Renewal of State of Local Emergency – Hurricane Helene
- d. ~~Authorize the City Manager to execute an agreement with Aclarian LLC in the amount of \$117,600.00 for consulting services to fulfill the role of the Finance Director for the City (moved to Action Items)~~

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the October 22, 2024, City Commission Consent Agenda.

5. ACTION ITEMS

a. Review and Approval of the 2025 City Commission Meeting Schedule

City Clerk LaRowe addressed the modifications to the typical second and fourth Tuesday as outlined in the Agenda. She requested direction from the Commission as to the first meeting in November as it falls on Election Day.

Mayor Petrila would like to move the first meeting in November to Monday, November 3rd, the first meeting in December to December 2nd and the second meeting in December to December 9th.

Motion: Mayor Petrila moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the 2025 City Commission Meeting schedule with the requested changes.

b. Move to approve an additional \$600,000 to Joe Payne, Inc. for Building Department Services

Ms. Sanderson stated that this is a request to authorize additional funds (already budgeted) for Building Department Services. These funds come from the Building Department fund and not the General Fund. She stated that the funds are used as services are rendered and that the City is seeking to hire staff Building Official and inspectors.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve an additional \$600,000 to Joe Payne, Inc. for Building Department Services and include the standard statutory addendum for 2025.

c. Authorize the City Manager to execute an agreement with Aclarian LLC in the amount of \$117,600.00 for consulting services to fulfill the role of the Finance Director for the City (moved from Consent Agenda)

Andrew Laflin, Interim Finance Director with Aclarian, LLC, mentioned the modification made to Exhibit B to include the FEMA Disaster Management description; a copy of the revised Exhibit is part of the record.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to authorize the City Manager to execute an agreement with Aclarian, LLC, in the amount of \$117,600.00 for consulting services to fulfill the role of the Finance Director for the City and include the standard Statutory addendum effective 2025.

6. ORDINANCES

a. First Reading Ordinance 2024-10: Change to Chapter 34 Emergency Management

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 34 – CIVIL EMERGENCIES, ARTICLE II – EMERGENCY MANAGEMENT, SECTION 34-31 – DEFINITIONS; SECTION 34-33 – LEGISLATIVE AUTHORITY; SECTION 34-37 – EMERGENCY MANAGEMENT COORDINATING COMMITTEE; SECTION 34-38 – DECLARATION OF STATE OF EMERGENCY; SECTION 34-40 – SUSPENSION OF LOCAL BUILDING REGULATIONS; SECTION 34-41 – TERMINATION OF STATE OF EMERGENCY; SECTION 34-42 – COMMISSION AUTHORITY LIMITATIONS; SECTION 34-44 – CONFLICTS; SECTION 34-45 – AUTHORITY IN EVACUATION ZONES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; PUBLICATION; AND AN EFFECTIVE DATE.

City Clerk LaRowe expressed some further clarification that she wanted addressed in this Ordinance.

Attorney Brookes suggested modifying Section 34-38 of the attached Ordinance to remove declaring a State of Local Emergency by resolution, instead it will be declared by proclamation. Attorney Brookes will further modify this section to allow these declarations to be approved by the Mayor or Vice Mayor or City Commission, as well as termination of the State of Local Emergency. These declarations, extensions, and terminations will be placed on the next practical Commission meeting to ratify, much like the most recent resolutions have been for Helene and Milton.

Motion: Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2024-10 with the changes as mentioned by the City Attorney and City Clerk.

b. Public Hearing to Adopt Emergency Ordinance 2024-11: Permitting Elevation of Nonconforming Residential Structures

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Ms. Sanderson recapped the presentation that was given last week on this item. A copy of the presentation is made a part of the record.

Commissioner Rzewnicki discussed possible conflicts that some properties may face when trying to raise a non-conforming structure.

Resident Dana Richardson thanked staff and the Commission for their hard work throughout these storms. She expressed concern with the height restriction of 30 feet that is in the Ordinance and questioned if there will be grandfathering of structures.

Discussion ensued on the height limitations and the elevation of homes by raising the home vs. raising the roof. The Commission questioned the maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor as outlined in Chapter 98 of the Code of Ordinances. Attorney Brookes stated that it is possible to remove that from this proposed Ordinance.

Resident Vincent Tormenia questioned raising a home 15 feet above the flood level and discussed the cost of pilings that may be structurally necessary.

Fort Meyers Resident Alonso Milan, who works for an elevation company and has customers in the City, discussed the process to raise homes, the requirements, and possible costs.

Encroachments and variances were mentioned. The Commission requested more information prior to approving this Ordinance.

Motion: Commissioner Rzewnicki moved, Commissioner Robinson seconded, and the motion carried 5-0 to extend the Commission Meeting to 10:30 p.m.

7. ITEMS FOR DISCUSSION

a. Recovery Task Force

Ms. Sanderson stated that the City's Comprehensive Plan Coastal Element states that the City Commission shall appoint a task force to provide preliminary damage assessments and direct post-disaster recovery and redevelopment activities. Staff have largely completed damage assessments and anticipate the focus of the Task Force to be on preparation of hazard mitigation policies and report preparation.

Required Task Force Members: City Emergency Management Coordinator (City Manager Robustelli or designee) and one member of the Building Department (recommended Building Official or designee).

Recommended Task Force Members: Planning Board Member, Beach Stewardship Committee Member, Historic Preservation Board Member, a representative from a wildlife and/or environmental advocacy group, and one team member of the Tampa Bay Beaches Chamber of Commerce.

Vice Mayor Moholland stated that he spoke with the chairs of each of the advisory boards mentioned and they are willing to serve on this Task Force.

The Mayor recommended that the City issue a call for applications from a resident or business owner who is also part of an advocacy group and a member of the business community. He agreed that the chair of each of those advisory boards was appropriate. The Commission agreed with the Mayor's recommendation.

b. Substantial Improvement/Substantial Damage (FEMA 50% Rule) Discussion *continued from earlier*

The presentation tonight included four options that shall be considered by the Commission.

Each Commissioner commented on their preference; the City Manager will reach out to FDEM regarding permit-by-permit lookback period with hardening exemptions and a one-year look back period with hardening exemptions.

The Commission agreed that more data is necessary to make a decision; any questions that the Commissioners have will be emailed to the City Clerk to forward to appropriate staff.

c. Ordinance 2024-09 (added)

Mr. Berry responded to Vice Mayor Moholland's concerns on this Ordinance [adopted on October 14th] stating that the change made is not going to cause any issued with FEMA.

f. Extending the Aftermath Debris Hauler Pricing to Private Property Owners (added and heard before items d and e)

City Manager Robustelli will investigate this with Aftermath. The County has several contracts that can be extended to private property owners; she will gather that information and have it shared with the public as soon as possible.

d. Disaster Resources for the Community (added)

Commissioner Rzewnicki would like to see a centralized physical location where information and resources for residents can be obtained; some residents do not have power and/or internet access at home to view stuff online. She opined information in other languages may also be of benefit.

e. Zoning Change Options (added)

Commissioner Rzewnicki requested information on options that can be made to the City's Zoning Code to allow

for Accessory Dwelling Units (ADU) as it may be an option for residents to create income to offset the costs with rebuilding.

Motion: Commissioner Rzewnicki moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to extend the Commission Meeting to 10:45 p.m.

g. Permit Fee Discussion (added)

Commissioner Marriott mentioned that there are other municipalities that have waived or reduced their permit fees as it relates to storm recovery.

Ms. Sanderson was asked to provide information on the average permit fee and bring that information to the Commission when available. She mentioned that permit fees do count towards the FEMA 50%. If the City waives those fees, the cost is still factored into 50% for FEMA.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to extend the Commission Meeting to 11:00 p.m.

h. Holiday Events (added)

Mayor Petrila mentioned the events that occur throughout the City in December and wanted to know how the Commission felt about continuing some or all of these. It was decided that the participants in the boat parade could be the organizer for the event, that the City will continue with holiday lighting/decorations, and will proceed with the concert in the park/tree lighting.

i. Workshop/Town Hall to Navigate FEMA (added)

The Mayor would like to invite an appraiser or panel of appraisers to the next Community Meeting; they would be volunteering their attendance.

Dates were discussed and it was decided that the next Town Hall Community Meeting would be on November 6, 2024, at 5:30 p.m. in the Commission Chambers.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY, AND CITY COMMISSION REPORTS

Amber LaRowe, City Clerk – reminded the Commission and public that City Hall Commission Chambers is a voting location for November 5th election, 7:00 a.m. to 7:00 p.m.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to extend the Commission Meeting to 11:05 p.m.

City Clerk LaRowe stated that the Library is a ballot drop off location and that those voters who normally vote at Warren Webster will continue do so on November 5th.

Vice Mayor Moholland – will have a community meeting on October 30th at 5:30 p.m. at Hurley Park.

Commissioner Rzewnicki – announced that that Pet Parade at Lazarillo Park is cancelled and will be rescheduled.

Mayor Petrila – thanked City staff for working with the Corey Avenue Business Association to bring the Sunday Market back this coming weekend.

He announced the Concert in the Park this Friday at Horan Park.

Mayor Petrila adjourned the meeting at 11:03 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 3)**

CITY OF ST. PETE BEACH

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm/Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread throughout the City, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, pursuant to Chapter 34 – Civil Emergencies, Article II – Emergency Management, the Declaration of the Local State of Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above “Whereas” clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-23 attached as Exhibit A) within five (5) working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Milton.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect **on October 28, 2024**, and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of October 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF HURRICANE MILTON; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm/Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers under Chapter 252, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The Declaration of Local State of Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of political subdivisions as provided in Section 252.38(a)(a) 5, Florida Statutes, pertaining to:

- a) Performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
- b) Entering into contracts;
- c) Incurring obligations;
- d) Employing permanent and temporary workers;
- e) Utilizing volunteer workers;
- f) Renting of equipment;

- g) Acquiring and distributing with or without compensation of supplies, materials, and facilities; and
- h) Appropriating and expending public funds.

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 5)**

CITY OF ST. PETE BEACH

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread throughout the City causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, Pursuant to Chapter 34 – Civil Emergencies, Article II - Emergency Management, the Declaration of Local Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above "Whereas" clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders

- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-24 attached as Exhibit A) within five (5) working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Helene.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect **at 5:00 PM on October 29, 2024,** and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS AND EFFECTS OF HURRICANE HELENE; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The Declaration of Local State of Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a) 5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;

- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 4)**

CITY OF ST. PETE BEACH

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm/Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread throughout the City, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, pursuant to Chapter 34 – Civil Emergencies, Article II – Emergency Management, the Declaration of the Local State of Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above “Whereas” clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-25 attached as Exhibit A) within five (5) working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Milton.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect on November 4, 2024, and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of October 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF HURRICANE MILTON; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm/Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers under Chapter 252, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The Declaration of Local State of Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of political subdivisions as provided in Section 252.38(a)(a) 5, Florida Statutes, pertaining to:

- a) Performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
- b) Entering into contracts;
- c) Incurring obligations;
- d) Employing permanent and temporary workers;
- e) Utilizing volunteer workers;
- f) Renting of equipment;

- g) Acquiring and distributing with or without compensation of supplies, materials, and facilities; and
- h) Appropriating and expending public funds.

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 6)**

CITY OF ST. PETE BEACH

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread throughout the City causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, Pursuant to Chapter 34 – Civil Emergencies, Article II - Emergency Management, the Declaration of Local Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above "Whereas" clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders

- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-26 attached as Exhibit A) within five (5) working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Helene.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect **at 5:00 PM on November 5, 2024,** and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS AND EFFECTS OF HURRICANE HELENE; PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The Declaration of Local State of Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a) 5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;

- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City’s Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Authorize the City Manager to enter into an amended agreement for the upgraded services package with iWorq Community Development Software in the amount of \$25,375.00 per year

Action Request: Motion to approve the amended agreement for the iWorq upgraded services package in the amount of \$25,375.00 per year.

Strategic Objective:

Date: November 4, 2024

Prepared By: Denise Sanderson

Through: Denise Sanderson

Summary of Issue: The city has used iWorq, a cloud-based software solution, since 2019 and intends to continue using the system for building permitting, planning, business licensing and code enforcement management. In December 2023, a 3-year agreement for the continuation of services was executed, and recently Community Development has been made aware of the Enterprise Package which contains additional services that would greatly enhance the workability and combine current individual modules under one comprehensive package. The amended agreement combines existing services totaling \$17,625.00 with proposed added services (Enterprise Package \$3,750: Workflows, Notifications, GIS REST, Scheduled Reporting, and Templated webform library, plus Rental License Module \$5000) totaling \$8,750 for a combined annual total of \$25,375. The FY2024 Building Fund budget included \$87,500 for software, and \$69,363.66 remained available. The FY2025 Building Fund budget included \$20,000 for software.

Funding: Building Fund 201-5330

Attachments: 1. St. Pete Beach FL-iWorQ Enterprise and Rentals

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

St. Pete Beach hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

St. Pete Beach	Population- 9346
155 Corey Beach St. Pete Beach, FL 33706	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
License Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation -Online Renewal Capabilities	\$2,000.00	Annual
Permit Management - Plan Review - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Track your contractors and their licensing - Quarterly parcel upload - Includes unlimited access to 15 letter templates and 3 custom letters - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use	\$2,000.00	Annual
Premium Data (Custom) - Base of 25MB upload size and a custom total of data storage detailed below under note IV.	\$3,000.00	Annual
Large File Upload - Custom - Increases upload size capabilities to the amount listed under item IV below.	\$1,725.00	Annual
Business License Management (Basic) -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Businesses -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads that are required to licensing process (i.e Driver's License)	\$2,000.00	Annual
Citizen Engagement Package includes: *Citizen Engagement	\$1,000.00	Annual

- Drive citizen satisfaction, streamline communication and reduce overhead costs. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal. - Includes premium data package (25MB file upload size and 100GB total storage).		
Bluebeam Plan Review Integration - iWorQ integration with Bluebeam Studio Prime *StudioPrime is required for integration and all Bluebeam products will need to be purchased directly from Bluebeam or authorized distributor/dealer.	\$1,400.00	Annual
Community Development Enterprise Package *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -3 Scheduled Reports -Includes access to 21 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour to accommodate new configuration changes.	\$7,250.00	Annual
Rental License Management w/Check AirBnB -Available on any computer, tablet, mobile device using Chrome Browser -Licensing for Rental Properties -Selection of 3 Location Types -Renewal and invoicing Included -Multi-Invoice Payment Included -Request and Pay for inspections -Online payment processing through PayRoc -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit,	\$5,000.00	Annual

licensing or code enforcement process (i.e Driver's License) -Check AirBnB tool to verify and compare rental locations		
Subscription Fee Total (This amount will be invoiced each year)	\$25,375.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
-------------------	------------------------	----------------------	----------------

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement includes a total file upload size of 250MB and a total of 1.2 TB of Storage.
- V. This agreement combines existing services totaling \$17,625 with proposed added services (Enterprise Package \$3,750: Workflows, Notifications, GIS REST, Scheduled Reporting, and Templated webform library, plus Rental License Module \$5,000) totaling \$8,750 for a combined annual total of \$25,375. Added services may be prorated.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Reappointment of Trustee to the General Pension Board

Action Request: I move to re-appoint Ms. Laura Williamson as a trustee to the General Pension Board of Trustees.

Strategic Objective: N/A

Date: November 4, 2024

Prepared By: Ginny Bodkin, Deputy City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: Trustee Laura Williamson's term expires in October 2024; she would like to continue serving on the Pension Board. Ms. Williamson's term is for two years and would expire in 2026.

The Code of Ordinances outlines that the two resident Trustees shall be legal residents of the City and shall be appointed for two year terms in alternating years by the City Commission.

Funding: N/A

Attachments: 1. Laura Williamson Ratification

From: [Jammie Arthur](#)
To: [Ginny Bodkin](#)
Subject: St Pete Beach General - City Appointed Trustee Seat
Date: Friday, October 4, 2024 2:08:10 PM
Attachments: [image001.png](#)

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Hello-

Laura Willaimson sits in one of the City appointed Trustee seats, which is set to expire in October 2024. Plan Administrator Tiffany Fair has confirmed with Laura that she would like to serve another term. Can you please add her reappointment to the next City Council meeting and let me know the date this is going to be considered.

Thank you,

Jammie Arthur, Plan Administration Analyst

Cape Coral Office
2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Naperville Office
184 Shuman Blvd.
Suite 305
Naperville, IL 60563



239.333.4TPA (4872)  | 239.333.0177  | www.foster-foster.com

NOTICE OF CONFIDENTIALITY: This transmission contains information that may be confidential and that may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. If you have received this transmission in error, please notify us immediately and delete it from your system. Please keep in mind that any communication sent to our office may become public record by way of the client being referenced.

CONFIDENTIALITY AND HIPAA NOTICE: *This email, including any attachments, contains information from Foster and Foster, which may be confidential or prohibited from any disclosure under the HIPAA Privacy Rule or related laws, federal or state. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender immediately by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.*

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Ratification of Appointment of the Fifth Trustee to the General Pension Board

Action Request: I move to ratify the appointment of Mr. Tim McLean as the fifth trustee to the General Pension Board of Trustees.

Strategic Objective: NA

Date: November 4, 2024

Prepared By: Ginny Bodkin, Deputy City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: At the September 23, 2024 quarterly General Pension Board meeting, the Board voted and reappointed Tim McLean to serve in the fifth trustee seat for the Board of Trustees, for a 2-year term.

The Code of Ordinances outlines the fifth trustee appointment as follows: the fifth trustee is chosen by a majority of the other four trustees, and their name is submitted to the City Commission for ratification as a ministerial act.

Funding: NA

Attachments: 1. Tim McLean Ratification

From: [Jammie Arthur](#)
To: [Ginny Bodkin](#)
Subject: St Pete Beach General - Ratification of 5th Trustee Seat
Date: Friday, October 4, 2024 2:08:36 PM
Attachments: [image001.png](#)

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

Hello-

At the September 23, 2024 quarterly Pension Board meeting, the Board voted and reappointed Tim McLean to serve in the 5th Trustee seat. The City Council which shall, in accordance with the state law, ratify the appointment of the 5th Trustee seat as a ministerial act. Can you please add this ratification to the next Council agenda. Please let me know when this is set to ratified so I can update the Board.

Thank you,

Jammie Arthur, *Plan Administration Analyst*

Cape Coral Office
2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Naperville Office
184 Shuman Blvd.
Suite 305
Naperville, IL 60563



239.333.4TPA (4872)  | 239.333.0177  | www.foster-foster.com

NOTICE OF CONFIDENTIALITY: This transmission contains information that may be confidential and that may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. If you have received this transmission in error, please notify us immediately and delete it from your system. Please keep in mind that any communication sent to our office may become public record by way of the client being referenced.

***CONFIDENTIALITY AND HIPAA NOTICE:** This email, including any attachments, contains information from Foster and Foster, which may be confidential or prohibited from any disclosure under the HIPAA Privacy Rule or related laws, federal or state. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender immediately by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.*

St. Pete Beach City Commission Agenda Report

Action Request: Authorization of Expenditures for Library Materials

Strategic Objective: Services to the community

Date: November 4, 2025

Prepared By: Betcinda Kettells, Library Director

Through: Frances Robustelli, City Manager

Summary of Issue: The fiscal year (FY) 2025 budget includes funding for the purchase of print materials at the library. Staff is requesting authorization to purchase books throughout the year on an as-needed basis, up to an amount of \$30,000 utilizing a previously executed bid awarded to Baker and Taylor, Inc. by the State of Florida. Staff has evaluated Baker and Taylor against other service providers, including Amazon, Brodart, and Midwest Tapes, and recommends Baker and Taylor due to the vendor's highly responsive ordering platform and competitive pricing.

The City has a long-standing relationship with Baker and Taylor, with cataloging systems already in place. Materials discounted off retail pricing through the State of Florida include adult and juvenile hardcover fiction and non-fiction titles, reinforced bindings on selected juvenile titles, adult large print titles and non-fiction hardcover and softcover titles.

Funding: The FY 2025 budget account no. 5602.5660.

Attachments: Baker and Taylor State Contract

**Reviewed by the
City Manager:** _____



**Alternate Contract Source (ACS)
No. 55000000-23-NY-ACS**

**For
Books, Serials, Databases, and Library Resource Management
Products**

This Alternate Contract Source No. 55000000-23-NY-ACS Books, Serials, Databases, and Library Resource Management Products (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Baker & Taylor, LLC (Contractor), located at 2810 Coliseum Centre Drive, Suite 300, Charlotte, NC 28217, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the lead State of New York, competitively procured and executed No. PC69889, Books, Serials, Databases, and Library Resource Management Products (Master Contract), with the Contractor; and

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective March 22, 2023, and its term currently ends on August 31, 2027. The Master Contract has five years of renewals available. The Contract will become effective on April 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on August 31, 2027, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement

**Alternate Contract Source (ACS)
No. 55000000-23-NY-ACS
For
Books, Serials, Databases, and Library Resource Management Products**

the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: ACS Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Brittany Kiekieta
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Brittany.Kiekieta@dms.fl.gov

Contractor's Contract Manager:

Lee Ann Queen
Baker & Taylor, LLC
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
Telephone: (704) 219-4952
Email: Bids@baker-taylor.com

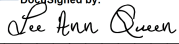
Alternate Contract Source (ACS)
No. 55000000-23-NY-ACS
For
Books, Serials, Databases, and Library Resource Management Products

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

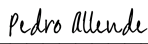
CONTRACTOR
Baker & Taylor, LLC

DocuSigned by:

A88E24D586924BA...

5/17/2023 | 3:37 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

5E91A8D369EB47C...
Pedro Allende, Secretary

5/18/2023 | 8:35 AM EDT

Date:



EXHIBIT A ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.
 - 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department’s Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department’s Contract

Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in

accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

EXHIBIT B

SPECIAL CONTRACT CONDITIONS

JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining 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 provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: December Holiday Decorations

Action Request: Move to approve and accept the Christmas Designers of Florida Proposal in the amount of \$76,621.00 for the City-wide Holiday Decorations

Strategic Objective: Community and Neighborhoods

Date: November 11, 2024

Prepared By: John K. Taylor, Procurement Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The City published a RFB on March 13, 2024 for December Holiday Decorations. The bids were due on April 10, 2024 at 9:00 AM. . The City received six responses to the RFB with Christmas Designers of Florida being the lowest bid. The proposal is for \$76,621 which includes:

- Pole Mounts for Blind Pass and 75th
- Pole Trim on Corey Ave. from Mangrove to Gulf Blvd. Mangrove from Corey Ave. to 75th Avenue.
- Tree Wrap on Gulf Blvd south from 75th.
- Horan Park Tree and Photo op cutouts
- Pole Trim and Tree Wrap on the Bayway from Toll Booth to Gulf Blvd.
- Tree in PAG Park and Photo Op Cutouts
- Pole Trim and Tree Wrap in PAG on Gulf Way and Pass-a Grille Way from 1st to 22nd Avenue.
- Pole Trim and 8th, 9th, and 10th Ave. in PAG
- Pole Mounts on Gulf Blvd from 75th to Bayway.

Funding: 6106-5399

Attachments:

1. Christmas Designers of Florida Agreement
2. Christmas Designers of Florida Proposal
3. December Holiday Decorations RFB



**City of St Pete Beach
Request for Bid**

December Holiday Decorations

**Bids due on or before
4/10/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	2
II.	CONTRACTOR'S BID SUBMITTAL	3
III.	FEE SCHEDULE	4
IV.	GENERAL CONTRACT TERMS.....	5
V.	REFERENCES & MINIMUM QUALIFICATIONS.....	24
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT	25
VII.	NON-COLLUSION AFFADAVIT	27
VIII.	SPECIFICATIONS	28
IX.	SAMPLE AGREEMENT	29

December Holiday Decorations Dates and Times

ITEM	DATE	TIME
Solicitation Issued	3/13/2024	N/A
Pre-Bid Meeting (Not Mandatory)	3/20/2024	10:00 AM
Deadline for Receipt of Questions	4/03/2024	10:00 AM
Submission Deadline	4/10/2024	9:00 AM
Sealed Bid Opening	4/10/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Holiday Decorations"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach ["Click or tap here to enter text."](#)

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
BIDDER: _____ <i>(SIGNATURE)</i>	NAME: _____ <i>(PRINT NAME & TITLE)</i>

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

SUBMIT BID TO:

**OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706**

III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75 th Lighted	53		
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75 th	45		
Tree Wrap on Gulf Blvd South from 75 th (Medjool Palms 75' x 9" Red Garland Trim	24		
Horan Park Tree 22' Panel Tree including 4' Star Topper	1		
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25		
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1		
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1 st to 22 nd Ave.	167		
Pole trim on 8 th , 9 th and 10 th Ave in Pass-A-Grille	22		
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68		

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Holiday Decoration Companies. Each Company should be able to deliver, Install and Uninstall decorations chosen. |

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for December Holiday Decorations

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on 3/20/2024 at 10:00 AM EST via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions. |

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 10:00 **EST on 4/3/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **4/10/2024 at 9:00 AM EST** (Deadline). No bids shall be

accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: "**December Holiday Decorations**"

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail -jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to install Christmas decorations within the city of St. Pete Beach, Florida. All Decorations must be installed no later than the week of Thanksgiving and should be uninstalled the first week in January of each year. |

DETAILED SPECIFICATIONS

- All Decorations should be secular in nature.
- All decorations will be installed per instructions on location for each.
- All Pole Mounts should be lighted.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. |

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Parks and Recreation Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start and finish installation the week of Thanksgiving and uninstall the first week in January.

COMPLETION OF WORK

The work will be completed and ready for final inspection per the scope the week of Thanksgiving. This Agreement will stay in effect for three (3) years with two (2) 1-year renewals. |

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be

subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract. |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor

shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. The contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-

pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and

costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for

that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied.
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

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

the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or

injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work;

the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any

damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the

payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINEE REQUIREMENTS

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

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat.

448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award,

excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

|

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be

considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount

of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved,

and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker’s Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor’s funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Florida public records law (Exhibit “A”)
- b. Request for Bid (Exhibit “B”)

c. Vendor Proposal (Exhibit C)

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

As to Contractor:

With Copy To:

Insert Vendor email address

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Alex Rey

Its: .Project Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Request for Bid behind this page)

Exhibit “C”

(Place Vendor’s Bid Behind this Page)

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.



City of St. Pete Beach

RFB Response

December Holiday Decorations

Christmas Designers Florida
 Joe Campbell – Director of Sales
jcampbell@christmasdesigners-fl.com
 954-633-2159
 3124 NW 16th Terrace, Pompano Beach, FL 33064

Table of Contents

Table of Contents	1
Qualifications Level	
Contractor's Bid Submittal	2
Fee Schedule	3
Holiday Program layout.....	4
Pole Décor Options for Lease	13
References.....	17
City Required Forms	
Contractor license and Insurance Certificate	20
Public Entity Criminal Affidavit.....	22
Non-Collusion Affidavit	24
Additional Paperwork	
W-9	25
SunBiz.....	26
Business Tax Receipt.....	27

Addendum received in connection with this Request for Proposal:

Addendum #1, Dated <u>3/20/2024</u>	<u>JC</u> <i>Authorized Initials</i>
Addendum #2, Dated <u>4/5/2024</u>	<u>JC</u> <i>Authorized Initials</i>

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

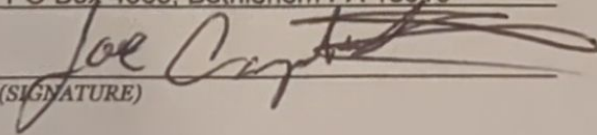
The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Holiday Decorations**" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Click or tap here to enter text".

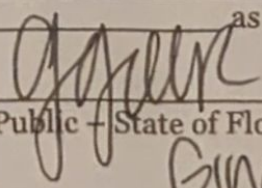
COMPANY: Rileighs Outdoor, LLC dba Holiday Outdoor Decor
dba Christmas Designers Florida DATE: 04.05.2024
ADDRESS: PO Box 4365, Bethlehem PA 18018 PHONE: 954-973-4225
BIDDER:  NAME: Joe Campbell - Director of Sales
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of APRIL, 2024, by JOE CAMPBELL, who is personally known to me or has produced _____ as identification.

(SEAL)




Notary Public - State of Florida

Gina Geiler
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75 th Lighted	53	\$230.00	\$12,190.00
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75 th	45	\$130.00	\$5,850.00
Tree Wrap on Gulf Blvd South from 75 th (Medjool Palms 75' x 9" Red Garland Trim	24	\$204.00	\$4,896.00
Horan Park Tree 22' Panel Tree including 4' Star Topper	1	\$5,829.00	\$5,829.00
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25	\$165.00	\$4,125.00
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1	\$3,510.00	\$3,510.00
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1 st to 22 nd Ave.	167	\$130.00	\$21,710.00
Pole trim on 8 th , 9 th and 10 th Ave in Pass-A-Grille	22	\$130.00	\$2,860.00
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68	\$230.00	\$15,640.00
3 Piece Bear Family Photo Op at Horan Park	3	VALUE ADDED	\$0.00
3 Piece Deer Family Photo Op at Pass A Grill Park	3	VALUE ADDED	\$0.00

HOLIDAY PROGRAM 2024



CITY OF ST. PETE BEACH

- PROPOSAL
- GENERAL TERMS



www.ChristmasDesigners-FL.com

The material contained herein is the property of Holiday Outdoor Decor.
Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 1 of 9

LEGEND

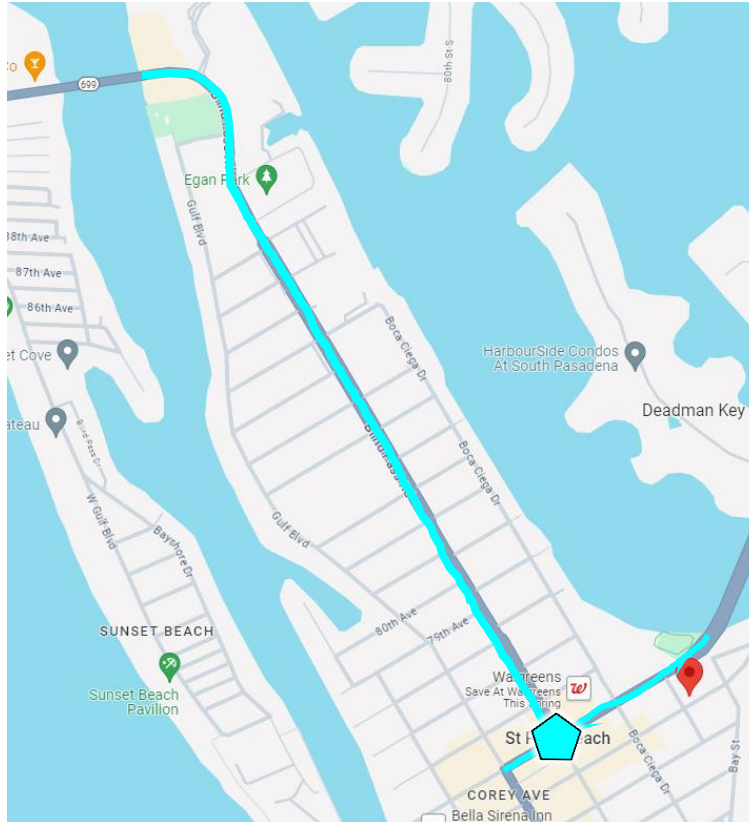
Explanation of symbols
on General Terms page

PROPOSAL

CITY OF ST. PETE BEACH Holiday Program 2024



AREA 1 – BLIND PASS RD



For each of the fifty-three (53) Poles on Blind Pass Rd, from 75th St north to bridge and 75th Ave from Bridge to Gulf Blvd, we will install one (1) Various Pole Decoration.

- 13 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE-PM-SLB-WCB54
- 13 54" Wreath w/Tube Candles, with Branch Garland 14-4-2 LED
LSE-PM-SLB-WTCG54
- 13 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE-PM-SLB-PAWS90
- 14 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE-PM-SLB-SPA66

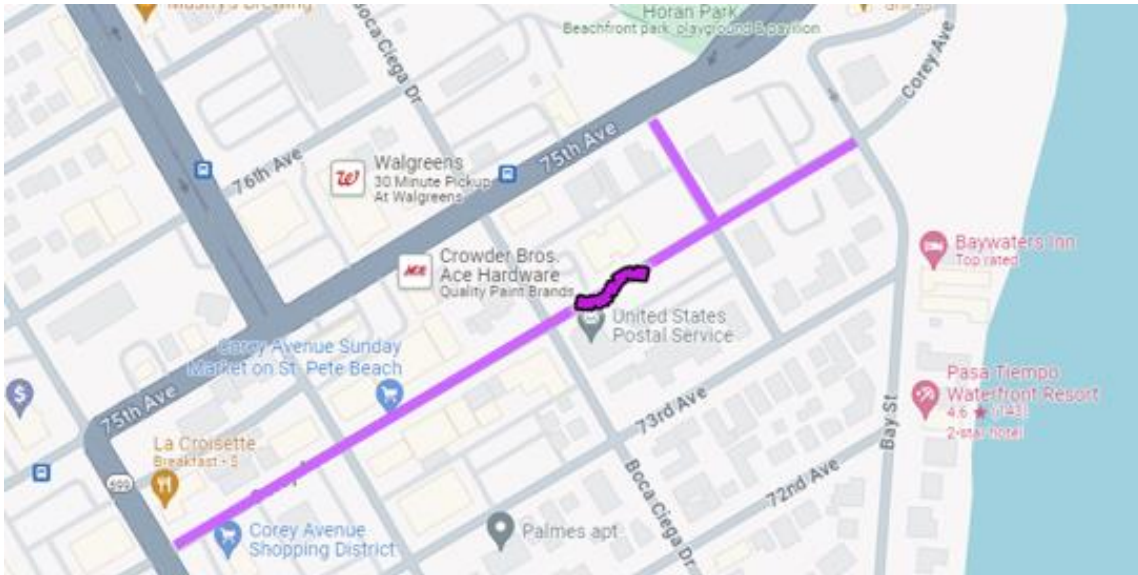
END AREA 1

The material contained herein is the property of Holiday Outdoor Decor.
Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 2 of 9

AREA 2 – DOWNTOWN

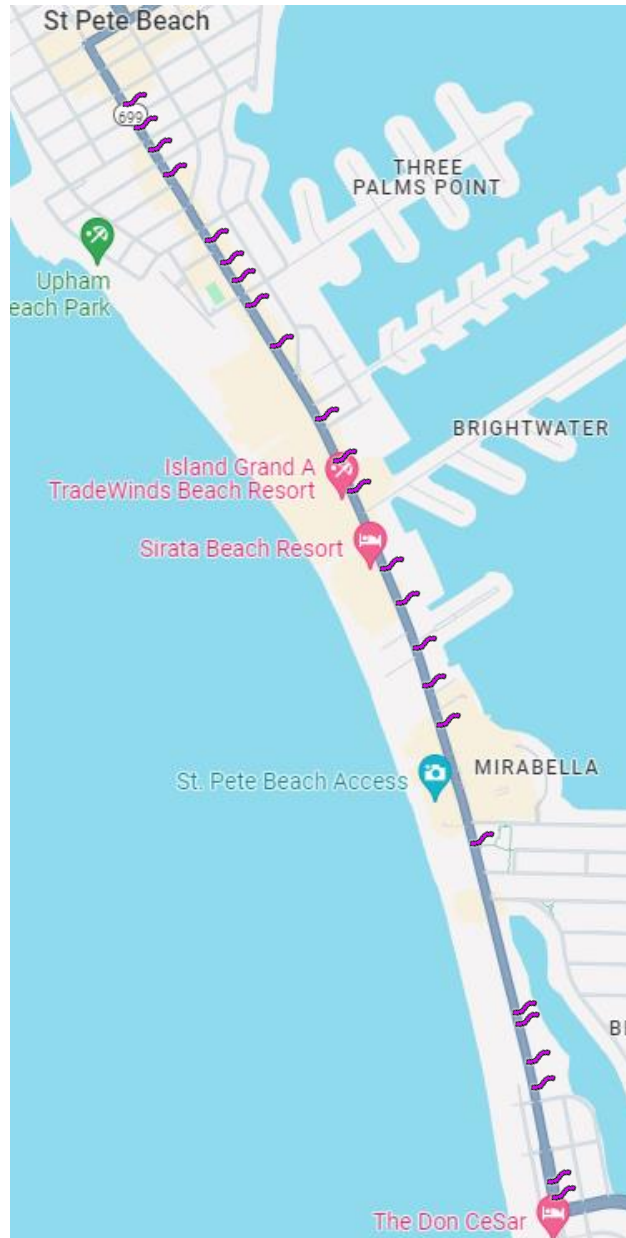


For each of the forty (40) Poles along Corey Ave from Gulf Blvd to Bay St, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top. For each of the five (5) Poles along Mangrove St from Corey Ave to 75th Ave, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows.

- 45 Pole Trim Green 25', 9" PVC/MET Regular Cut
LSE-VM-25-PT-9RGR
- 90 24" Red Glitter Bow, 4 Loop with Bracket
LSE-B-G24-RD-B

END AREA 2

AREA 3 – GULF BLVD MEDIANS



For each of the twenty-four (24) Medjool Date Palms in the Medians on Gulf Blvd from Corey Ave to Pinellas Bay Way, we will wrap one (1) 75' Red PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top facing the traffic in both direction.

- 72 Pole Trim Red 25', 9" Garland, Regular Cut
LSE-VM-25-PT-9RRD
- 48 24" Red Glitter Bow, 4 Loop with Bracket
LSE-B-G24-RD-B

END AREA 3

The material contained herein is the property of Holiday Outdoor Decor.
Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 4 of 9

AREA 4 – COLONEL MICHEAL J. HORAN PARK

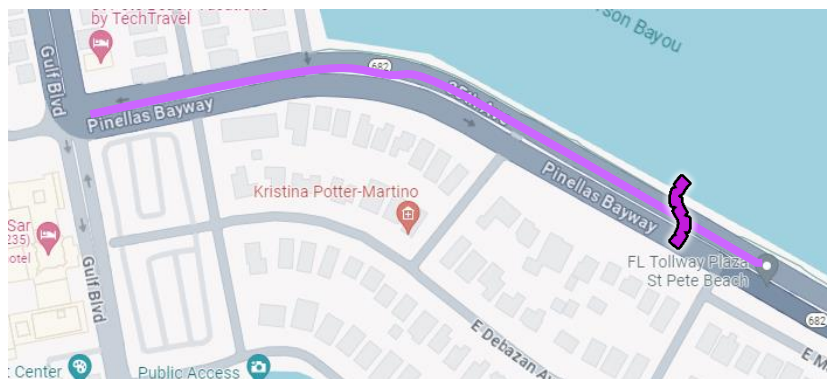


In Colonel Micheal J. Horan Park, we will install (1) 18ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments with a 4ft Star Topper, for an overall height of 22ft. Next to the Tree we will install one (1) Bear Family Photo Op's.

- 1 Panel Tree 18' C7 LED Multi – Multi Ornamentation
LSE-T-18P-MC
- 1 4' 3D Nativity Star Tree Topper C7 LED Cool White
LSE-TT-4-3DNS-CW
- 1 Bear Family Bundle Photo Op – 3 Pieces
LSE-DS-3-POBB

END AREA 4

AREA 5 – PINELLAS BAYWAY

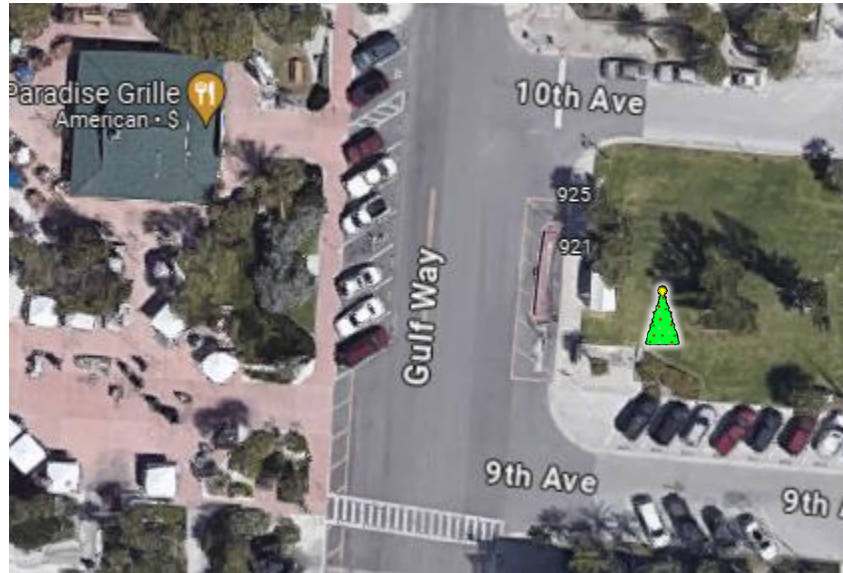


For each of the twenty-five (25) White Utility Poles on Pinellas Bayway from Toll Booth to Gulf Blvd, we will wrap one (1) 75' Red PVC Pole Trim starting under the lamp mount at the top and wrap all the way down.

- 75 Pole Trim Red 25', 9" Garland, Regular Cut
LSE-VM-25-PT-9RRD

END AREA 5

AREA 6 – PASS A GRILLE PARK

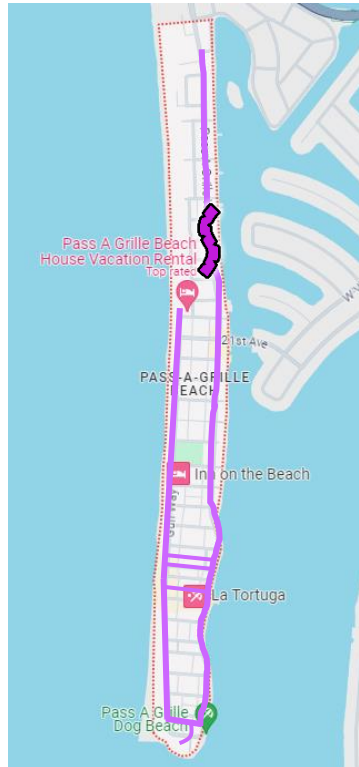


At Pass A Grille Park, across the street from Paradise Grille, we will install (1) 14ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments and ten (10) 18" Red Bows with a 3ft Star Topper, an overall height of 17ft. Next to the Tree we will install one (1) Deer Family Photo Op's.

- 1 Panel Tree 14' C7 LED Multi – Multi Ornamentation
LSE-T-14P-MC
- 1 3' 3D Nativity Star Tree Topper C7 LED Cool White
LSE-TT-3-3DNS-CW
- 10 18" Red Outdura 4 Loop Bow with Gold Trim
LSE-B-O18-RGT
- 1 Deer Family Bundle Photo Op – 3 Pieces
LSE-DS-3-PODB

END AREA 6

AREA 7 – GULF WAY AND PASS A GRILLE WAY AREA



For each of the one-hundred eighty-nine (189) Poles in install areas noted below, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.

Install Areas:

Gulf way starting at 22nd Ave heading South to 1st Ave to Pass A Grille Way, starting at 1st Ave heading north on Passa Grille way (only light poles on East side of the road from 1st Ave to 12th, on the water side) to approximately 32nd Ave.
8th, 9th and 10th Streets between Gulf Way and Pass A Grille Way.

(167) Gulf Way and Pass A Grille Way

(11) on 8th

(5) on 9th

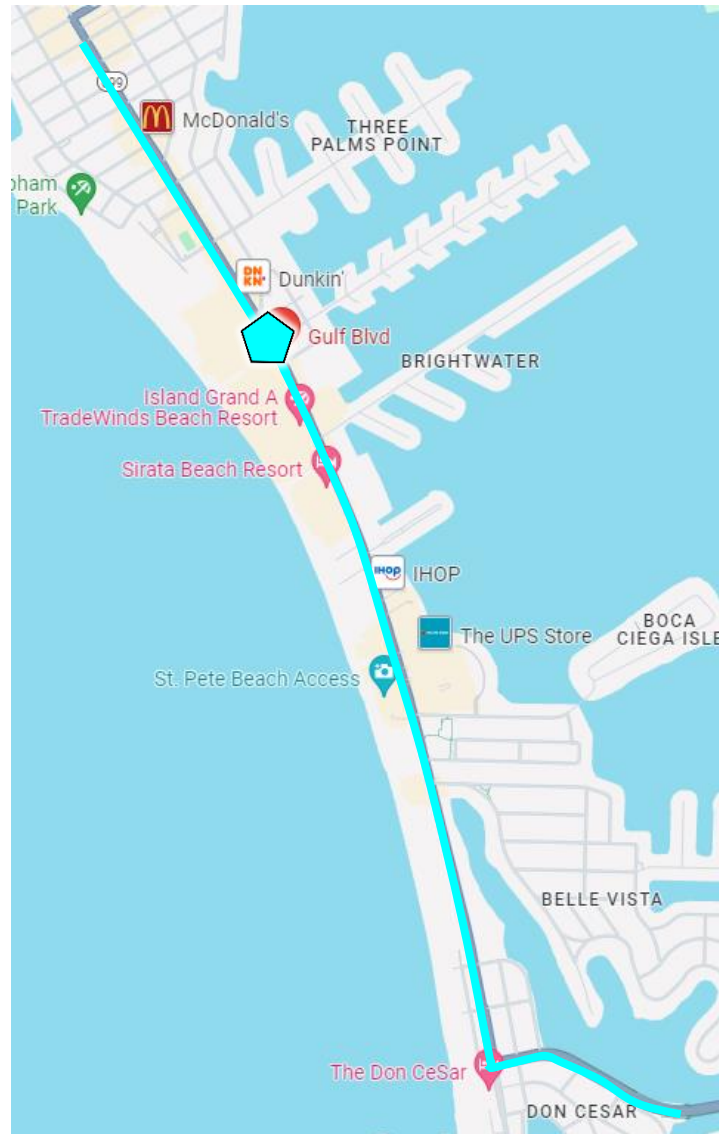
(6) on 10th

189 Pole Trim Green 25', 9" PVC/MET Regular Cut
LSE-VM-25-PT-9RGR

378 24" Red Glitter Bow, 4 Loop with Bracket
LSE-B-G24-RD-B

END AREA 7

AREA 8 – GULF BLVD LARGE LIGHT POLES



For each of the sixty-eight (68) Large Light Poles on Gulf Blvd from Corey Ave to Pinellas Bay Way to the bridge, we will install one (1) Various Pole Decoration.

- 18 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE-PM-SLB-WCB54
- 16 4.5' Candle Wreath (14-4-2) C9 LED
LSE-PM-SLB-CW54
- 17 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE-PM-SLB-PAWS90
- 17 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE-PM-SLB-SPA66

END AREA 8

The material contained herein is the property of Holiday Outdoor Decor.
Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 8 of 9

GENERAL TERMS

CITY OF ST. PETE BEACH

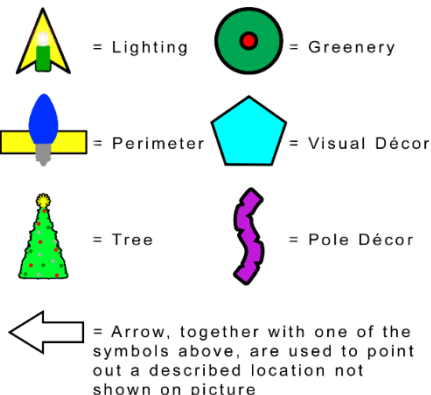
Holiday Program 2024



- ▶ No power cords will be run on the ground where there is pedestrian access, if the need arises, the customer is responsible for covering the cords. Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, **Please note; Customer is responsible for turning power on during installation and service.**
- ▶ Holiday Outdoor Décor is not responsible for outages due to ground fault interrupters (GFCI) or insufficient electrical requirements.
- ▶ All tree and hedge trimming to be completed before the installation window. *If not completed at time of installation, additional charge may incur.*
- ▶ If your proposal includes an exterior artificial Tree, Holiday Outdoor Decor always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.
- ❶ Lighting installation may begin the 1st week of September with other jobs in the area.
- ❶ All décor will be serviced throughout the season from “turn on” through December 31^s upon notification from Customer of non-functioning décor. [Install Service Request](#)
- ❶ Lighting will be disconnected in the beginning of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- ❶ Removal of holiday lighting will begin the 1st week of January and be completed by the last date of the Takedown window.
- ❶ All visual decorations will be removed no later than last date of the Takedown window.

LEGEND

Explanation of symbols



The material contained herein is the property of Holiday Outdoor Decor.
Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 9 of 9



City of St. Pete Beach
December Holiday Decorations

POLE DÉCOR OPTIONS FOR LEASE

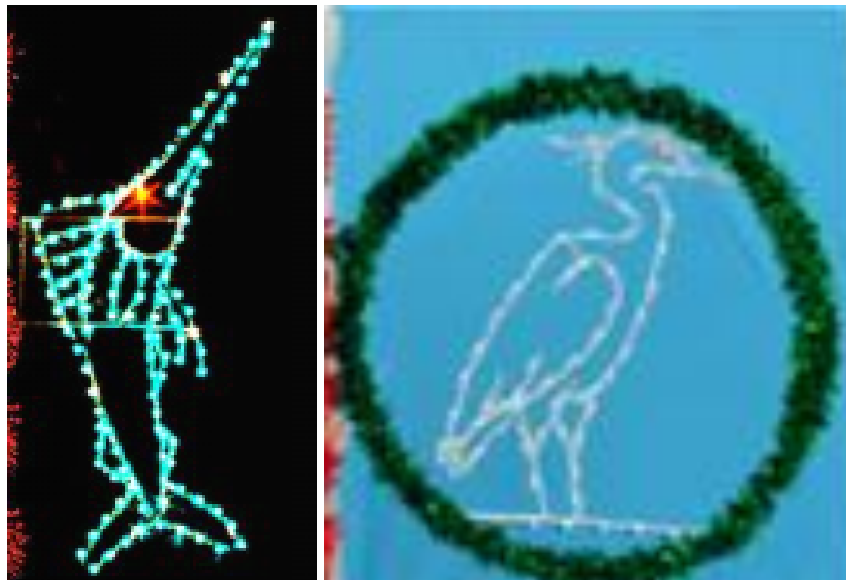
LEASE POLE DÉCOR OPTIONS



Pictured Left: Palm Tree with Present - \$230/ea.

Pictured Center: Sailboat Wreath - \$230/ea.

Pictured Right: Holiday Dolphin - \$230/ea.



Pictured Left: Marlin - \$230/ea.

Pictured Right: Egret Wreath - \$230/ea.

LEASE POLE DÉCOR OPTIONS



Pictured Left: Old World Scroll with Bow Post Topper - \$275/ea.

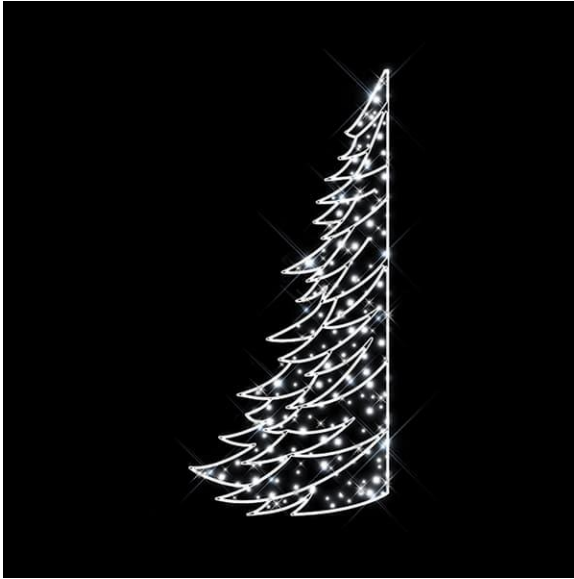
Pictured Right: Globe Mounted Wreath w/Bow - \$325/ea.



Pictured Left: Star Snowflake - \$438/ea.

Pictured Right: Nordika Tree Pole Mount - \$ 778/ea.

LEASE POLE DÉCOR OPTIONS



Pictured Left: Wood Pole Mount- \$375/ea.

Pictured Right: Penelope Long Bow Pole Mount - \$ 468/ea.



Pictured Left: Blizzard Pole Mount - \$ 895/ea.

Pictured Right: Iliade Bow Pole Topper – \$328.00/ea.

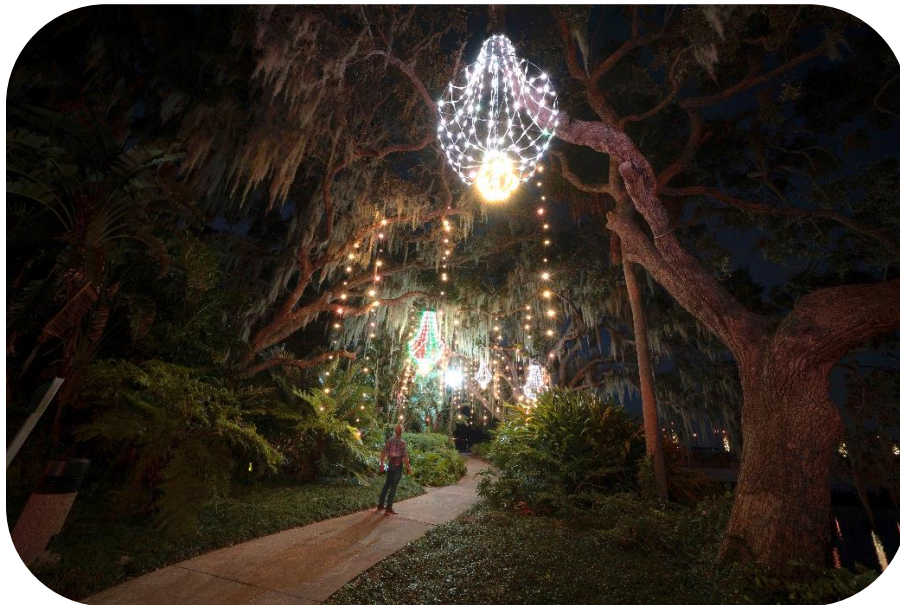
More pole décor designs available upon request.



City of St. Pete Beach

References

+40 years of experience of the holiday lighting and decorating business in Florida. We have provided many customers with our services. At the moment, we have 195 customers with multi-year contracts. For season we hire approximately 130 seasonal employees, many of them with several years' experience from earlier seasons with us, to successfully and within time frames accomplish all scopes of work.



City of Tavares –

Scott Aldrich, Community Services Manager – (352) 742-6477

Address: 201 E Main Street, Tavares, FL 32778

Email: saldrich@tavares.org

We have worked with City of Tavares for 6 years.

Installation of custom light ring displays, streetlight decorations, heavily wrapped branch trees, RGB Christmas Tree and palm trees along Main Street. Creating a magical experience for both locals as visitors boarding THE POLAR EXPRESS™ Train Ride. Installation to be complete prior to November 15th, work performed within time frames.



West Palm Beach - DDA –

Catherine Ast, District Services Manager-WPB-DDA – (561) 833-8873

Address: 301 Clematis Street, Suite 200, West Palm Beach, FL 33401

Email: cast@downtownwpb.com

We have worked with the West Palm Beach – DDA for 22 years.

Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights. Installation to be completed prior to the first Saturday in December, work always performed within time frames.



Town of Palm Beach –

Paul Colby, Facility Division Manager – (561) 227-7019

Address: 951 Old Okeechobee, Suite D, P O BOX 2029, Palm Beach, FL 33401

Email: bmadison@townofpalmbeach.com

We have worked with the Town of Palm Beach for 39 years.

Installation of Christmas Trees, streetlight decorations and tree lighting. 1 – 16' Christmas Tree Saturday prior to Thanksgiving, 1 – 16' & 1 – 40' Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day. Work always performed within time frames.



Celebration Pointe -

Sean McIntosh, Senior Vice President – Asset Management – (352) 333-9333

Address: 2579 SW 87th Drive, Gainesville, FL 32608

Email: Sean@celebrationpointe.com

We have worked with Celebration Pointe for 5 years.

Installation of a 40' RGB Christmas Tree with a 4' RGB Tree Topper, custom Sign Enhancers, Tree lighting, perimeter and 3D displays. To be completed in October, work always performed within time frames.



City of Delray Beach -

Isaac Kovner, Principal Engineer & Project Manager – (561) 2438-7341

Address: 434 S Swinton Ave, Delray Beach, FL 33444

Email: kovner@mydelraybeach.com

We have worked with City of Delray Beach for 3 years.

Installation of a 100' Christmas Tree, work completed in October.

Additional references available upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Element Risk Management 1150 Berkshire Blvd. Wyomissing, PA 19610	CONTACT NAME: Karla Mengel	
	PHONE (A/C, No, Ext): (610) 376-3959	FAX (A/C, No):
	E-MAIL ADDRESS: kmengel@elementrisk.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic States Insurance Company	
	INSURER B : Donegal Mutual Insurance Company	
INSURED Rileighs Outdoor LLC PO Box 4365 Bethlehem, PA 18018	NAIC #	
	22586	
	13692	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CPA9302945	1/30/2024	1/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000121808	1/30/2024	1/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X		CXL9302945	1/30/2024	1/30/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karla Mengel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN142816341--WC-23-24	INSURER(S) AFFORDING COVERAGE	
INSURED Rileighs Outdoor LLC PO Box 4365 Bethlehem, PA 18018	INSURER A : PinnaclePoint Insurance Company	NAIC # 15137
	INSURER B : Argonaut Insurance Company	19801
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

CLE-007181512-01

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$				
							MED EXP (Any one person)	\$				
							PERSONAL & ADV INJURY	\$				
							GENERAL AGGREGATE	\$				
							PRODUCTS - COMP/OP AGG	\$				
								\$				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$				
							BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)	\$				
							PROPERTY DAMAGE (Per accident)	\$				
								\$				
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$				
							AGGREGATE	\$				
								\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WCP7001927	01/30/2024	05/01/2024	X	PER STATUTE		OTH-ER		
B				WC929068808434	01/30/2024	05/01/2024				E.L. EACH ACCIDENT	\$	1,000,000
										E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
										E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach
- by: Joe Campbell - Director of Sales
(Print individual's name and title)
- for: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
(Print name of entity submitting sworn statement)
- at: Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064
Corporate: PO Box 4365 Bethlehem, PA 18018
(Business address)
- and (if applicable), its Federal Employer Identification Number (FEIN): 83-3166513
(FEIN)

Type text here

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of APRIL, 2024, by JOE CAMPBELL, who is personally known to me or has produced _____ as identification.

(SEAL)



Notary Public - State of Florida

Gina Geiler
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF FLORIDA
COUNTY OF BROWARD

I state that I Joe Campbell - Director of Sales of Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Christmas Designers Florida, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida

Signed By: _____

Print Name: Joe Campbell

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of APRIL, 2024, by JOE CAMPBELL, who is personally known to me or has produced _____ as identification.

(SEAL)



Notary Public - State of Florida

Gina Geiler
(Print, Type, Stamp, or Commissioned Name of Notary Public)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rileighs Outdoor, LLC

2 Business name/disregarded entity name, if different from above

dba Holiday Outdoor Decor, dba Christmas Designers Florida

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 4365

6 City, state, and ZIP code

Bethlehem, PA 18018

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 3 - 3 1 6 6 5 1 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Sharon A. Rogers

Date ►

2/28/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M21000008232

Entity Name: RILEIGHS OUTDOOR, LLC

Current Principal Place of Business:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109

Current Mailing Address:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109 US

FEI Number: 83-3166513

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name CHESKEY, CARTER
Address 1053 N PLYMOUTH ST.
City-State-Zip: ALLENTOWN PA 18109

Title AUTHORIZED REPRESENTATIVE
Name BAJLOVIC, BORIS
Address 1053 N PLYMOUTH ST.
City-State-Zip: ALLENTOWN PA 18109

Title MGR
Name CASCiano, DAN
Address 1053 N PLYMOUTH ST.
City-State-Zip: ALLENTOWN PA 18109

Title AUTHORIZED REPRESENTATIVE
Name POGASH, THOMAS A
Address 1053 N PLYMOUTH ST.
City-State-Zip: ALLENTOWN PA 18109

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS A POGASH

CFO

10/09/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA
Business Name: CHRISTMAS DESIGNERS FLORIDA

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS, DEC)

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Business Opened: 08/30/1985
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CHRISTMAS DESIGNERS FLORIDA
3124 NW 16TH TER
POMPANO BEACH, FL
33064-1409

Receipt # WWW-22-00268770
Paid 08/29/2023 45.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA
Business Name: CHRISTMAS DESIGNERS FLORIDA

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS, DEC)

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Business Opened: 08/30/1985
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt # WWW-22-00268770
Paid 08/29/2023 45.00







CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

December Holiday Decorations

This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Christmas Designers Florida (hereinafter "Contractor"). The City and Contractor together shall be referred to as the “parties.”

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit “B” and the City Commission authorized the selection of Contractor at its **11/04/2024** public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$76, 621.00.
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
 - a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (3) three years with (2) one year extensions from the Effective Date.
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker’s Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor’s funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Florida public records law (Exhibit “A”)
- b. Request for Bid (Exhibit “B”)
- c. Vendor Proposal (Exhibit C)

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

As to Contractor:

Christmas Designers Florida
3124 NW 16th Terrace
Pompano Beach, FL 33064

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

jcampbell@christmasdesigners-fl.com

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

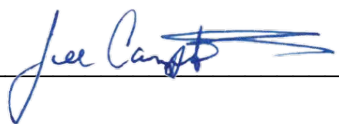
26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

City of St. Pete Beach:

Signature: 

By: Joe Campbell

Its: Director of Sales

Date: 4/30/2024

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

Type text here

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Request for Bid behind this page)



City of St Pete Beach
Request for Bid

December
Holiday
Decorations

**Bids due on or before
4/10/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	12
II.	CONTRACTOR'S BID SUBMITTAL.....	13
III.	FEE SCHEDULE	14
IV.	GENERAL CONTRACT TERMS.....	5
V.	REFERENCES & MINIMUM QUALIFICATIONS.....	24
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT.....	25
VII.	NON-COLLUSION AFFADAVIT	27
VIII.	SPECIFICATIONS	28
IX.	SAMPLE AGREEMENT.....	29

December Holiday Decorations Dates and Times

ITEM	DATE	TIME
Solicitation Issued	3/13/2024	N/A
Pre-Bid Meeting (Not Mandatory)	3/20/2024	10:00 AM
Deadline for Receipt of Questions	4/03/2024	10:00 AM
Submission Deadline	4/10/2024	9:00 AM
Sealed Bid Opening	4/10/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Holiday Decorations"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach ["Click or tap here to enter text."](#)

COMPANY:	_____	DATE:	_____
ADDRESS:	_____	PHONE:	_____
BIDDER:	_____	NAME:	_____
	(SIGNATURE)		(PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

SUBMIT BID TO:

**OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706**

III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75 th Lighted	53		
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75 th	45		
Tree Wrap on Gulf Blvd South from 75 th (Medjool Palms 75' x 9" Red Garland Trim	24		
Horan Park Tree 22' Panel Tree including 4' Star Topper	1		
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25		
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1		
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1 st to 22 nd Ave.	167		
Pole trim on 8 th , 9 th and 10 th Ave in Pass-A-Grille	22		
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68		

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Holiday Decoration Companies. Each Company should be able to deliver, Install and Uninstall decorations chosen.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for December Holiday Decorations

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on 3/20/2024 at 10:00 AM EST via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 10:00 **EST on 4/3/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **4/10/2024 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.

Clearly marked as: “**December Holiday Decorations**”

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail -jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to install Christmas decorations within the city of St. Pete Beach, Florida. All Decorations must be installed no later than the week of Thanksgiving and should be uninstalled the first week in January of each year. |

DETAILED SPECIFICATIONS

- All Decorations should be secular in nature.
- All decorations will be installed per instructions on location for each.
- All Pole Mounts should be lighted.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City’s Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City’s Project Manager and City’s Inspector. |

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City’s requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Parks and Recreation Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder’s Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start and finish installation the week of Thanksgiving and uninstall the first week in January.

COMPLETION OF WORK

The work will be completed and ready for final inspection per the scope the week of Thanksgiving. This Agreement will stay in effect for three (3) years with two (2) 1-year renewals. |

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract. |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. The contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation

into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied.
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e) Damage to another Contractor

- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.

- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site,

including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the

requirements set forth in the Florida State Department of Transportation “Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.”

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days’ time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of

observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after

the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other

terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

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

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

|

|

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

|

|

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm) |

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned)

Name of Notary Public)

|

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

3. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

4. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all

local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

29. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

30. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
31. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
32. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
33. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
 - b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions

supplied or adopted.

- c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

34. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

35. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.

36. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

37. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

38. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

39. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

40. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

41. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

42. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in

connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

43. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not

transact business with any public entity."

44. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

45. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- d. Florida public records law (Exhibit "A")
- e. Request for Bid (Exhibit "B")
- f. Vendor Proposal (Exhibit C)

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

As to Contractor:

With Copy To:

Insert Vendor email address

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

48. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

49. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

50. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

51. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

52. Counterparts. This Agreement may be executed and delivered

in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Alex Rey

Its: .Project Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the

contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

Exhibit “C”

(Place Vendor’s Bid Behind this Page)



City of St. Pete Beach

RFB Response

December Holiday Decorations

Christmas Designers Florida Joe Campbell – Director of Sales

jcampbell@christmasdesigners-fl.com 954-633-2159

3124 NW 16th Terrace, Pompano Beach, FL 33064

Table of Contents

Table of Contents	1
Qualifications Level	1
Contractor's Bid Submittal	2
Fee Schedule	3
Holiday Program layout.....	4
Pole Décor Options for Lease	13
References.....	17
City Required Forms	20
Contractor license and Insurance Certificate	20
Public Entity Criminal Affidavit.....	22
Non-Collusion Affidavit	24
Additional Paperwork	25
W-9	25
SunBiz.....	26
Business Tax Receipt.....	27

Addendum received in connection with this Request for Proposal:

Addendum #1, Dated 3/20/2024 JC

Authorized Initials

Addendum #2, Dated 4/5/2024 JC

Authorized Initials

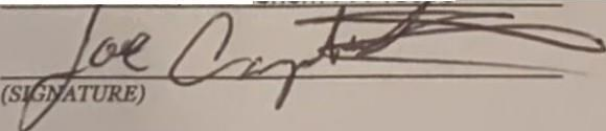
II. CONTRACTOR'S BID SUBMITIAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal. The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed. The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Holiday Decorations" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida. The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach " lick c:rc lo emcr text ".

K::OMPANY: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
ADDRESS: PO Bo 4 hi PA 18 8

BIDDER:

DATE: 04.05.2024
PHONE: 954-973-4225
NAME: Joe Campbell - Director of Sales
(PRINT NAME& Tf11.E)


(SIGNATURE)

STATE OF FLORIDA COUNIY OF A-t.0
The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me
by means of Y\fbh mcal presence or D online notarization, this....5_ day of
:8\\, . 2021!1, by Cff\NpfELL . who is personally


Notary Public - State of Florida
G\U Get\e;r

known to me or has produced----- ;--,,..._____,__identification.
(SEAL)

e&.ow

:croe

(Print, Type, Stamp, or Commissioned Name of Notary Public)
SUBMIT BID TO:
OFFICE OF THE crtv CLE CHY OF sr. PETE BEACH
155 COREY AVENUI , ST. PETE BEACH, FLORIDA 33706


GINAMARIE GEIL.ER
MYCOMMISSION# HH278551
EXPIRES: Odobef 5,2026

v020222

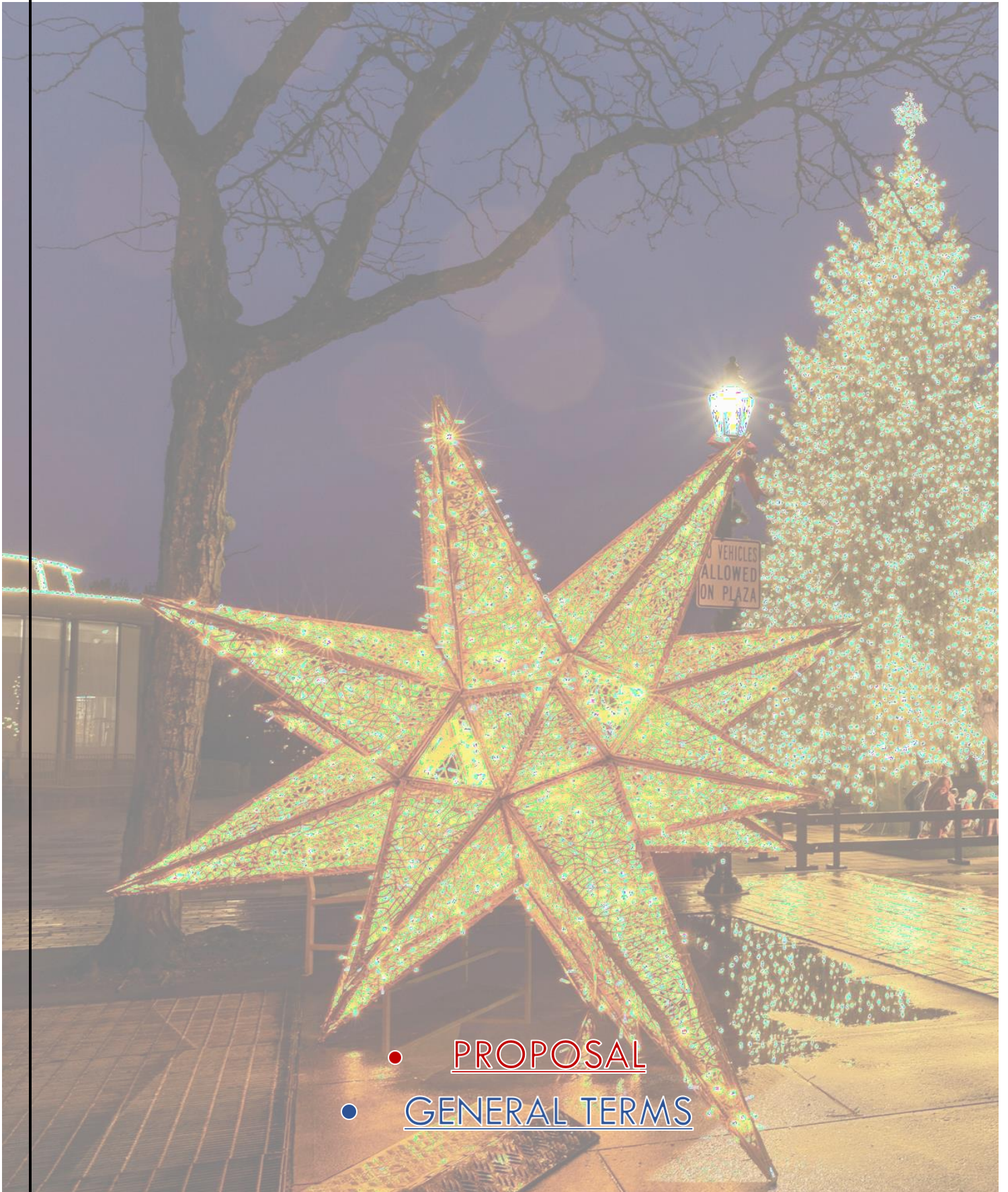
III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75 th Lighted	53	\$230.00	\$12,190.00
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75 th	45	\$130.00	\$5,850.00
Tree Wrap on Gulf Blvd South from 75 th (Medjool Palms 75' x 9" Red Garland Trim	24	\$204.00	\$4,896.00
Horan Park Tree 22' Panel Tree including 4' Star Topper	1	\$5,829.00	\$5,829.00
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25	\$165.00	\$4,125.00
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1	\$3,510.00	\$3,510.00
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1 st to 22 nd Ave.	167	\$130.00	\$21,710.00
Pole trim on 8 th , 9 th and 10 th Ave in Pass-A-Grille	22	\$130.00	\$2,860.00
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68	\$230.00	\$15,640.00
3 Piece Bear Family Photo Op at Horan Park	3	VALUE ADDED	\$0.00
3 Piece Deer Family Photo Op at Pass A Grill Park	3	VALUE ADDED	\$0.00

4
v020222

HOLIDAY PROGRAM
2024

CITY OF
ST. PETE BEACH



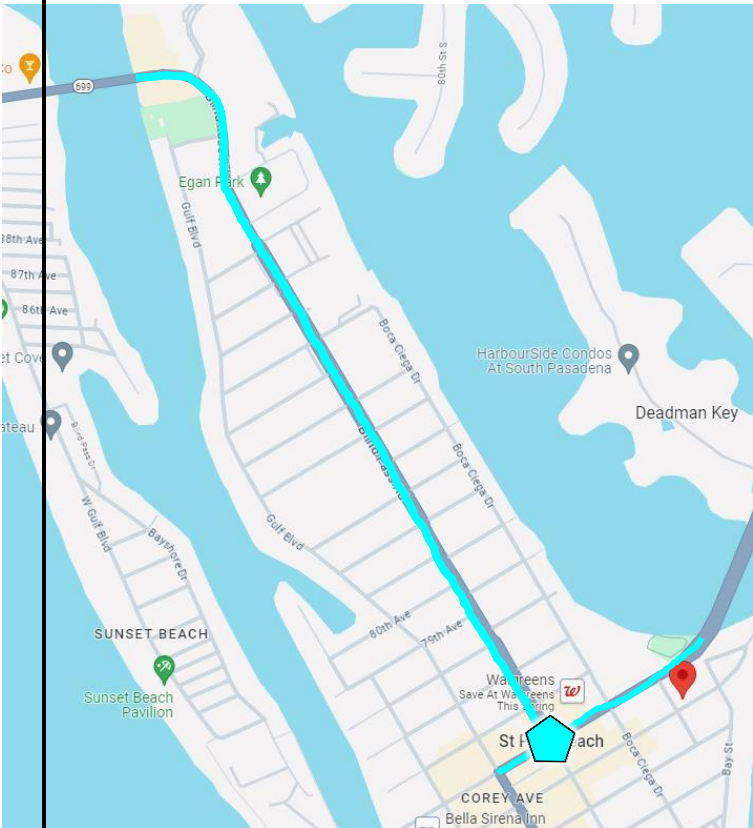
- PROPOSAL
- GENERAL TERMS



PROPOSAL
CITY OF ST. PETE BEACH
Holiday Program 2024

AREA 1 – BLIND PASS RD

LEGEND
Explanation of symbols
on General Terms page



For each of the fifty-three (53) Poles on Blind Pass Rd, from 75th St north to bridge and 75th Ave from Bridge to Gulf Blvd, we will install one (1) Various Pole Decoration.

13 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED

LSE-PM-SLB-WCB54

13 54" Wreath w/Tube Candles, with Branch Garland 14-4-2 LED

LSE-PM-SLB-WTCG54

13

LSE-PM-SLB-PAWS90

14

LSE-PM-SLB-SPA66

Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents

Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents

END AREA 1

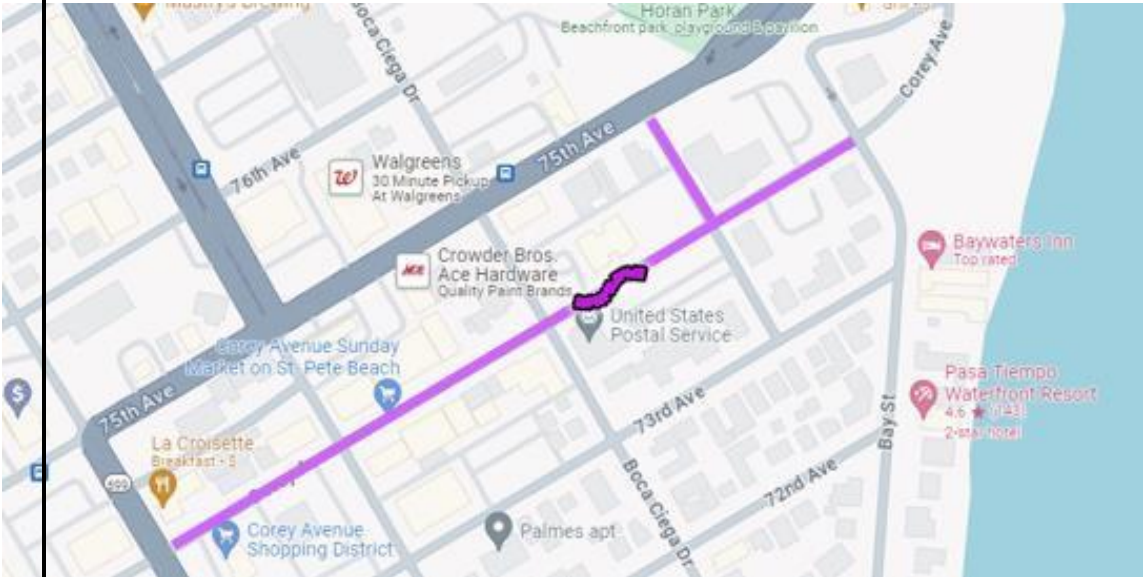
The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 2 of 9



AREA 2 – DOWNTOWN



For each of the forty (40) Poles along Corey Ave from Gulf Blvd to Bay St, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.
For each of the five (5) Poles along Mangrove St from Corey Ave to 75th Ave, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows.
45' Pole Trim Green 25', 9" PVC/MET Regular Cut
LSE-VM-25-PT-9RGR
90' 24" Red Glitter Bow, 4 Loop with Bracket
LSE-B-G24-RD-B

END AREA 2

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.
CITY OF ST. PETE BEACH
Page 3 of 9

AREA 3 – GULF BLVD MEDIANS



For each of the twenty-four (24) Medjool Date Palms in the Medians on Gulf Blvd from Corey Ave to Pinellas Bay Way, we will wrap one (1) 75' Red PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top facing the traffic in both direction.

72 Pole Trim Red 25', 9" Garland, Regular Cut

LSE-VM-25-PT-9RRD

48 24" Red Glitter Bow, 4 Loop with Bracket

LSE-B-G24-RD-B

END AREA 3

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 4 of 9

AREA 4 – COLONEL MICHEAL J. HORAN PARK

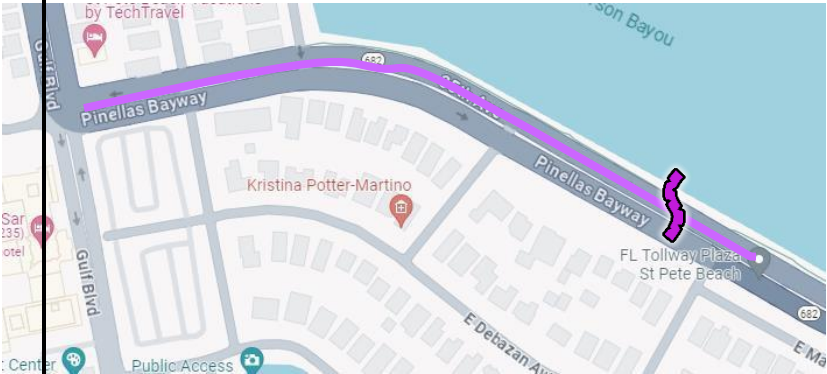


In Colonel Micheal J. Horan Park, we will install (1) 18ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments with a 4ft Star Topper, for an overall height of 22ft. Next to the Tree we will install one (1) Bear Family Photo Op's.

- 1 Panel Tree 18' C7 LED Multi – Multi Ornamentation
LSE: T-18P-MC
- 1 4' 3D Nativity Star Tree Topper C7 LED Cool White
LSE: TT-4-3DNS-CW
- 1 Bear Family Bundle Photo Op – 3 Pieces
LSE: DS-3-POBB

END AREA 4

AREA 5 – PINELLAS BAYWAY



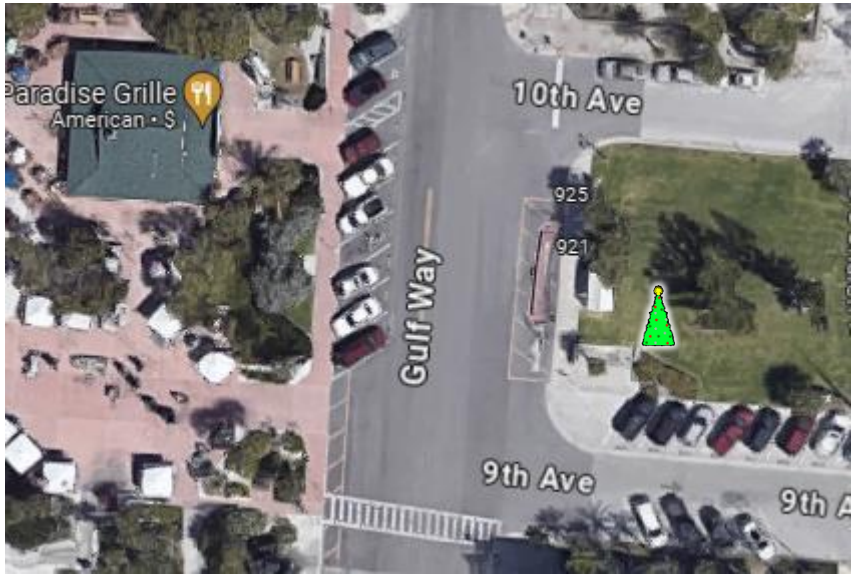
For each of the twenty-five (25) White Utility Poles on Pinellas Bayway from Toll Booth to Gulf Blvd, we will wrap one (1) 75' Red PVC Pole Trim starting under the lamp mount at the top and wrap all the way down.

- 75' Pole Trim Red 25', 9" Garland, Regular Cut
LSE: VM-25-PT-9RRD

END AREA 5

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.
CITY OF ST. PETE BEACH
Page 5 of 9

AREA 6 – PASS A GRILLE PARK



At Pass A Grille Park, across the street from Paradise Grille, we will install (1) 14ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments and ten (10) 18" Red Bows with a 3ft Star Topper, an overall height of 17ft. Next to the Tree we will install one (1) Deer Family Photo Op's.

1 Panel Tree 14' C7 LED Multi – Multi Ornamentation

LSE-T-14P-MC

1 3D Nativity Star Tree Topper C7 LED Cool White

LSE-TT-3-3DNS-CW

10 18" Red Outdura 4 Loop Bow with Gold Trim

LSE-B-O18-RGT

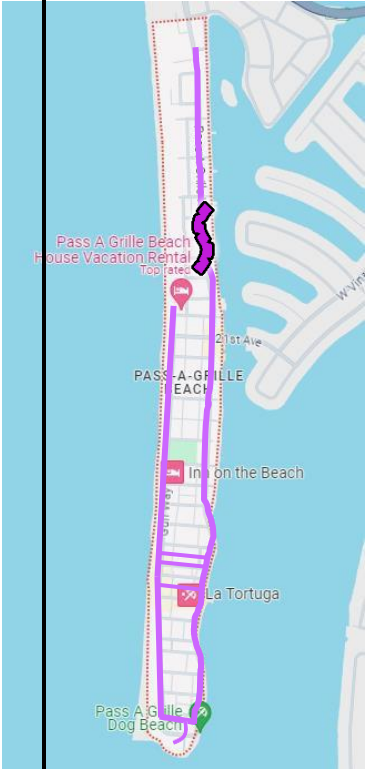
1 Deer Family Bundle Photo Op – 3 Pieces

LSE-DS-3-PODB

END AREA 6

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.
CITY OF ST. PETE BEACH
Page 6 of 9

AREA 7 – GULF WAY AND PASS A GRILLE WAY AREA



For each of the one-hundred eighty-nine (189) Poles in install areas noted below, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.

Install Areas:

Gulf way starting at 22nd Ave heading South to 1st Ave to Pass A Grille Way, starting at 1st Ave heading north on Passa Grille way (only light poles on East side of the road from 1st Ave to 12th, on the water side) to approximately 32nd Ave.

8th, 9th and 10th Streets between Gulf Way and Pass A Grille Way.

(167) Gulf Way and Pass A Grille Way

(11) on 8th

(5) on 9th

(6) on 10th

189	Pole Trim Green 25', 9" PVC/MET Regular Cut LSE-VM-25-PT-9RGR
378	24" Red Glitter Bow, 4 Loop with Bracket LSE-B-G24-RD-B

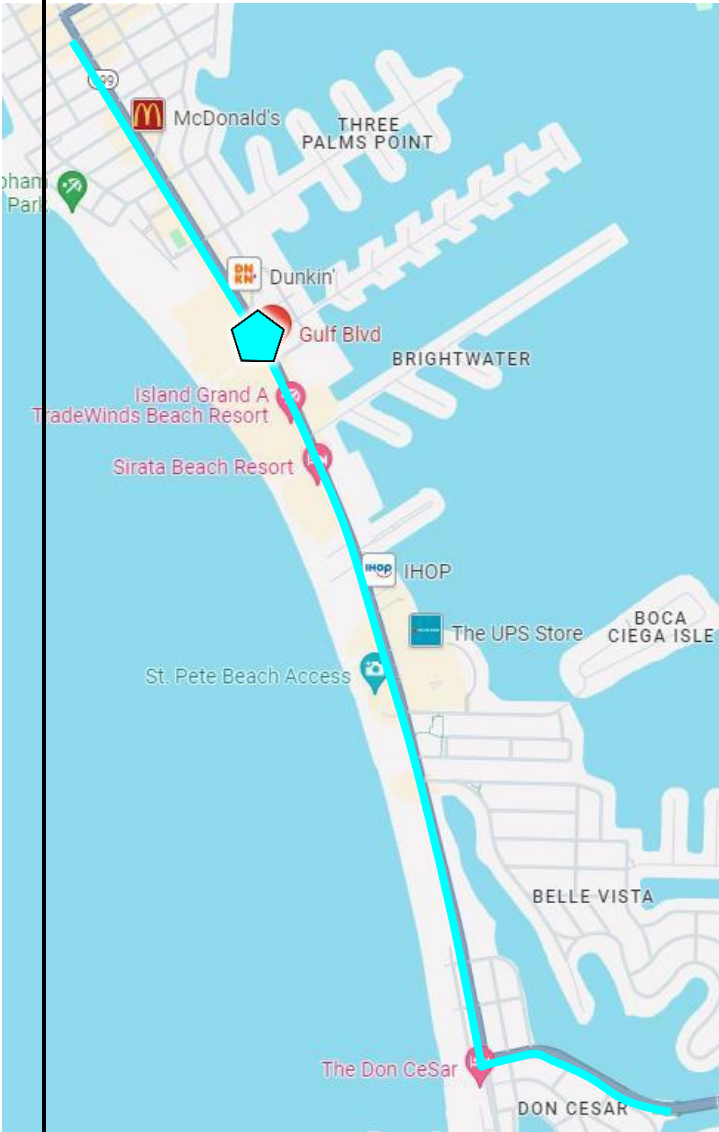
END AREA 7

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH

Page 7 of 9

AREA 8 – GULF BLVD LARGE LIGHT POLES



For each of the sixty-eight (68) Large Light Poles on Gulf Blvd from Corey Ave to Pinellas Bay Way to the bridge, we will install one (1) Various Pole Decoration.

18 34" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE:PM-SLB-WCB54

16 4.5' Candle Wreath (14-4-2) C9 LED
LSE:PM-SLB-CW54

17 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE:PM-SLB-PAWS90

17 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE:PM-SLB-SPA66

END AREA 8

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

CITY OF ST. PETE BEACH
Page 8 of 9

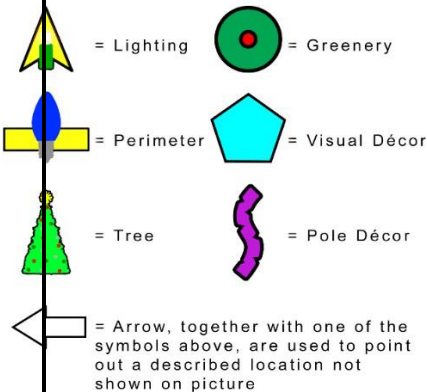
GENERAL TERMS
CITY OF ST. PETE BEACH
Holiday Program 2024

- ▶ No power cords will be run on the ground where there is pedestrian access, if the need arises, the customer is responsible for covering the cords. Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, **Please note; Customer is responsible for turning power on during installation and service.**
- ▶ Holiday Outdoor Décor is not responsible for outages due to ground fault interrupters (GFCI) or insufficient electrical requirements.
- ▶ All tree and hedge trimming to be completed before the installation window. *If not completed at time of installation, additional charge may incur.*
- ▶ If your proposal includes an exterior artificial Tree, Holiday Outdoor Decor always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.

- ☐ Lighting installation may begin the 1st week of September with other jobs in the area.
- ☐ All décor will be serviced throughout the season from “turn on” through December 31s upon notification from Customer of non-functioning décor. [Install Service Request](#)
- ☐ Lighting will be disconnected in the beginning of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- ☐ Removal of holiday lighting will begin the 1st week of January and be completed by the last date of the Takedown window.
- ☐ All visual decorations will be removed no later than last date of the Takedown window.

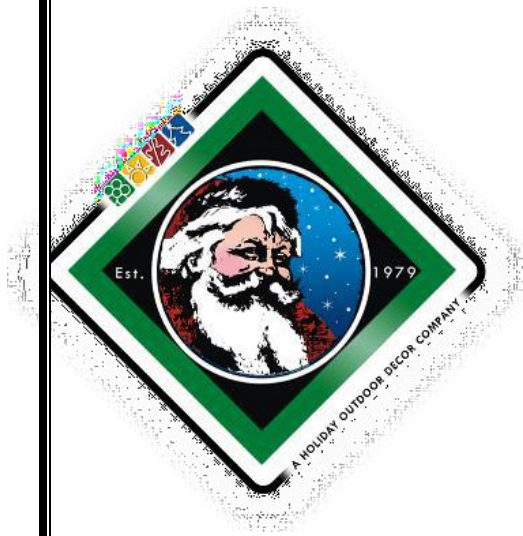
LEGEND

Explanation of symbols



The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.





City of St. Pete Beach
December Holiday Decorations

POLE DÉCOR OPTIONS FOR LEASE

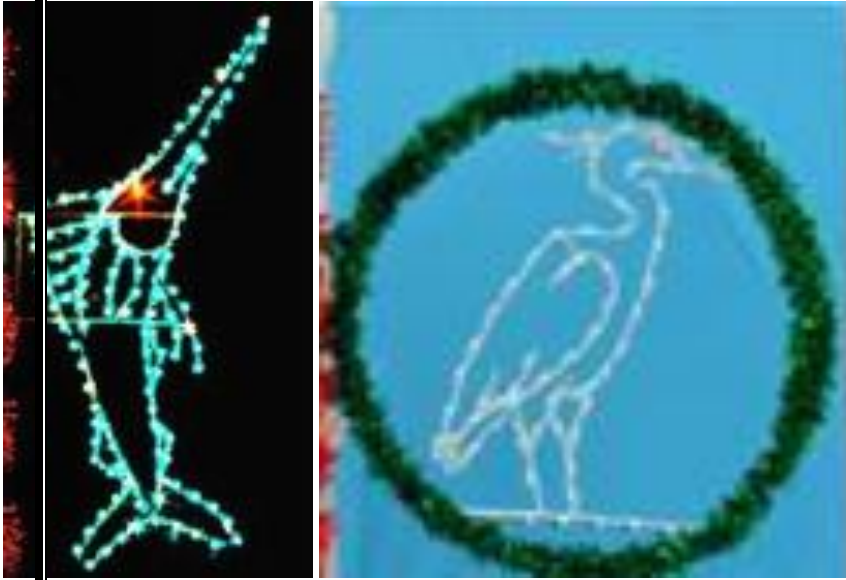
LEASE POLE DÉCOR OPTIONS



Pictured Left: Palm Tree with Present - \$230/ea.

Pictured Center: Sailboat Wreath - \$230/ea.

Pictured Right: Holiday Dolphin - \$230/ea.



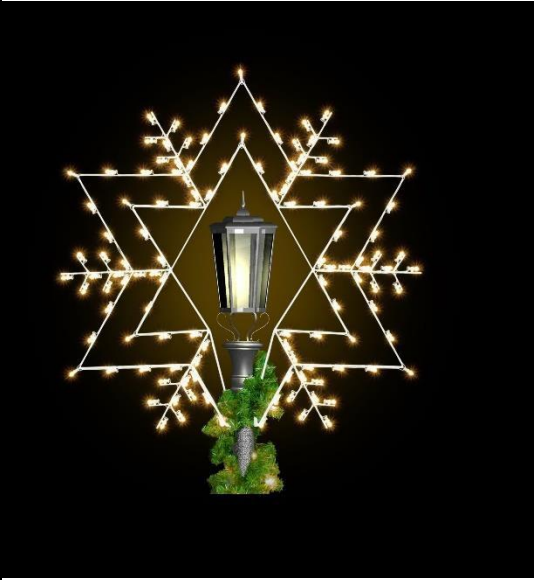
Pictured Left: Marlin - \$230/ea.
Pictured Right: Egret Wreath - \$230/ea.

Page 2 of 4

LEASE POLE DÉCOR OPTIONS



Pictured Left: Old World Scroll with Bow Post Topper - \$275/ea.
Pictured Right: Globe Mounted Wreath w/Bow - \$325/ea.



Pictured Left: Star Snowflake - \$438/ea.

Pictured Right: Nordika Tree Pole Mount - \$ 778/ea.

Page 3 of 4

LEASE POLE DÉCOR OPTIONS



Pictured Left: Wood Pole Mount- \$375/ea.

Pictured Right: Penelope Long Bow Pole Mount - \$ 468/ea.



Pictured Left: Blizzard Pole Mount - \$ 895/ea.

Pictured Right: Iliade Bow Pole Topper – \$328.00/ea.

More pole décor designs available upon request.

Page 4 of 4



City of St. Pete Beach

References

+40 years of experience of the holiday lighting and decorating business in Florida. We have provided many customers with our services. At the moment, we have 195 customers with multi-year contracts. For season we hire approximately 130 seasonal employees, many of them with several years' experience from earlier seasons with us, to successfully and within time frames accomplish all scopes of work.



City of Tavares –

Scott Aldrich, Community Services Manager – (352) 742-6477 Address: 201 E Main Street, Tavares, FL 32778

Email: saldrich@tavares.org

We have worked with City of Tavares for 6 years.

Installation of custom light ring displays, streetlight decorations, heavily wrapped branch trees, RGB Christmas Tree and palm trees along Main Street. Creating a magical experience for both locals as visitors boarding THE POLAR EXPRESS™ Train Ride. Installation to be complete prior to November 15th, work performed within time frames.



West Palm Beach - DDA –

Catherine Ast, District Services Manager-WPB-DDA – (561) 833-8873 Address: 301 Clematis Street, Suite 200, West Palm Beach, FL 33401 Email: cast@downtownwpb.com

We have worked with the West Palm Beach – DDA for 22 years.

Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights. Installation to be completed prior to the first Saturday in December, work always performed within time frames.



Town of Palm Beach –

Paul Colby, Facility Division Manager – (561) 227-7019

Address: 951 Old Okeechobee, Suite D, P O BOX 2029, Palm Beach, FL 33401 Email: bmadison@townofpalmbeach.com

We have worked with the Town of Palm Beach for 39 years.

Installation of Christmas Trees, streetlight decorations and tree lighting. 1 – 16’ Christmas Tree Saturday prior to Thanksgiving, 1 – 16’ & 1 – 40’ Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day. Work always performed within time frames.



Celebration Pointe -

Sean McIntosh, Senior Vice President – Asset Management – (352) 333-9333 Address: 2579 SW 87th Drive, Gainesville, FL 32608

Email: Sean@celebrationpointe.com

We have worked with Celebration Pointe for 5 years.

Installation of a 40’ RGB Christmas Tree with a 4’ RGB Tree Topper, custom Sign Enhancers, Tree lighting, perimeter and 3D displays. To be completed in October, work always performed within time frames.



City of Delray Beach -
 Isaac Kovner, Principal Engineer & Project Manager – (561) 2438-7341 Address: 434 S Swinton Ave, Delray Beach, FL 33444
 Email: kovner@mydelraybeach.com
 We have worked with City of Delray Beach for 3 years. Installation of a 100' Christmas Tree, work completed in October.

Additional references available upon request.

RILEOUT-01 JCOOK
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Element Risk Management 1150 Berkshire Blvd. Wyomissing, PA 19610	CONTACT Karla Mengel NAME:	
	PHONE (610) 376-3959	FAX
	(A/C, No, Ext):	(A/C, No):
	E-MAIL kmengel@elementrisk.com	
	ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic States Insurance Company	NAIC # 22586
	INSURER B : Donegal Mutual Insurance Company	NAIC # 13692

Rileighs Outdoor LLC PO Box 4365
Bethlehem, PA 18018

INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE		ADD	SUB	POLICY NUMBER	POLICY	POLICY	LIMITS	
A	X	COMMERCIAL GENERAL						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCU	X	X	CPA9302945	1/30/2024	1/30/2025	DAMAGE TO RENTED	\$ 100,000
								MED EXP (Any one	\$ 5,000
								PERSONAL & ADV	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- LOC						PRODUCTS - COMP/OP	\$ 2,000,000
		JECT OTHER:							\$
B		AUTOMOBILE LIABILITY			1000121808	1/30/2024	1/30/2025	COMBINED SINGLE	\$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per	\$
		OWNED SCHEDULED						BODILY INJURY (Per	\$
		AUTOS ONLY AUTOS						PROPERTY DAMAGE	\$
		HIRED AUTOS NON-OWNED							\$
B	X	UMBRELLA X OCCUR			CXL9302945	1/30/2024	1/30/2025	EACH OCCURRENCE	\$ 4,000,000
		LIAB CLAIMS-	X					AGGREGATE	\$ 4,000,000
		EXCESS LIAB MADE							\$
		DED RETENTION \$							
		WORKERS						PER	OTH-
		COMPENSATION AND V / N						E.L. EACH ACCIDENT	\$
		ANY N /						E.L. DISEASE - EA	\$
		PROPRIETOR/PARTNER/EXECUTIVE A						E.L. DISEASE - POLICY	\$
		If yes, describe under							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION



☐

☐ ☐

☐

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karla Mengel</i>

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 02/01/2024
------------------------------------	---------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 CN142816341--WC-23-24	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : PinnaclePoint Insurance Company INSURER B : Argonaut Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 15137 19801
--	--	---

COVERAGES



CERTIFICATE NUMBER:

CLE-007181512-01

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS R LTR	TYPE OF INSURANCE	ADD L INS D	SUB R WV D	POLICY NUMBER	POLICY EFF (MM/DD/YY YY)	POLICY EXP (MM/DD/YY YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$

		POLICY PRO- LOC JECT OTHER:						PRODUCTS - COMP/OP AGG	\$
									\$
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB						EACH OCCURRENCE	\$
		EXCESS LIAB						AGGREGATE	\$
		DED							\$
		RETENTION \$							\$
A B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N / N ANY PROPRIETOR/PARTNER/EXECUT IVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP7001927 WC929068808434	01/30/2024 01/30/2024	05/01/2024 05/01/2024	X PER STATUTE	OTH- ER
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>

ACORD 25 (2016/03)

© 1988-2016 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

VI. PUBLIC ENTIIY CRIMINAL AFFIDAVIT
SWORN STATEMENT - PUBLIC ENTITY CRIMES
PURSUANT TO § 282.13 C3)Ca), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO INTHE PRESENCE OFA NOTARYPUBLIC OR OTHER OFFICIAL AIITHORIZED TO ADMINISTER OATHS.
1. This sworn statement is submitted to: City of St. Pete Beach

by:

Joe Campbell - Director of Sales

(Print individual's name and title)

for: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
_ (Print name of entitysubmitting sworn statement)
at: Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064 Corporate: PO Box 4365 Bethlehem, PA 18018
(Business address)
and (if applicable), its Federal Employer Identification Number (FEIN):
83-3166513

(FEIN)

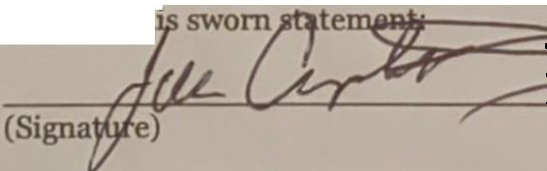
or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing th-

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July11 19891 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in§ 287.133 (t)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and **agents** who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person 1t•.ho

Type text here

is sworn statement:

(Signature)

24
V020922

Page 231 of 281

STATE OF FLORIDA

VII. ON-COLLUSION AFFADAVIT

OOlTh""IY OP BROWARD

Rdeighs Ou door, LLC dba Holiday Outdoor Decor

I state that I Joe Campbell - Director of Sales of dba Christmas Designers Florida
(Name and Title) (Name of Ymn)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that

I. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or **potential Proposal**, and they will not be disclosed before Proposal opening.
3. To attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Christmas Designers Florida, its affiliates, subsidiaries, officers, director, and employees (Name of Ymn) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

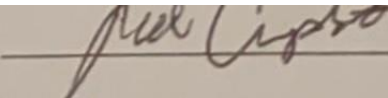
Name of Organization: Llll 7 // 5 = .MWl !:llol:Jil!Sili!...!= !:L!...!3,Wllill..

Signed By:

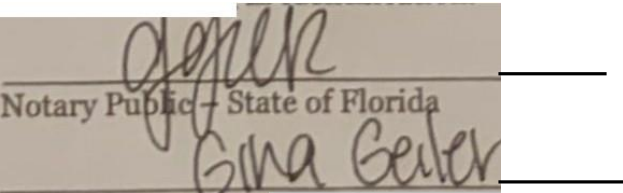
Print Name: Joe Campbell

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of :1!! physical presence or D online notarization. this ;i_ day of Feb 20, 20 by Joe Campbell, who is personally known to me or has produced-----+ identification.

(SEAL)



(Print, Type, S p, or Commissioned Name of Notary Public)





26
V020922

,backup For this Is generally your number (SSN). However, for a
withholding. Individuals, social security
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do
not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose
number to enter.

DJJ -ITJ -IIII

or
Employer identification number

83 - 3 6 6 5 1 3

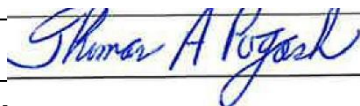
Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
► Go to www.irs.gov/FormW9 for instructions and the latest information.				
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rleighs Outdoor, LLC				
2 Business name/disregarded entity name, if different from above dba Holiday Outdoor Decor, dba Christmas Designers Florida				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 4365			Requester's name and address (optional)	
6 City, state, and ZIP code Bethlehem, PA 18018				
7 List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid			Social security number	

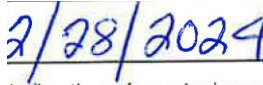
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

Sign Here Signature of U.S. person ► 


including those from stocks or IRAs

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Date ►

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M21000008232

Entity Name: RILEIGHS OUTDOOR, LLC

Current Principal Place of Business:

1053 N PLYMOUTH ST. ALLENTOWN, PA 18109

FILED Oct 09, 2023

Secretary of State 4141941826CC

Current Mailing Address:

1053 N PLYMOUTH ST. ALLENTOWN, PA 18109 US

FEI Number: 83-3166513

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

REGISTERED AGENT SOLUTIONS, INC. 2894 REMINGTON GREEN LANE

SUITE A

TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR

Name CHESKEY, CARTER

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title AUTHORIZED REPRESENTATIVE

Name BAJLOVIC, BORIS

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title MGR

Name CASCIANO, DAN

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title AUTHORIZED REPRESENTATIVE

Name POGASH, THOMAS A

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS A POGASH

CFO

10/09/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA

Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC

Business Location: 3124 NW 16TH TER

POMPANO BEACH

Business Phone: 954-973-4225

Receipt #: 379-14680

Business Type: ALL OTHERS (SALES OF CHRISTMAS

Business Opened: 08/30/1985 **State/County/Cert/Reg:**

Exemption Code:

DESIGNS, DEC)

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee Packing/Processing/Canning Employees

45.00

0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Mailing Address:

CHRISTMAS DESIGNERS FLORIDA

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt # WWW-22-00268770

3124 NW 16TH TER POMPANO BEACH, FL 33064-1409

Paid 08/29/2023 45.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA

Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHIRSTMAS
DESIGNS,DEC)
Business Opened: 08/30/1985 **State/County/Cert/Reg:**
Exemption Code:

Rooms Seats Employees Machines Professionals

Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt #WWW-22-00268770

Paid 08/29/2023 45.00

Exhibit “C”

(Place Vendor’s Bid Behind this Page)

**St. Pete Beach City Commission
Agenda Report**

Action Request: Public Hearing to Adopt Ordinance 2024-10

Strategic Objective: To amend the City's Code of Ordinances Chapter 34, Article II Emergency Management.

Date: November 4, 2024

Prepared By: Andrew Dickman, City Attorney

Through: Frances Robustelli, City Manager

Summary of Issue: The City's Code of Ordinances, Chapter 34, Article II – Emergency Management, was adopted so that the City of St. Pete Beach has the ability to declare a local state of emergency and to effectively utilize available City resources to prepare for, respond to and to recover from a natural or manmade disaster, emergency, or the imminent threat which is likely to affect the security, safety, or health of the City and its citizens. This Code section was enacted pursuant to the authority granted in Section 252.38, Florida Statutes.

The amendments have been made to clarify some of the existing language and to ensure compliance with Section 252.38, Florida Statutes.

Funding: N/A

Attachments: Ordinance 2024-10

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of St. Pete Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 34 – CIVIL EMERGENCIES, ARTICLE II – EMERGENCY MANAGEMENT, SECTION 34-31 – DEFINITIONS; SECTION 34-33 – LEGISLATIVE AUTHORITY; SECTION 34-37 – EMERGENCY MANAGEMENT COORDINATING COMMITTEE; SECTION 34-38 – DECLARATION OF STATE OF EMERGENCY; SECTION 34-40 – SUSPENSION OF LOCAL BUILDING REGULATIONS; SECTION 34-41 – TERMINATION OF STATE OF EMERGENCY; SECTION 34-42 – COMMISSION AUTHORITY LIMITATIONS; SECTION 34-44 – CONFLICTS; SECTION 34-45 – AUTHORITY IN EVACUATION ZONES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets, budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of public purpose, such as serving the public health, safety, morals and welfare):

The City's Code of Ordinances, Chapter 34, Article II – Emergency Management, was adopted so that the City of St. Pete Beach has the ability to declare a local state of emergency and to effectively utilize available City resources to prepare for, respond to, and to recover from a natural or manmade disaster, emergency, or the imminent threat which is likely to affect the security, safety, or health of the City and its citizens. The proposed ordinance modifies this section to better align with the authority granted in Section 252.38, Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No such costs associated with the adoption of the proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are likely to be impacted.

4. Additional information the governing body deems useful (if any):

Ordinance 2024-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 34 – CIVIL EMERGENCIES, ARTICLE II – EMERGENCY MANAGEMENT, SECTION 34-31 – DEFINITIONS; SECTION 34-33 – LEGISLATIVE AUTHORITY; SECTION 34-37 – EMERGENCY MANAGEMENT COORDINATING COMMITTEE; SECTION 34-38 – DECLARATION OF STATE OF EMERGENCY; SECTION 34-40 – SUSPENSION OF LOCAL BUILDING REGULATIONS; SECTION 34-41 – TERMINATION OF STATE OF EMERGENCY; SECTION 34-42 – COMMISSION AUTHORITY LIMITATIONS; SECTION 34-44 – CONFLICTS; SECTION 34-45 – AUTHORITY IN EVACUATION ZONES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach is vulnerable to a range of emergencies, including natural disasters that may impact and threaten the life, health, and safety of its citizens.

WHEREAS, the City Commission desires to have a plan in place to maintain continuity of essential City departments and City business in the event of an emergency.

WHEREAS, the City Commission finds the amendments to Chapter 34, Article II of the City’s Code of Ordinances, as more particularly set forth herein, are in the public interest and necessary to protect the health, safety, and welfare of the citizens of the City of St. Pete Beach, Florida.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. Code of Ordinances, Chapter 34, Article II shall be amended as follows:

Sec. 34-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of St. Pete Beach.

City commission means the City Commission of the City of St. Pete Beach.

City manager means the person appointed by the city commission as the chief administrative official for the city or the designated representative thereof.

Emergency means a condition which threatens or adversely affects the public health, safety or security and which threatens to be beyond the control of those public and private agencies normally responsible for the management of such a condition, resulting from an act or threatened act of war, riot, terrorism, mob or other act of violence; from a weather event such as lightning, flood, hurricane, cyclone, tornado or waterspout; from a disruption in the city's utility system; hazardous waste spill; or from any other cause.

Emergency interim successor means a person designated pursuant to this article for possible temporary succession to the powers and duties but not the office of an officer if such officer or a duly authorized deputy is unavailable to exercise the powers and discharge the duties of the office.

Normal average retail price means the price at retail for merchandise; goods or services at which similar merchandise, goods or services were being sold during the 90 days immediately preceding a declaration of public emergency.

Sec. 34-33. Legislative authority.

This article is enacted pursuant to the authority granted by F.S. § 252.38-, as amended. If this article and the state statute conflict, the state statute shall be the prevailing authority.

Sec. 34-37. Emergency management coordinating committee.

- (a) There shall be an emergency management coordinating committee composed of the department directors which shall be chaired by the coordinator of emergency services.
- (b) The emergency management coordinating committee shall have the responsibility and duty to:
 - (1) Function as the emergency management agency during a declared local state of emergency.
 - (2) Assist in the creation, revision and exercise of emergency plans.
 - (3) Advise the director of emergency management of requirements for resources necessary to the creation, maintenance, and exercise of a capable, efficient emergency response capability.

Sec. 34-38. Declaration of local state of emergency.

- (a) In the following order, the mayor, vice-mayor, commissioner, or city manager shall have the authority to declare a local state of emergency ~~by in the form of a proclamation, or a substantially similar official document.~~ Upon the absence or unavailability of the mayor, the vice-mayor may issue such a declaration, and upon the absence or unavailability of the

mayor and the vice-mayor, a city commissioner or the city manager or, upon the absence or unavailability of the city manager, an acting city manager may issue such a declaration.

- (b) Any declaration of a local state of emergency and all emergency regulations and orders activated under this article shall be confirmed by the city commission by proclamation resolution ~~within five working days of such declaration or~~ at the next regularly scheduled meeting of the city commission, ~~whichever occurs first,~~ unless the nature of the emergency renders a meeting of the city commission extremely impractical. Confirmation of the emergency declaration shall disclose the reasons for, anticipated impacts of, actions proposed and taken to manage the emergency and other pertinent data relating to the declaration of emergency.
- (c) The local state of emergency is limited to seven (7) days pursuant to Chapter 252, Florida Statutes, as amended. The local state of emergency declaration may be extended, as necessary in seven-day increments by the mayor, or the vice mayor in the mayor's absence, or the city commission by proclamation. The local state of emergency shall continue in accordance with Chapter 252, Florida Statutes, until there is a finding by the official declaring the emergency, or the city commission, that the emergency no longer exists or until a meeting ~~of a quorum of the board of the city commissioners~~ can take place and terminate the local state of emergency by proclamation.
- (d) Upon the determination of an emergency, the mayor, vice-mayor or city manager shall have the power to issue and rescind executive orders, proclamations and rules. Such executive orders, proclamations and rules shall have the force and effect of law and may deal with the following matters:
 - (1) Suspend or limit the sale, dispensing or transportation of alcoholic beverages, explosives and combustibles (except for ammunition whether city has the authority to pursuant to F.S. § 790.33, including amendments thereto enacted by Laws of Florida Chapter 2011-109.
 - (2) Establish curfews, including but not limited to the prohibition of or restrictions on pedestrian and vehicular movement, standing and parking, except for the provision of designated, essential services, such as fire, police, emergency medical services and hospital services, including the transportation of patients, utility emergency repairs and emergency calls by physicians.
 - (3) Utilize all available resources of the city government as reasonably necessary to cope with the emergency, including emergency expenditures, not to exceed \$50,000.00.
 - (4) Declare certain areas off limits.
 - (5) Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (6) Establish emergency operating centers and shelters, in addition to or in place of those provided for in the city's emergency plan.

- (7) Declare that during an emergency, it shall be unlawful and an offense against the city for any person to use the fresh water supplied by the city or the county, for any purpose other than cooking, drinking or bathing.
- (8) Declare that during an emergency, it shall be unlawful and an offense against the city for any person operating within the city to charge more than the normal average retail price for any merchandise, goods or services sold during the emergency. The average retail price, as used in this subsection is defined to be that price at which similar merchandise, goods, or services were being sold during the ninety (90) days immediately preceding the emergency or a markup which is a larger percentage over wholesale cost than was being added to wholesale cost prior to the emergency.
- (9) Confiscate merchandise, equipment, vehicles or property needed to alleviate the emergency. Reimbursement shall be within sixty (60) days and at customary value charged for the items during ninety (90) days previous to the emergency.
- (10) Make provisions for rationing of fuel, ice and other essentials.
- (11) Evacuation planning.
- (e) A local state of emergency, when declared as provided in this section, shall continue in effect for seven (7) days and may be extended, as necessary, in seven (7) day increments ~~from day to day~~ until declared to be terminated.
- (f) Upon the declaration of a local state of emergency, the city manager shall as promptly as practicable, file the declaration in the office of the municipal clerk who shall deliver it to appropriate news media for publication and radio and television broadcast thereof. If practicable, such local state of emergency declaration or emergency measure shall be published by other means such as by posting and loudspeakers.

Sec. 34-40. Suspension of local building regulations.

The city manager may authorize the suspension of local building regulations during and following a declared local state of emergency when the building official certifies that such action is necessary to the expeditious restoration of property damaged by the emergency event. Such suspension of building regulations may be applied on a case-by-case basis as required to remedy specific conditions and to facilitate the provision of emergency housing to disaster victims. The building official shall specify the provisions of the building code to be suspended and the reasons therefor when certifying the necessity of such suspension to the city manager.

Sec. 34-41. Termination of local state of emergency.

A local state of emergency shall be terminated upon the certification of the officer or agency requesting the declaration of the local state of emergency that the conditions leading to or causing the emergency conditions no longer exist and that the city's agencies and departments are able to manage the situation without extraordinary assistance. Notice of such termination

shall be made to the public by the city manager by the same means as the notices of the declaration of the local state of emergency.

Sec. 34-42. Commission authority limitations.

Notice in this article shall not be construed to limit the authority of the board of city commissioners to declare or terminate a local state of emergency and take any action by law when sitting in a regular or special session.

Sec. 34-44. Conflicts.

- (a) If this article conflicts with any other ordinance or this Code or other applicable law, including state statutes, the more restrictive shall apply, except that the duration of the local state of emergency declaration may be enlarged by state statute.
- (b) Any portion of this article found to be in conflict with the Pinellas County Emergency Management Plan shall not be enforceable.

Sec. 34-45. Authority in evacuation zones.

- (a) *Preemption.* The emergency management coordinating committee shall have the authority to delegate, to the Pinellas County Sheriff's Office ~~chief of police~~, sole and exclusive authority to regulate the ingress and egress of persons and vehicles in those zones which are required to be evacuated in a declaration of a local state of ~~local~~ emergency, and to designate the terms and conditions of reentry into such areas upon official declaration that the evacuated zones are safe and secure for reentry. In the exercise of such authority, the Pinellas County Sheriff's Office ~~police chief~~ shall consult with the emergency management coordinating committee, the executive group of the Pinellas County Emergency Operations Center and all affected local governments.
- (b) *Prohibition.* The ~~police chief~~ Pinellas County Sheriff's Office is authorized to delegate to any local law enforcement agency the authorities granted in this section relative to their respective jurisdictions, upon ~~his~~ their determination that such delegation of authority is necessary and proper.
- (c) *Jurisdiction.* All territory within the legal boundaries of the city, including all incorporated and unincorporated areas, shall be embraced by this article.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: **October 22, 2024**

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: First Reading of Ordinance 2024-12: FY 2024 Budget Amendment #1

Action Request: Motion to approve first reading of Ordinance 2024-12

Strategic Objective: Adhere to City code to maintain all expenditures and other outflows by fund and department within budgetary authority.

Date: November 4, 2024

Prepared By: Andrew Laflin, Consultant - Finance Department

Through: Frances Robustelli, City Manager

Summary of Issue: The annual adopted budget of the City of St. Pete Beach for fiscal year 2024 may be amended through action of the City Commission via ordinance up to 60 days after the City's fiscal year end. The purpose of this FY 2024 budget amendment is to maintain compliance with the requirement that all actual expenditures and other outflows at the fund and department level to not exceed budgeted balances, as amended.

The fiscal year 2024 budget amendment as presented provides for increases to funding sources, including transfers in and existing reserves, and funding uses, including expenditures and transfers out, within the General Fund, Reclaimed Water Fund, and ARPA Fund.

Funding: N/A

Attachments:

1. Ord 2024-12 FY 2024 Budget Amendment #1
2. Ord 2024-12 Exhibit A - FY 2024 Budget Amendment #1 Details
3. Ord 2024-12 Business Impact Estimate

Ordinance 2024-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2024 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, RECLAIMED WATER FUND, AND ARPA FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2024 budget includes revenue and expenditures as adopted by Ordinance 2023-12 on September 23, 2023.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2024 budget.

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments.

WHEREAS, the City Commission of the City of St. Pete Beach desires to adopt an amendment to the Fiscal Year 2024 Budget.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2024 budget shall be amended per Exhibit A, attached and made part of this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Proposed FY 2024 Budget Amendment #1

Budget Vs Actual - Revenue Comparison by Fund & Dept, Thru September, 30, 2024

Fund Name	Department Name	Amended Budget	Actual Balance	% Used	
General Fund	Taxes	17,291,864	16,417,184	95%	
General Fund	Permits, Fees & Special Assessments	1,834,800	1,127,942	61%	{a}
General Fund	Intergovernmental Revenues	1,619,100	1,288,276	80%	{b}
General Fund	Charges for Services	9,794,655	8,462,459	86%	
General Fund	Ordinance Revenue	470,000	511,810	109%	
General Fund	Miscellaneous Revenues	805,700	1,233,618	153%	
General Fund	Transfers & Debt Proceeds	60,813	60,813	100%	
Wastewater Fund	Wastewater	8,712,500	7,696,673	88%	
Reclaimed Water Fund	Reclaimed Water	1,225,655	1,071,237	87%	
Stormwater Fund	Stormwater	1,693,000	1,369,740	81%	{c}
Building Fund	Building Division	1,813,000	1,966,762	108%	
Fleet Fund	Fleet	605,945	513,215	85%	
ARPA Fund	ARPA	130,000	160,649	124%	
Resiliency Fund	Resiliency	750,000	562,500	75%	
Capital Improvement Projects Fund	Capital Projects	9,270,997	6,153,954	66%	{d}
Multimodal Fund	Multimodal	311,400	77,734	25%	{e}
Grand Total		56,389,429	48,674,566	86%	

Plan review fees in General Fund and Building Fund budgeted \$493k revenue for each fund but YTD actual is \$145k for {a} each fund

{b} \$50k historical grant plus \$190k Co reimb for \$190k for EMS vehicle budgeted, but not anticipating receiving in FY 2024

{c} State grant for \$260k budgeted relating to SWFWMD watershed management master plan.

{d} FEMA seawall mitigation grant not yet recognized as revenue.

{e} Lower than anticipated residential and commercial impact fee collections

Budget Vs Actual - Expense Comparison by Fund, Department & Division, Thru September 30, 2024

Fund Name	Department Name	Amended Budget	Actual Balance	Remaining Encumbrance	Remaining Balance	% Used	
General Fund	Elected Officials	149,057	136,061	1,327	11,669	92%	
General Fund	City Clerk Division	377,070	320,557	10	56,503	85%	
General Fund	City Manager Division	882,084	680,662	21,737	179,684	80%	
General Fund	Legal Division	520,000	629,270	-	(109,270)	121%	{a}
General Fund	Planning Division	831,060	322,005	63,410	445,645	46%	
General Fund	Code Enforcement Division	380,465	265,329	17,043	98,093	74%	
General Fund	IT Division	1,195,557	743,559	54,902	397,096	67%	
General Fund	Finance Division	928,870	925,228	31,760	(28,118)	103%	{b}
General Fund	Library Department	902,585	744,014	31,791	126,780	86%	
General Fund	Transportation Division	2,083,428	1,613,727	148,699	321,002	85%	
General Fund	Law Enforcement Department	3,559,764	3,286,742	-	273,022	92%	
General Fund	Fire Suppression Division	3,270,749	2,695,964	59,644	515,141	84%	
General Fund	EMS Division	2,954,918	2,772,014	10,034	172,870	94%	{c}
General Fund	Public Work Admin	745,346	580,800	22,948	141,598	81%	
General Fund	Facilities Division	1,042,109	801,526	19,884	220,699	79%	
General Fund	Streets Division	1,237,334	826,477	47,843	363,014	71%	
General Fund	Parks Division	1,614,524	1,359,279	92,366	162,879	90%	
General Fund	Beaches Division	1,029,383	536,184	73,863	419,337	59%	
General Fund	Recreation Division	1,693,101	1,603,393	5,342	84,366	95%	
General Fund	Non-departmental	7,579,633	7,647,421	156,456	(224,244)	103%	{d}
Wastewater Fund	Wastewater	14,387,656	7,029,572	4,502,634	2,855,450	80%	
Reclaimed Water Fund	Reclaimed Water	1,485,655	1,701,067	183,160	(398,572)	127%	{e}
Stormwater Fund	Stormwater	5,125,589	953,386	415,969	3,756,234	27%	
Building Fund	Building Division	2,053,857	1,226,777	264,061	563,019	73%	
Fleet Fund	Fleet	397,595	179,643	138,647	79,305	80%	
ARPA Fund	ARPA	1,819,000	-	-	1,819,000	0%	
Resiliency Fund	Resiliency	970,000	56,676	44,989	868,336	0%	
Capital Improvement Projects Fund	Capital Projects	25,386,431	6,380,289	2,445,996	16,560,146	35%	
Multimodal Fund	Multimodal	478,612	5,926	15,129	457,557	4%	
Grand Total		85,081,432	46,023,547	8,869,645	30,188,241	65%	

{a} Legal expenses from Lawson Huck Gonzales relating to pending or actual litigation involving "Protect St Pete" citizens group

Use of outsourced financial consultant services higher than originally budgeted and software costs that were allocated to

{b} Finance but not budgeted

Higher than budgeted overtime and one-time retro pay payment made for union firefighters during FY '24 that was not

{c} budgeted

{d} Storm related expenditures subject to FEMA reimbursement that were not budgeted

Joint project with Pinellas County involving repair & maintenance work on reclaimed transmission main. Agreement with Pinellas Co signed on 8/30/23.

{e} \$232k due 10/1 annually through 2027. This was unbudgeted in FY 2024.

RESERVE ANALYSIS - FUNDS w/REVENUES IMPACTED BY HURRICANES

	General Fund	Building Fund	Capital Fund	Wastewater Fund	Reclaimed Water Fund
Available Fund Balance - 9/30/23:	15,742,470	2,794,665	9,503,120	508,203	164,040
Actual Revenues - YTD FY 2024	29,102,102	1,966,762	9,270,997	7,696,673	1,071,237
Actual Expenses - YTD FY 2024	(28,490,211)	(1,226,777)	(6,380,289)	(7,029,572)	(1,701,067)
Projected Available Reserves - 10/1/24:	16,354,360	3,534,650	12,393,828	1,175,304	(465,790)

EXHIBIT A: FY 2024 BUDGET AMENDMENT #1

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Legal Services	5301-5311	Basic Legal Services	465,000	175,000	640,000
Total Budgeted Outflow Increase:				175,000	
General Fund - Reserves		From Reserves	578,695	175,000	753,695
Total Budgeted Inflow Increase:				175,000	

Purpose:

Increase legal services budget primarily relating to pending or actual litigation involving "Protect St Pete" citizens group

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Finance	5601-5310	Professional Contractual	47,000	50,000	97,000
General Fund - Finance	5601-5330	Software	-	30,000	30,000
Total Budgeted Outflow Increase:				80,000	
General Fund - Reserves		From Reserves	753,695	80,000	833,695
Total Budgeted Inflow Increase:				80,000	

Purpose:

Budget increases due to use of outsourced financial consultant services higher than originally budgeted and software costs that were allocated to Finance but not budgeted

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Non-Departmental	9618-6007	FEMA Tracking IDALIA FY23	-	45,000	45,000
General Fund - Non-Departmental	9618-6009	FEMA tracking TS DEBBY '24	-	7,000	7,000
General Fund - Non-Departmental	9618-6010	FEMA HURRICANE HELENE FY24	-	150,000	150,000
Total Budgeted Outflow Increase:				202,000	
General Fund - Reserves		From Reserves	833,695	202,000	1,035,695
Total Budgeted Inflow Increase:				202,000	

Purpose:

Budget for storm related expenditures subject to FEMA reimbursement that were not budgeted

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Reclaimed Water Fund - Reclaimed	102-5469	R&M Other	-	800,000	800,000
Total Budgeted Outflow Increase:				800,000	
Reclaimed Water Fund - Reclaimed	381-902	Transfer from General Fund	-	800,000	800,000
Total Budgeted Inflow Increase:				800,000	

Purpose:

Increase budget for joint project with Pinellas County involving repair & maintenance work on reclaimed transmission main, as well as other repair & maintenance items, which were unbudgeted in FY 2024.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
ARPA Fund - ARPA		Transfer to General Fund	-	4,900,000	4,900,000
General Fund - Reserves		To Reserves	-	3,064,305	3,064,305
General Fund - Non-departmental	9618-5995	Transfer to Reclaimed Water Fund	-	800,000	800,000
Total Budgeted Outflow Increase:				8,764,305	
ARPA Fund - ARPA		To Reserves	-	4,900,000	4,900,000
General Fund - Non-departmental	381-208	Transfer from ARPA Fund	-	4,900,000	4,900,000
General Fund - Reserves		From Reserves	1,035,695	(1,035,695)	-
Total Budgeted Inflow Increase (Decrease):				8,764,305	

Purpose:

Transfer remaining fund balance in ARPA Fund to fund personnel & operating expenditures and ultimately increase General Fund reserves

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2024 BY INCREASING APPROPRIATIONS FOR EXPENDITURE IN THE GENERAL FUND, RECLAIMED WATER FUND, AND ARPA FUND; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed St Pete Beach ordinance, but the City of St Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance adheres to legal requirements surrounding adopting and amending the annual operating and capital budget.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The fiscal year 2024 budget amendment as presented provides for increases to funding sources, including transfers in and existing reserves, and funding uses, including expenditures and transfers out, within the General Fund, Reclaimed Water Fund, and ARPA Fund.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The ordinance to amend the annual budget for fiscal year 2024 has no direct financial impact to businesses within the City.

4. Additional information the governing body deems useful (if any):

None.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Public Hearing to Adopt Emergency Ordinance 2024-11: Permitting Elevation or Reconstruction Above the Floodplain of Nonconforming Residential Structures

Action Request: Motion to adopt Emergency Ordinance 2024-11.

Strategic Objective: Natural disaster planning

Date: November 4, 2024

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: Staff has revised the subject ordinance following feedback from the City Commission on October 22nd to address the following major comments:

- 1) Explicitly provide for conversion of the existing living level of the structure to parking, storage, and access as allowed for the property's flood zone, and reconstruction of the living level(s) of the structure above in the same footprint and floor height, provided that the overall height of the structure does not exceed the height allowable for the zoning district;
- 2) Allow for minimal staircase encroachment into the front yard when the applicant demonstrates need.

Funding: N/A

Attachments:

1. Ordinance 2024-11 - Clean
2. Ordinance 2024-11 - Markup

Ordinance 2024-11

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10. – VESTED RIGHTS AND NONCONFORMITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the Land Development Code has, over time, become out of line with the Florida Building Code and City Floodplain Ordinance as it pertains to required height of elevation for residential structures, and the City Commission finds it advantageous to allow limited elevation or elevated reconstruction of residential structures noncompliant with the Floodplain Ordinance and current required setbacks to ensure that critical Citywide recovery proceeds in an expeditious manner.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

SECTION 10. Repeal. This ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

FIRST READING: _____
 PUBLISHED: _____
 SECOND READING: _____
 PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

BEACH, FLORIDA.

Adrian Petrilă, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 3.10. - Vested rights and nonconformities.

- (b) *Nonconforming structures.* Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface, height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:
- (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.
 - (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in (3)D. below.
 - (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:
 - A. The structure may be moved, vertically only, such that the lowest habitable floor is elevated above the base-required design flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances. Additionally, the existing habitable ground floor of the structure beneath the required design flood elevation may be converted to parking, storage and building access if in compliance with the structure's flood zone if the habitable floor(s) reconstructed, in the same footprint and the same floor height as the existing habitable floor(s), above. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
 - B. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
 - C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure. Any additions to the structure made during or subsequent to the elevation or reconstruction of the structure, other than reconstruction of the habitable floor(s) of the structure above required design flood elevation when reconstruction is undertaken, shall comply with the existing required setbacks for the structure's zoning district.
 - D. When a residential structure suffers substantial damage and the requirements of (3)A. through C. preceding can be met, the structure may be eligible for a vertical move, elevation or reconstruction as set forth above but shall comply with all applicable floodplain management regulations and building codes. At

time of permitting for the elevation or reconstruction the applicant shall demonstrate why the structure cannot be relocated to fully comply with required setbacks, and the Applicant shall also demonstrate that the Applicant has made all reasonable, viable accommodations to increase compliance with the required setbacks when the structure is elevated or reconstructed..

- E. When (3)A. or D. above is utilized, if the applicant cannot reasonably construct stairs to access the first living level without encroaching into the front setback, the applicant may be permitted to construct stairs without an independent roof overhang within the required front yard. Stairs shall not encroach more than ten feet into the required front yard unless additional encroachment is demonstrated as necessary to avoid conflict with garage access or correct a safety issue. Under no circumstances shall stairs authorized through this permission be located closer than three feet to any property line. This standard shall supersede other permissions and restrictions found elsewhere in this Code.
- (4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.
 - (5) Ordinary repairs and maintenance may be made to a nonconforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

Ordinance 2024-11

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10. – VESTED RIGHTS AND NONCONFORMITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the Land Development Code has, over time, become out of line with the Florida Building Code and City Floodplain Ordinance as it pertains to required height of elevation for residential structures, and the City Commission finds it advantageous to allow limited elevation or elevated reconstruction of residential structures noncompliant with the Floodplain Ordinance and current required setbacks to ensure that critical Citywide recovery proceeds in an expeditious manner.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

SECTION 10. Repeal. This ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

FIRST READING: _____
 PUBLISHED: _____
 SECOND READING: _____
 PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

BEACH, FLORIDA.

Adrian Petrilă, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 3.10. - Vested rights and nonconformities.

- (b) *Nonconforming structures.* Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface, height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:
- (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.
 - (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in (3)D. below.
 - (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:
 - A. The structure ~~shall~~ may be moved, vertically only, such that the lowest habitable floor is elevated ~~no higher than six inches~~ above the ~~base required design~~ flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances; ~~except that minimum necessary additional height shall be allowed to provide for the construction of a garage underneath any structure which is so moved. The maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor. Additionally, the existing habitable ground floor of the structure beneath the required design flood elevation may be converted to parking, storage and building access if in compliance with the structure's flood zone if the habitable floor(s) reconstructed, in the same footprint and the same floor height as the existing habitable floor(s), above.~~ Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
 - B. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
 - C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure. Any additions to the structure made during or subsequent to the elevation or reconstruction of the structure, other than reconstruction of the habitable floor(s) of the structure above required design flood elevation when

reconstruction is undertaken, shall comply with the existing required setbacks for the structure's zoning district.

D. When a residential structure suffers substantial damage and the requirements of (3)A. through C. preceding can be met, the structure may be eligible for a vertical move, elevation or reconstruction as set forth above but shall comply with all applicable floodplain management regulations and building codes. At time of permitting for the elevation or reconstruction the applicant shall demonstrate why the structure cannot be relocated to fully comply with required setbacks, and the Applicant shall also demonstrate that the Applicant has made all reasonable, viable accommodations to increase compliance with the required setbacks when the structure is elevated or reconstructed..

E. When (3)A. or D. above is utilized, if the applicant cannot reasonably construct stairs to access the first living level without encroaching into the front setback, the applicant may be permitted to construct stairs without an independent roof overhang within the required front yard. Stairs shall not encroach more than ten feet into the required front yard unless additional encroachment is demonstrated as necessary to avoid conflict with garage access or correct a safety issue. Under no circumstances shall stairs authorized through this permission be located closer than three feet to any property line. This standard shall supersede other permissions and restrictions found elsewhere in this Code.

- (4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.
- (5) Ordinary repairs and maintenance may be made to a nonconforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Public Hearing to Adopt Emergency Ordinance 2024-14: Amending Emergency Ordinance 2024-09 to Address Florida Building Code Equipment Elevation Requirements

Action Request: Motion to adopt Emergency Ordinance 2024-14.

Strategic Objective: Natural disaster planning

Date: November 4, 2024

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: Shortly after the October 22nd City Commission meeting, the Pinellas County Construction Licensing Board issued a ruling that equipment damaged by flood must be elevated above the floodplain when replaced, regardless of whether the home itself has sustained substantial damage. As a municipality in Pinellas County, St. Pete Beach must enforce this ruling.

This ordinance makes modifications to Ordinance 2024-09, which contained similar non-contrary language but was not specific to elevation requirements, to allow for in-place or marginally-offset elevation of equipment to expedite recovery and rehabilitation efforts.

Funding: N/A

Attachments:

1. Ordinance 2024-14 - Clean
2. Ordinance 2024-14 - Markup

Ordinance 2024-14

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING ORDINANCE 2024-09 PERTAINING TO DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the City adopted, on October 14, 2024, Ordinance 2024-09 that provided for equal changeout of equipment in required side yard setbacks.

WHEREAS, after the passage of Ordinance 2024-09, the Pinellas County Construction Licensing Board (PCCLB) has determined that Florida Building Code, Existing Buildings, Section 701.3(2) shall be interpreted to require elevation of exterior equipment when damaged by flood, and such interpretation is mandatorily enforceable by all municipalities within Pinellas County.

WHEREAS, the permission for equal changeout enabled through Ordinance 2024-09 is encapsulated in this Ordinance, which provides for further amendment to assist homeowners required to elevate equipment due to the PCCLB interpretation.

WHEREAS, the estimated majority of equipment City-wide that is not elevated above the floodplain is within a required side or rear yard setback, as currently allowed only for non-elevated equipment, while the Land Development Code currently requires elevated equipment to meet all required yard setbacks.

WHEREAS, the City Commission finds that requiring processing of a substantial number of variances from the Land Development Code to elevate equipment will significantly hamper the recovery of the City and cause negative impacts to the public health and welfare.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption of this Ordinance, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

SECTION 10. Amendment of Ordinance 2024-09. This content contained in Exhibit A of this Ordinance fully amends the content contained in Exhibit A of Ordinance 2024-09.

SECTION 11. Repeal. This ordinance shall be automatically repealed on December 14, 2024, the original repeal date of Ordinance 2024-09, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 6.14. Encroachment of certain specified ancillary residential equipment into required yards.

- (a) Ancillary residential equipment installed no more than two feet above grade, such as but not limited to air conditioning compressors when permitted, swimming pool and spa filters and pumps, etc. shall be allowed to encroach into any required yards up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line.
- (b) Equipment newly installed more than two feet above grade shall not encroach into any required front or side yard setback.
- (c) New elevated equipment on any new or substantially improved residential structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time.
- (d) Change-outs or in-place elevation of existing residential equipment located in the required rear or side yard of a structure legally nonconforming to the current required design flood elevation, that has sustained damage from a flood and is required by the Florida Building Code to be elevated above the floodplain, shall be permitted to be elevated in place subject to the following criteria
 - (1) The bottom of the equipment shall be elevated no higher than one foot above required design flood elevation.
 - (2) The equipment shall encroach no farther into the required yard than the equipment it is replacing, except that minimum additional encroachment may be permitted to avoid conflict with existing projections located on the structure and/or roof eaves.
 - (3) If on a column or pedestal, the equipment with column or pedestal shall be located no closer than three feet from the property line.
 - (4) If on a bracket the equipment with bracket shall be located no closer than three feet from the property line or, if elevated on a bracket such that any projection is no lower than 6'-8" from adjacent grade, shall not encroach beyond the property line.
 - (5) The top of the equipment shall not exceed the height of the ridge of the roof of the structure to which it is attached or associated.
 - (6) This provision shall not apply to residential structures that are new or substantially improved, which are regulated by (c), above.

Ordinance 2024-14

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING ORDINANCE 2024-09 PERTAINING TO DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the City adopted, on October 14, 2024, Ordinance 2024-09 that provided for equal changeout of equipment in required side yard setbacks.

WHEREAS, after the passage of Ordinance 2024-09, the Pinellas County Construction Licensing Board (PCCLB) has determined that Florida Building Code, Existing Buildings, Section 701.3(2) shall be interpreted to require elevation of exterior equipment when damaged by flood, and such interpretation is mandatorily enforceable by all municipalities within Pinellas County.

WHEREAS, the permission for equal changeout enabled through Ordinance 2024-09 is encapsulated in this Ordinance, which provides for further amendment to assist homeowners required to elevate equipment due to the PCCLB interpretation.

WHEREAS, the estimated majority of equipment City-wide that is not elevated above the floodplain is within a required side or rear yard setback, as currently allowed only for non-elevated equipment, while the Land Development Code currently requires elevated equipment to meet all required yard setbacks.

WHEREAS, the City Commission finds that requiring processing of a substantial number of variances from the Land Development Code to elevate equipment will significantly hamper the recovery of the City and cause negative impacts to the public health and welfare.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption of this Ordinance, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

SECTION 10. Amendment of Ordinance 2024-09. This content contained in Exhibit A of this Ordinance fully amends the content contained in Exhibit A of Ordinance 2024-09.

SECTION 11. Repeal. This ordinance shall be automatically repealed on December 14, 2024, the original repeal date of Ordinance 2024-09, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 6.14. Encroachment of certain specified ancillary residential equipment into required yards.

- (a) Ancillary residential equipment installed no more than two feet above grade, such as but not limited to air conditioning compressors when permitted, swimming pool and spa filters and pumps, etc. shall be allowed to encroach into any required yards up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line.
- (b) Equipment newly installed more than two feet above grade shall not encroach into any required front or side yard setback.
- (c) New elevated equipment on any new or substantially improved residential structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time.
- (d) Change-outs or in-place elevation of existing residential equipment located in the required rear or side yard of a structure legally nonconforming to the current required design flood elevation, that has sustained damage from a flood and is required by the Florida Building Code to be elevated above the floodplain, shall be permitted to be elevated in place subject to the following criteria: shall be exempt as long as the new equipment does not encroach into any required yard to a greater extent than the existing equipment.
 - (1) The bottom of the equipment shall be elevated no higher than one foot above required design flood elevation.
 - (2) The equipment shall encroach no farther into the required yard than the equipment it is replacing, except that minimum additional encroachment may be permitted to avoid conflict with existing projections located on the structure and/or roof eaves.
 - (3) If on a column or pedestal, the equipment with column or pedestal shall be located no closer than three feet from the property line.
 - (4) If on a bracket the equipment with bracket shall be located no closer than three feet from the property line or, if elevated on a bracket such that any projection is no lower than 6'-8" from adjacent grade, shall not encroach beyond the property line.
 - (5) The top of the equipment shall not exceed the height of the ridge of the roof of the structure to which it is attached or associated.
 - (6) This provision shall not apply to residential structures that are new or substantially improved, which are regulated by (c), above.