



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 8, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations -
 - a. **Solid Waste Financial Forecast and Rate Study Update**
 - b. **Presentation- Budget Calendar FY25-FY26**
Presentation of the FY26 Budget Calendar and Proposed Scope of Work for the Budget Committee
2. Approval of the Agenda -

Action Request: Motion to approve the April 8, 2025 agenda.
3. Helene and Milton Recovery Efforts: Standing Agenda Item -
4. Audience Comments -
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.
5. Consent -
 - a. **Approval of the March 26, 2025 City Commission Minutes**
 - b. **Approval of the Special Event permit request with street closure and alcohol consumption for the Corey Avenue Business Association 30th Anniversary Party on May 17, 2025.**

- c. Approval of the Special Event permit application request with street closure for Pass-A-Grille Community Church Sunrise service on April 20, 2025.**
- d. Move to approve the Services Agreement with Golf Coast Construction, LLC, in the amount of \$459,000 for beach access dune walkovers at 2nd, 3rd, 4th, 6th, 7th, 51st, and 52nd Avenues and authorize the City Manager to execute the Services Agreement.**
- e. Proclamations – Renewal State of Local Emergency – Hurricane Milton Ratify Extension 26 and Approval of Extension 27**

6. Action Items -

a. Election of Vice Mayor

Motion to elect _____ as Vice Mayor.

b. Appointments/Re-appointments to the City of St. Pete Beach Advisory Boards and Committees

Appointments to the Advisory Boards and Committees.

c. Appointments to Outside Agencies

Appointments to outside agencies and organizations include: Barrier Island Government Council (BIG-C), Florida League of Cities (FLC), Mayors Council of Pinellas County (MCPC), Pinellas County Flood Insurance Committee (PCFIC), Suncoast League of Cities (SLC), and the Tampa Bay Regional Planning Council (TBRPC).

Action Request: Motion to approve the outside agency appointment(s) as discussed.

d. Acceptance of emergency expenditures through February 2025

e. Authorize the City manager to enter into a Federal Lobbyist Agreement with Becker in the amount of \$48,000 per year for the 2 year contract term.

Action Request: Authorize the City Manager to enter into a Federal Lobbyist Agreement with Becker in the amount of \$48,000 per year for the 2 year contract term.

f. State Lobbyist agreement with Shumaker Advisors in the amount of \$60,000 per year for a 3-year Contract term

Action Requested: Motion to authorize the City Manager to enter into an agreement in the amount of \$5,000 per month with Shumaker Advisors to conduct a State Lobbying Activities on behalf of the City of St. Pete Beach.

7. Items for Discussion -

a. Report on City Clerk Vacancy (with possible action)

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.

SOLID WASTE FINANCIAL FORECAST AND RATE STUDY UPDATE

PRESENTATION TO THE RATE REVIEW SUBCOMMITTEE OF THE TECHNICAL MANAGEMENT COMMITTEE

JANUARY 22, 2025



Presentation by:
RAFTELIS

AGENDA

- 1. Scope and Methodology
- 2. Key Changes Since Last Study
- 3. Key Assumptions
- 4. Findings and Recommendations

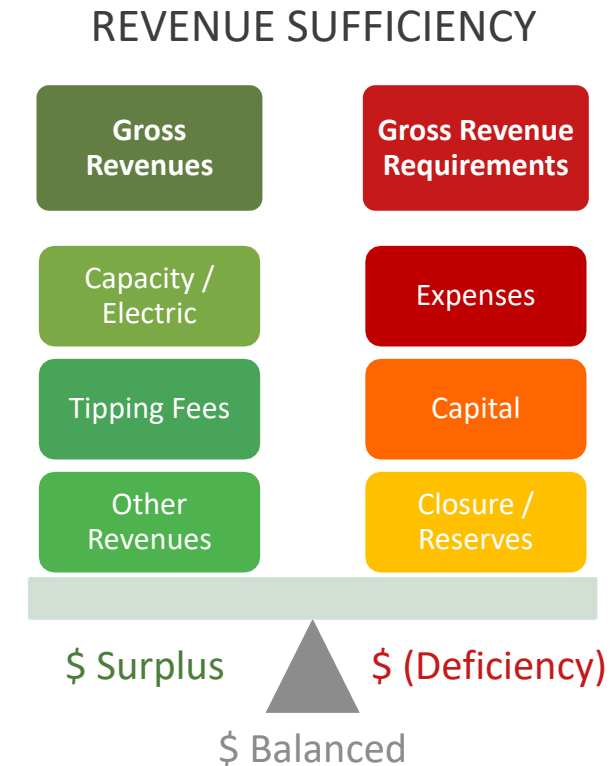
1. SCOPE AND METHODOLOGY

○ Scope

- Raftelis tasked to update 30-Year financial forecast model
- Present findings to Staff and Technical Management Committee (TMC) members

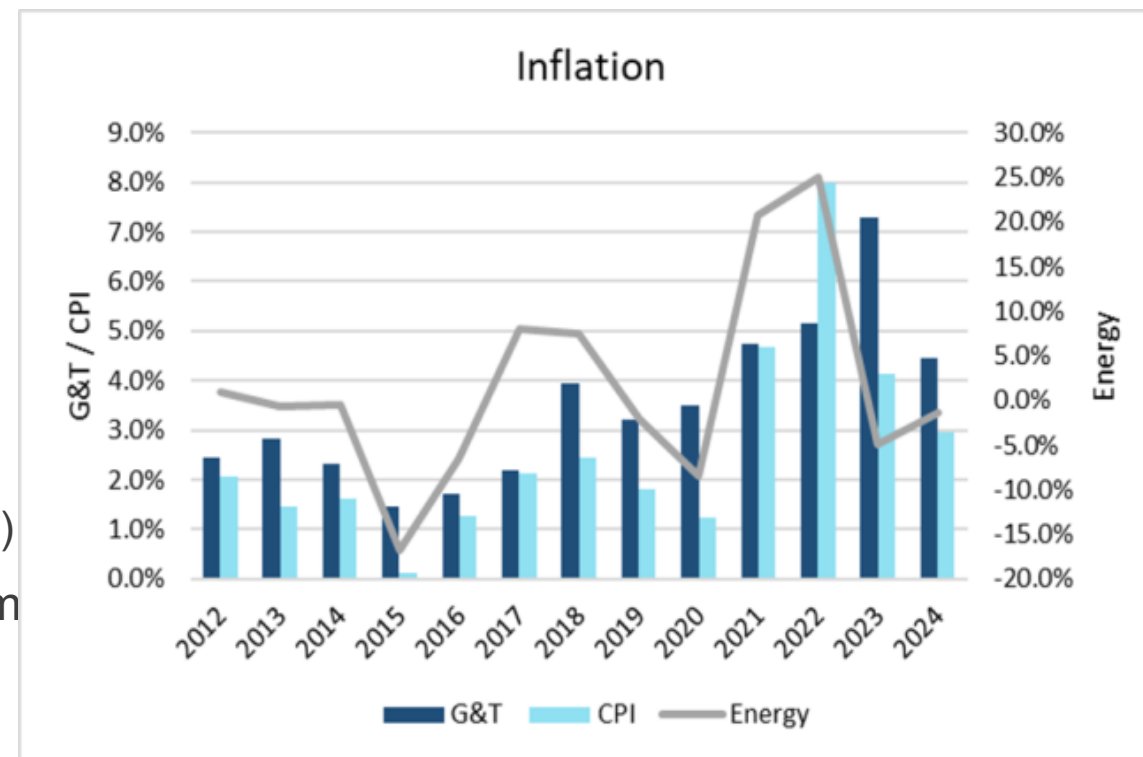
○ Methodology

- Data driven process
- Examined contractual arrangements
- Establish financial targets / parameters
- Trends → assumptions → forecasts
- Revenue sufficiency and rate adjustments
- Rate phasing



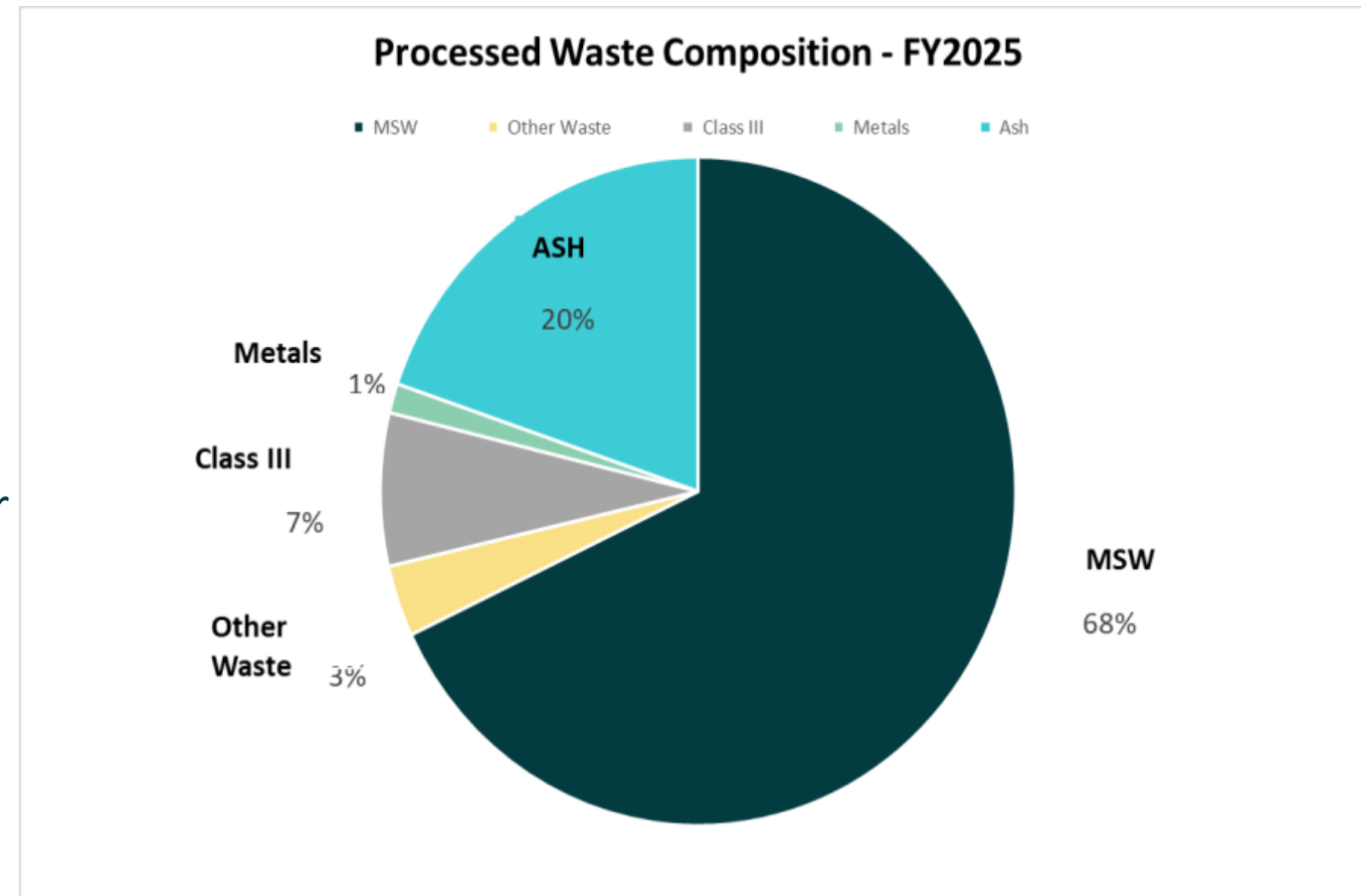
2. KEY CHANGES SINCE PRIOR STUDY

- Inflation Continues to Pressure Contract Costs
- Covanta Contract Extended with RFQ / RFP
 - Historically accounted for About 30% of Total Costs or \$21m/Annually
 - Extension resulted in \$12/ton increase applied to all tonnage or \$35m/yr (+67%)
 - County staff expects better contract terms through bid process
 - Forecast assuming ~\$7/ton increase or \$31m/yr (+47%)
- Capital Plan Costs Increase from ~\$420m to ~\$500m through FY36



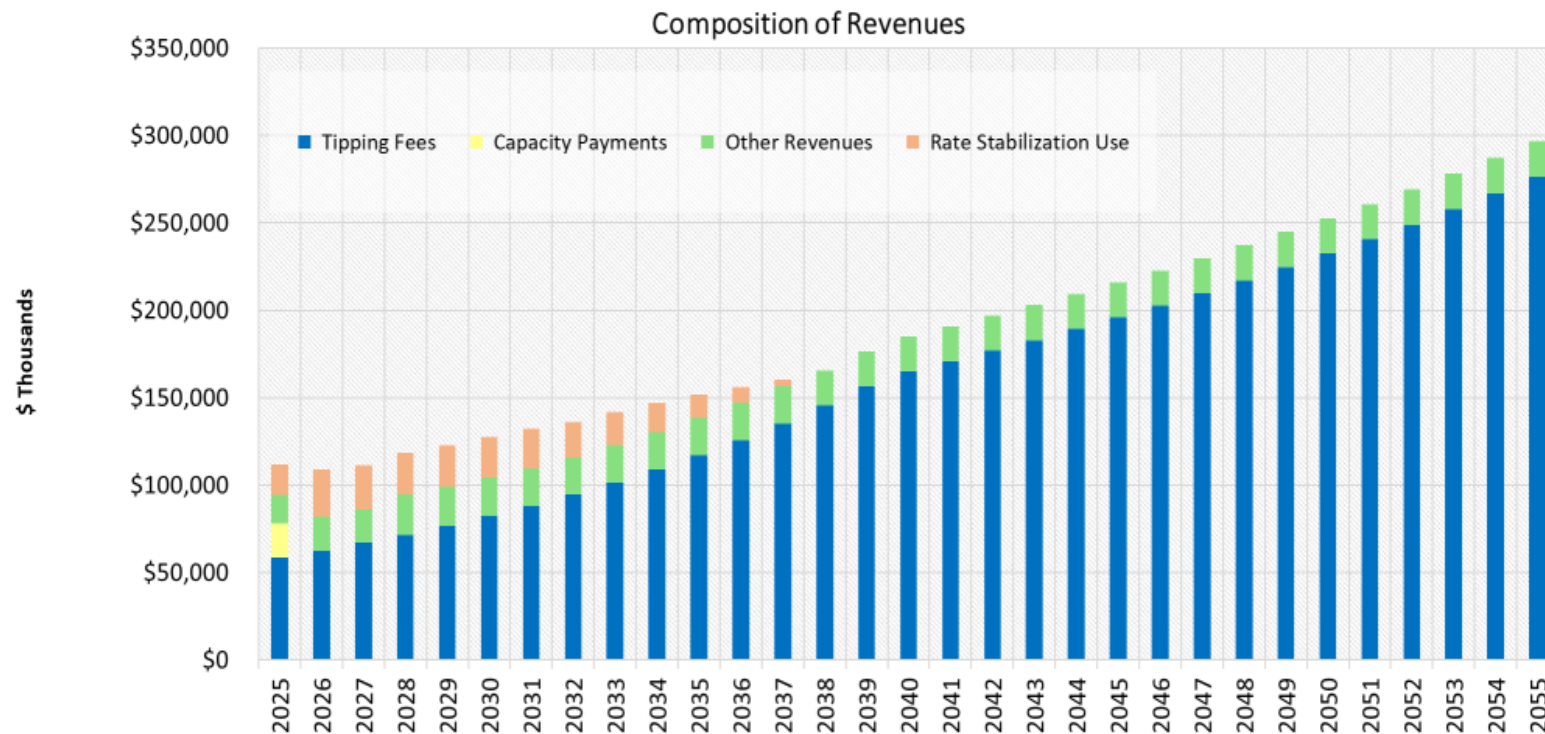
3. KEY ASSUMPTIONS - TONNAGE COMPOSITION AND GROWTH

- County processes approximately 1.5 million tons a year
 - Inbound waste = 1.1 million tons per year
 - Municipal solid waste (MSW), class III (yard waste, construction debris), tires, etc.
 - Processed by-products = 0.3 million tons per year
 - Ash, recovered metals, etc.



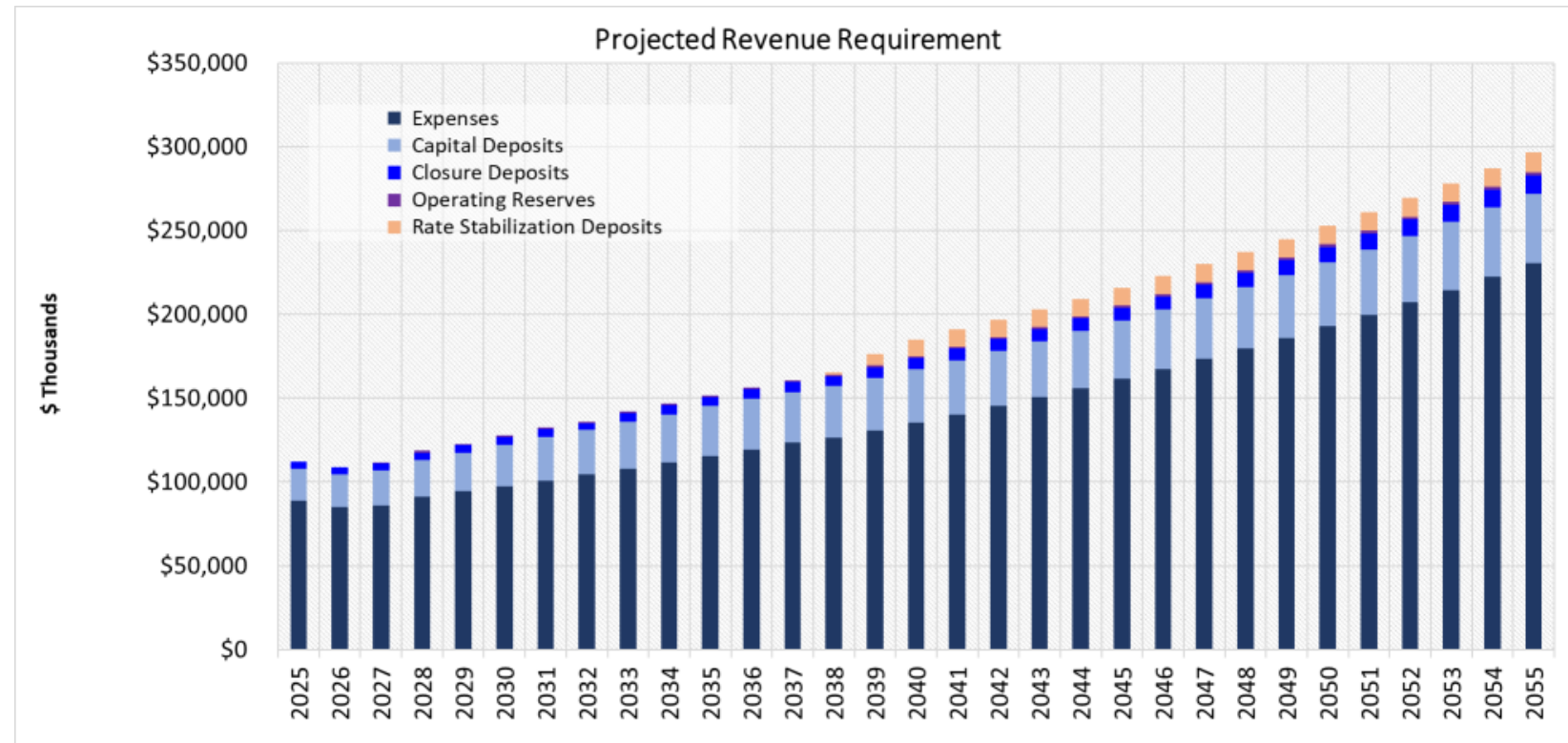
KEY ASSUMPTIONS - REVENUES

- Tipping fees
 - Increases Consistent with Prior Years Forecasts
 - Capacity payments
 - Electricity sales
 - Metal recovery
 - Interest income
- Other Revenues



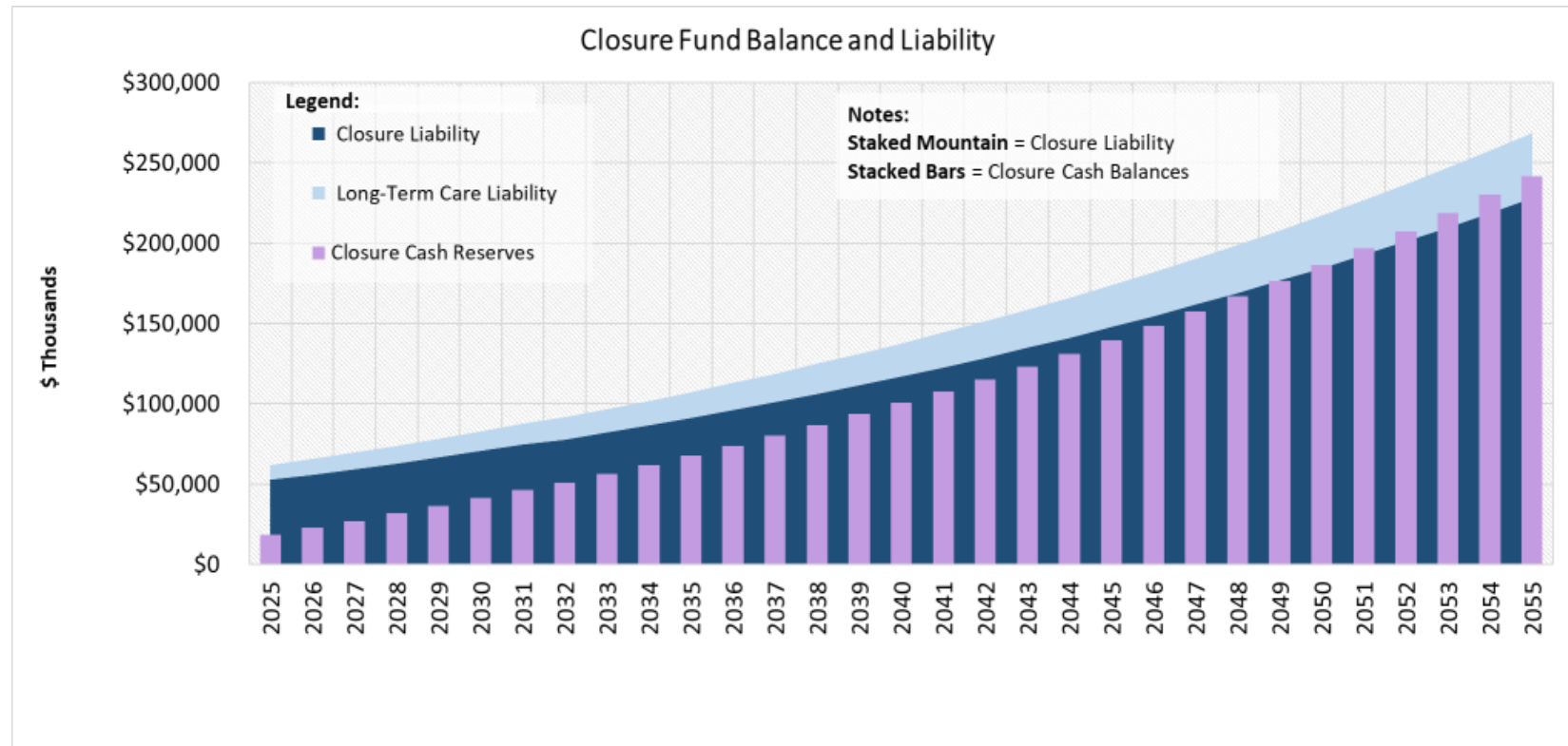
KEY ASSUMPTIONS – PROJECTED REVENUE REQUIREMENTS

- Assumes Rebid Reworld Contract
- Average Annual Expense Growth at ~3.5%



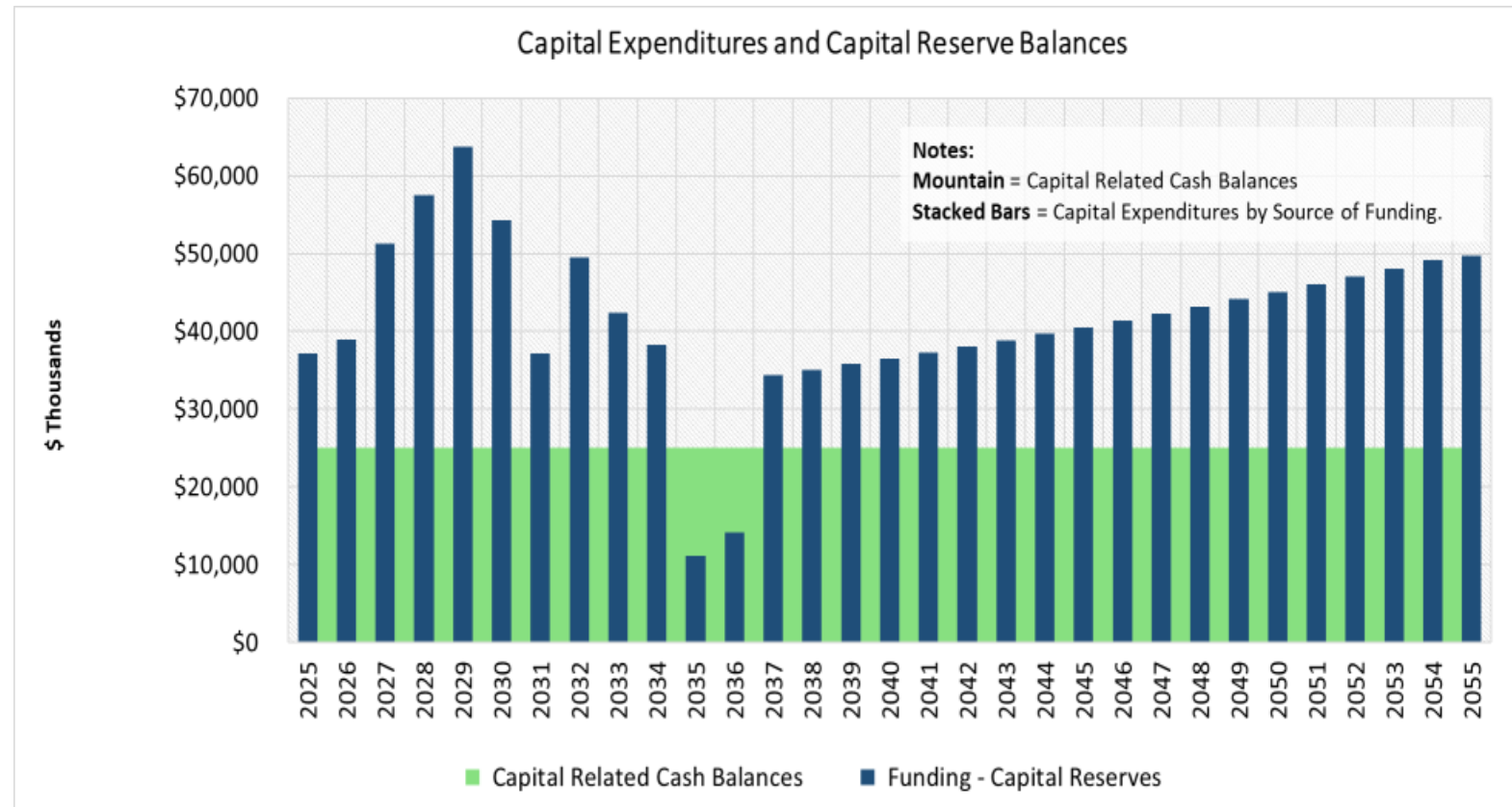
KEY ASSUMPTIONS - CLOSURE AND POST-CLOSURE

- Plan to Fund Liability Over Time
 - Financial Test for financial assurance compliance
- Does not yet reflect increase elevation
- Target: Fund closure liability only
- Slope closures included in Capital Improvement Plan (CIP)



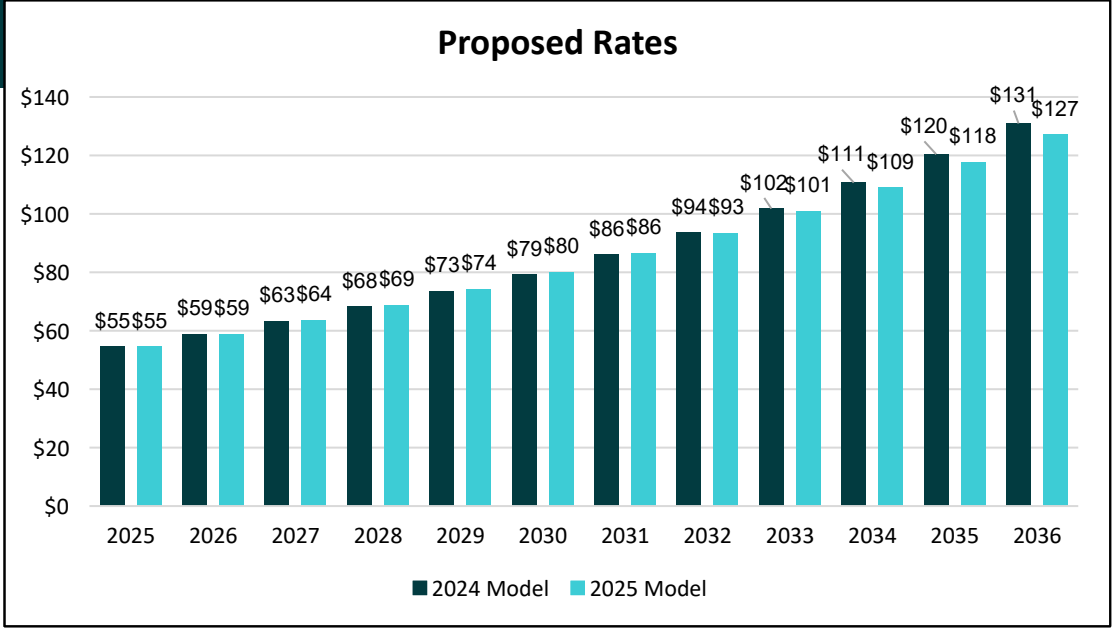
KEY ASSUMPTIONS - CAPITAL

- Proposed CIP FY25-36 = \$498.8M
- Top six projects \$416.1m or 83% of Total:
 - WTE R&R / several projects = \$269m
 - Bulky Waste Processing = \$63m
 - Landfill Improvements = \$35.6m
 - Solar and Net Metering = \$28.5m
 - Enhanced Metals Recovery = \$20m
 - Landfill Side Slope Closure = \$8m
- Assumed depreciation as proxy for capital needs after 2037
 - \$29.4 million annually escalated for inflation



FINDINGS

- Findings and Recommendations:
 - Key changes since Last Study Lower Expenses / Longer and Higher \$ Outlook on CIP
 - Adopt 3 Year Rate Plan at 8% per year
 - Slight Increase to Prior Year's Forecast next 3 years / Lower Overall next 10 years
 - The impact of the disposal cost increase to a single-family resident generating 1 ton of waste per year averages \$4.72 annually or \$0.39 a month

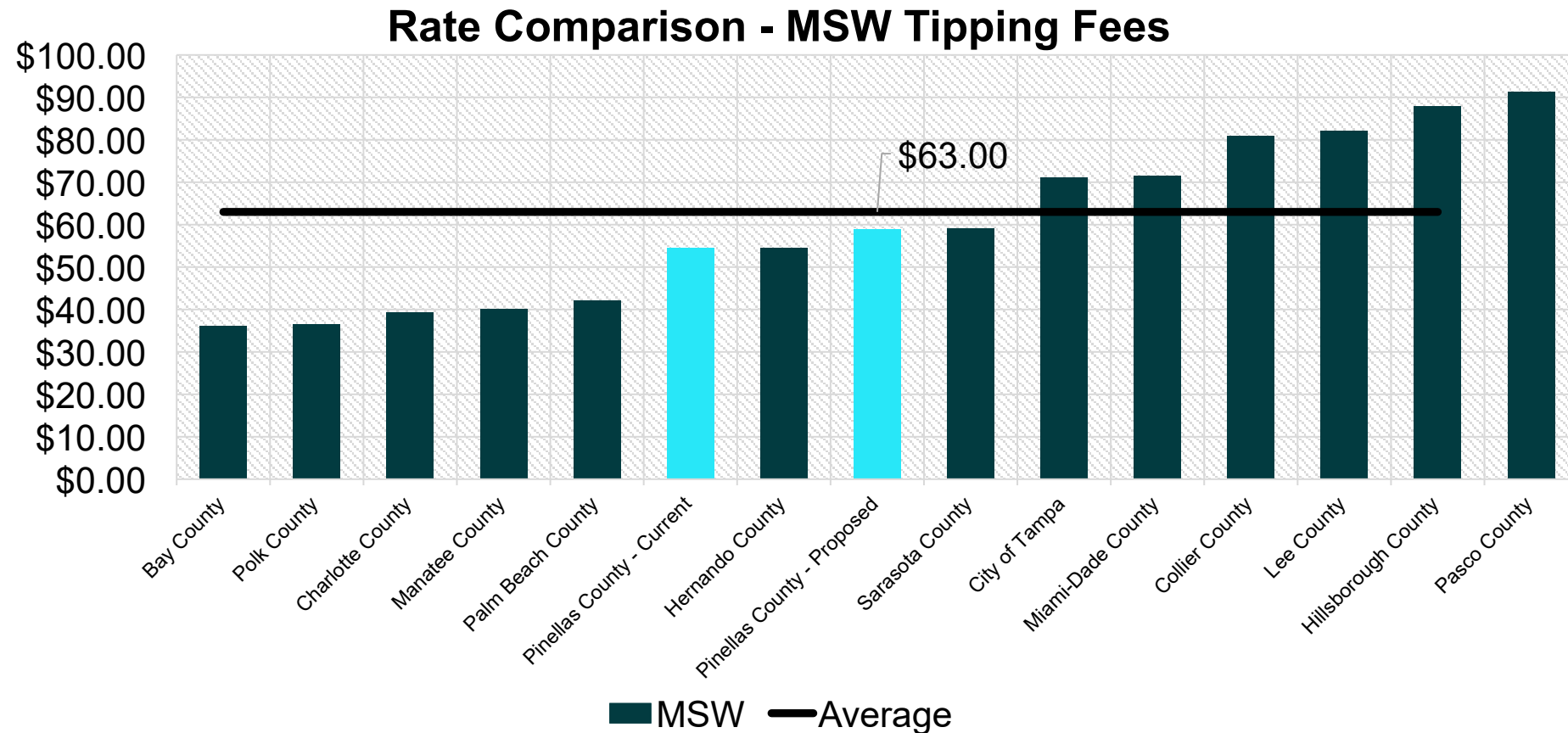


Tip Fee Recommendations

	Adopted		Identified	
	2025	2026	2027	2028
Rate Adj. (%)		8.00%	8.00%	8.00%
Tip Fee (\$)	\$54.50	\$58.86	\$63.57	\$68.65
Change (\$)		\$4.36	\$4.71	\$5.08

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MSW TIPPING FEE COMPARISON



THANK YOU!
DISCUSSIONS AND QUESTIONS



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

Agenda Report

Agenda Title Name: Presentation- Budget Calendar FY25-FY26

Action Request:

Strategic Objective: Internal Operations

Date: April 8, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: This item seeks the Commission to the review of the Fiscal Year (FY) 2026 Budget Calendar and the proposed scope of work for the Finance Budget Review Committee. The objective is to ensure that the calendar aligns with necessary deadlines and provides sufficient time for review, discussion, and approval of the FY 2026 budget.

The review will involve a thorough analysis of key milestones, dates and deliverables outlined in the calendar, as well as a detailed examination of the tasks proposed to be assigned to the Budget Review Committee. The outcome of this will inform any necessary adjustments or recommendations to optimize the budgeting process, enhance coordination among stakeholders, and ensure compliance with all legal and procedural requirements.

Funding: To be carried out in the FY2026 Budget

Attachments: 1. SPB 25-26 Budget Calendar



FY26 Budget Calendar and Finance Budget Committee Scope of Work Recommendation

Devon Schmidt, Finance Director
Strategic Alignment: Internal
Operations

Why is the Budget One of the Most Important Item the Commission Approves Every Year?

The Budget Defines Spending Limits	Sets annual spending limits for City services
	Essential for performing services and completing capital projects
Reflects Commission Goals and Community Priorities	Aligns with the goals of the City Commission
	Incorporates community needs and priorities
Storytelling for City Plans	Describes what the City plans to accomplish within a one-year term
	Highlights key projects and services for the year
Foundation for All Services and Projects	All services and capital projects are initiated through the budget
	Budget is the starting point for planning and implementation

FY26 Budget Calendar- Staff

Due Date	Task Description
4/9/2025	Department heads or designee prepare and submit Next Year Capital Budget Forms for approval
4/25/2025	Finance Director prepare Budget Workshop Deliverable #1 - Fund Balance/Net Position "Reserve" Analysis and Preliminary Capital Improvement Plan Overview
4/25/2025	Finance Team prepares Budgeted Position Control Management and Budgeted Benefits Management
5/30/2025	Department heads review and approve Next Year Personnel Forms
5/30/2025	Department heads update Next Year Capital Forms as needed, based on results of Budget Workshop #1
6/9/2025	Finance Director prepare Budget Workshop Deliverable #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview
6/20/2025	Department heads prepare and submit Next Year Operating Expense Detail Forms and Next Year Expense Forms
6/20/2025	Finance Team (with help from various departments, as needed) prepares and submits Next Year Revenues Forms
7/3/2025	Finance Director prepare preliminary budget book
7/23/2025	Department heads update budget forms (capital, operating, expense, revenue) as applicable, based on results of Budget Workshop #3 and in collaboration with Finance Director and City Manager
7/25/2025	Finance Director prepare Budget Workshop Deliverable #4 - Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes
7/30/2025	Finance Director submit DR-420 and provide Property Appraiser with copy of completed submission
8/8/2025	Department heads update budget forms (capital, operating, expense, revenue) as applicable, based on results of Budget Workshop #4 and in collaboration with Finance Director and City Manager
8/13/2025	Finance Director prepare Budget Workshop Deliverable #5 - Tentative Budget Book & Summary of Changes From Previous Version
9/3/2025	Finance Director prepare and submit agenda memos and ordinances for 1st reading and public hearing of millage rate and budget adoption. Finance Director coordinate with Tampa Bay Times for newspaper advertisement of 2nd public hearing on millage and budget adoption
9/17/2025	Finance Director prepare and submit agenda memos and ordinances for 2nd reading and public hearing of millage rate and budget adoption
9/29/2025	Finance Director provides the signed millage and budget adoption ordinances to TRIM, PCTC Tax Roll Support, and P
10/3/2025	Finance Director completes and submits online the Form DR-422 and TRIM compliance package via the OASYS E-po

Staff Recommended Scope for Finance Budget Review Committee



Purpose: Provides recommendations to the City Commission on financial budget matters, in accordance with the City's Charter.



Process: Committee's responsibilities carried out through budget workshops and reviews.



Advisory Role: Acts as an advisor, offering recommendations without regulatory or policy oversight.



Objective: Ensures budget process is transparent, efficient, and aligned with community priorities.

Proposed- Finance Budget Review Committee Meetings /Work Plan

Meeting Date	Finance Budget Review Committee Description
4/30/2025	Finance Budget Committee Review and make recommendation Budget Workshop #1 - Historical financial overview, reserve analysis, initial capital improvement plan presentation
6/9/2025	Finance Budget Committee Review and make recommendation Budget Workshop #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview
7/2/2025	Finance Budget Committee Review and make recommendations for Budget Workshop #3 on Preliminary Budget and Fund Summary
7/28/2025	Finance Budget Committee Review and make recommendation to Commission for Budget Workshop #4 Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes
8/18/2025	Finance Budget Committee Review and make recommendations to Commission for Budget Workshop #5 Tentative Budget Book & Summary of Changes From Previous Version

FY26 Commission Budget Workshops & Community Engagement

Meeting Date	Commission Meeting Description
Wednesday, April 30, 2025	Budget Workshop #1 - Historical financial overview, reserve analysis, initial capital improvement plan presentation
Thursday, June 12, 2025	Budget Workshop #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview
Wednesday, July 9, 2025	Budget Workshop #3 - Preliminary Budget Document
Wednesday, July 30, 2025	Budget Workshop #4 - Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes
Wednesday, August 20, 2025	Budget Workshop #5 - Tentative Budget Book & Summary of Changes From Previous Version
Wednesday, September 10, 2025	Millage & Budget Adoption - First Public Hearing
Wednesday, September 24, 2025	Millage & Budget Adoption - Second Public Hearing



Questions?

DRAFT
City Commission Meeting
March 25, 2025
6:00 p.m.

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Frances Robustelli, City Manager
Ginny Keeter-Bodkin, Acting City Clerk
Camden Mills, Public Services Director
Laura Canary, Community Development Director
Mandy Edmunds, Acting Recreation Director
Jill Sassone, Human Resources Director

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

1. PRESENTATIONS

a. March 11, 2025 Election Results

Acting City Clerk Keeter-Bodkin read the Pinellas County Supervisor of Elections Canvassing Board Certified Results for the March 11, 2025 Municipal Election for District 2 into the record. A copy of the results is part of the record. Vice Mayor Moholland ran unopposed in District 4.

2. APPROVAL OF THE AGENDA

City Manager Fran Robustelli requested to remove Consent Item 4.d. as CABA is contemplating a different event, and to add, under the Declaration of Local Emergency, an Action Item to approve a Service Agreement with Cotton Global Disaster Solutions in the amount of \$2,155,702.81 for various city repairs and damage from Hurricane Milton and authorize the City Manager to execute (would become 6.a.).

Mayor Petrila asked to postpone action items 6. a., b., and c. to April 8, 2025, when the full Commission is present.

Commission Robinson asked to add four discussion items - extending the end date of the waiver of permit fees, Code Enforcement working on weekends or being on call, the highest and best use of Finance and Budget Committee, and Lobbyist Reporting from the City's hired lobbyist, Shumaker, as discussion items 7 b. – e.

Interim City Attorney Ralf Brookes announced that he will have three shade meetings to announce in Reports.

Motion: Commissioner Marriott moved, Commission Rzewnicki seconded, and the motion carried 5-0 to approve the March 25, 2025 City Commission Agenda as amended.

2. HELENE AND MILTON RECOVERY EFFORTS – STANDING AGENDA ITEM

a. Presentation: Helene and Milton Recovery Efforts

Laura Canary, Community Development Director provided an update on Hurricane Helene and Milton Recovery

Efforts; her presentation is part of the meeting record.

Commissioner Rzewnicki provided the due date for applications for Elevate Florida as April 11, 2025 at 7:00 p.m. EST. There will be additional webinars by the State. Commissioner Robinson asked for clarification on HVAC elevation requirements for storm damage and stressed the urgency; Ms. Canary will follow up. Vice Mayor Moholland inquired about permitting and Pinellas County HUD funding. City Manager Frances Robustelli reported attending a County presentation at the Big C meeting and learned that CDBG funding does have income restrictions and that infrastructure is an included category. Community Development is organizing a group to attend a County community meeting.

b. Capital Improvements and Infrastructure Maintenance

Camden Mills, Public Services Director, provided an update on Capital Improvements and Infrastructure Maintenance. His presentation is part of the meeting record.

3. PUBLIC COMMENT

Resident John Kurzman of Bahia Honda Way commented on the beach ordinance.

Resident Deborah Schechner commented on storm recovery visibility and pump stations.

Resident Linda Lewallen of 2802 Pass-a-Grille Way commented on the Comprehensive Plan Community meeting, home sizes, and the density and scale at the Corey Landings property.

4. CONSENT

- a. Commission Meeting Minutes: March 10, 2025, Executive Session and 6:00 p.m. Regular Meeting
- b. Proclamations - Renewal State of Local Emergency – Hurricane Helene Approval of Extension 26
- c. Proclamations - Renewal State of Local Emergency - Hurricane Milton Ratify Extension 24 and Approval of Extension 25
- d. ~~Approval of the Special Event permit request with street closure and alcohol consumption for the Corey Avenue Business Association Seafood Festival on May 16-May 18, 2025 removed~~
- e. Approve the contract with TK Elevator in the amount of \$418,028.92 for the modernization of the elevators at Fire Station 23 and Community Center and authorize the City Manager to execute the agreement.
- f. Approve Change Order 1 to add the Public Services elevator Modernization to the scope of work with TK Elevator in the amount of \$152,342.80 and authorize the City Manager to execute the agreement.
- g. Motion to approve Grant Agreement No. L0110 with the State of Florida Department of Environmental Protection (FDEP) in the amount of \$625,000.00 for Don CeSar neighborhood stormwater outfall structures and authorize the City Manager to execute the Agreement.

City Manager Robustelli read into the record five questions and answers regarding the elevator modernizations that had been shared with the Commissioners via email; the email is part of the meeting record.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the amended March 25, 2025, City Commission Consent Agenda.

Vice Mayor Moholland recessed the meeting at 7:09 p.m. and reconvened at 7:15 p.m.

6. ACTION ITEMS

a. Election of Vice Mayor

Continued to the April 8, 2025 City Commission meeting.

b. Appointments/Re-appointments to the City of St. Pete Beach Advisory Boards and Committees

Continued to the April 8, 2025 City Commission meeting.

c. Appointments to Outside Agencies

Continued to the April 8, 2025 City Commission meeting.

a. Hurricane Milton Facility Repairs - Agreement with Cotton Global Disaster Solutions (added)

City Manager Robustelli read into the record the text of the agenda report for this added item, which seeks approval for a Service Agreement with Cotton Global Disaster Solutions in the amount of \$2,155,702.81 for various city repairs and damage from Hurricane Milton. The agenda report is part of the meeting record. City staff has worked with Cotton Global Disaster Solutions under the current Executive Order for mitigation and remediation, damage assessment, FEMA site inspections, insurance coordination, and construction scopes of work for all damages facilities. City staff requested approval of the facilities repairs service agreement prior to the expiration of the Executive Order extension for Hurricane Milton on March 31, 2025 to avoid further delays in restoring internal operations.

Public Services Director Mills answered Commission questions.

Motion: Commissioner Marriott moved, and Vice Mayor Moholland seconded to a to approve the service agreement with Cotton Global Disaster Solutions, in the amount of \$2,155,702.81 for various City facilities repairs damaged by Hurricane Milton and authorize the City Manager to execute the service agreement. The motion carried 5-0.

6. RESOLUTIONS

a. Adoption of Resolution 2025-07

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PASS-A-GRILLE COMMUNITY CHURCH, INC., DOING BUSINESS AS THE MONTESSORI BY THE SEA SCHOOL, FOR THE PURPOSE OF ACCEPTING PARTIAL FUNDING FROM THE SCHOOL TOWARDS THE PURCHASE OF PLAYGROUND EQUIPMENT AT HURLEY PARK, LOCATED AT 1501 PASS-A-GRILLE WAY WITHIN THE CITY OF ST PETE BEACH AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PROJECT INNOVATIONS, INC FOR CONSTRUCTION OF THE PLAYGROUND.

Acting Recreation Director Mandy Edmunds reviewed a presentation on the agreement, which is part of the meeting record. Ms. Edmunds answered Commission questions.

Resident Denise Chase of 46th Avenue expressed her gratitude for this project.

Resident Deb Schechner commented favorably about the project and the need for green space.

The Commissioners shared their opinions.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to adopt Resolution 2025-07.

b. Resolution 08-2025 Limited Duration Temporary Agreement for the purpose of hiring 7 Permit Technicians

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE PERSONNEL RULES AND REGULATIONS FOR LIMITED DURATION TEMPORARY EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

Human Resources Director Jill Sassone explained the proposed classification for Limited Duration Temporary Employees; she read the policies and financial implications, which were included in the meeting packet. Ms. Sassone and Ms. Robustelli answered Commission questions.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to adopt Resolution 2025-08: Limited Duration Temporary Employment.

7. ITEMS FOR DISCUSSION

a. Report on City Clerk Vacancy (with possible action)

City Manager Robustelli reviewed the search process to date and provided an update on candidates. The position remains posted. The recruiter continues to take applications. She asked the Commission for direction and proposed options to choose a candidate to move forward with or continue interviews.

The Commission shared their opinions. Consensus was to keep the position open longer.

b. Extending the end date of the waiver of permit fees (added)

City Manager Robustelli recommended placing this on the April 8th agenda to have data and projections available.

c. Code Enforcement working on weekends or being on call (added)

Commissioner Robinson has received resident complaints regarding the Sheriff's Office staff handling noise complaints. The City Manager will circle back with staff regarding this and report back in an upcoming meeting.

d. Finance and Budget Review Committee (added)

Commissioner Robinson suggested that with a new Finance Manager on board, there may be an opportunity to better utilize this Committee. The City Manager will follow up.

e. Shumaker, City Lobbyist Reporting (added)

Commissioner Robinson expressed disappointment upon seeing HB 943 from the Legislature and would appreciate more timely reports from City lobbyist Shumaker. The City Manager has requested monthly reports and more frequently when the Legislature is in session.

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

Ginny Keeter-Bodkin, Acting City Clerk - Reminders of City Commission Priority Workshop on Saturday, April 12th at 9:00 a.m. and a Community Meeting from 5:30 – 7p.m. on Monday, April 14th, both in Chambers.

Frances Robustelli, City Manager - commented that based upon previous productive meetings which allowed dialogue between the elected officials and community, she proposed community meetings vs. workshops for items such as noise and freebee ordinances, to be more casual and less structured and asked for feedback, Community meetings might be more productive than workshops so that community may add comments. There were no objections.

Interim Attorney Brookes – informed the Commission of proposed HB 1535 which would prohibit local governments within 100 miles of Hurricane Helene and Milton landfall from adopting Comp Plan amendments or land development regulations that are more restrictive or burdensome and would prohibit moratoriums. The Bill would be retroactive back to August 2024 until 2027.

Attorney Brookes requested three Executive Sessions on three litigation cases for Tuesday, April 8, 2025 at 4:30 p.m., pursuant to 286.011(8)(a), which he read, related to settlement negotiations or strategy sessions related to litigation expenditures for cases:

SEAMARK, INC., and PROTECT ST. PETE BEACH ADVOCACY GROUP, and KEN BARNES v. CITY OF ST. PETE BEACH, FLORIDA and CP ST. PETE, LLC, 6th Judicial Circuit Case Number 24-000008-AP

SEAMARK, INC., and PROTECT ST. PETE BEACH ADVOCACY GROUP, and KEN BARNES v. CITY OF ST. PETE BEACH, FLORIDA and 5500-5600 GULF BLVD. IG LLC,; 5700 GULF BLVD. BR LLC; 5750 GULF BLVD. CR LLC,; REEF RESORT CONDOMINIUM ASSOCIATION, INC., and 6000 GULF BLVD. SP LLC 6th Judicial Circuit Case Number 24-000012-AP

Red, White & Booze, LLC, a Florida limited liability company, Charles L. Collom, and Helen Collom v. City of St. Pete Beach, Florida, Middle District of Florida, Tampa Division, Federal Case No. 8:23-cv-2704-KKM-AAS

The Mayor and Commissioners indicated their availability for that date and time.

Vice Mayor Moholland - no report.

Commissioner Rzewnicki - shared dates for neighborhood/community meetings: 3/27 at 6:00 p.m., Lido Beach and Boca Ciega Communities; neighborhood 4/10 Belle Vista neighborhood at 7 p.m.; 4/24 at 6:00 p.m. Don CeSar neighborhood to discuss seawalls and resiliency.

Commissioner Robinson – announced that she is working with the Library on her meeting hours.

Commissioner Marriott – reported on positive comments from tourists; staff has done a good job making the City look better despite remaining damage and slow progress. Residents are slowly returning.

Mayor Petrila - no report.

Vice Mayor Moholland adjourned the meeting at 8:24 p.m.

MINUTES APPROVED:

GINNY KEETER-BODKIN
ACTING CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Approval of the Special Event permit request with street closure and alcohol consumption for the Corey Avenue Business Association 30th Anniversary Party on May 17, 2025.

Action Request: City staff is requesting approval of the Special Event permit application, including the street closures and alcohol consumption.

Strategic Objective:

Date: April 8, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: This agenda item concerns the approval of a Special Event permit for the Corey Avenue Business Association (CABA) to host the 30th Anniversary Party and Grand Re-opening of Corey Avenue businesses on May 17, 2025.

Key details of the request include:

- Event setup: 2:00 PM – 3:00 PM
- Event hours: 3:00 PM – 10:00 PM
- Cleanup: 10:00 PM – 12:00 AM
- Street closures:
 - Corey Avenue between Gulf Blvd and Boca Ciega Dr
 - Blind Pass Rd between 75th Ave and 73rd Ave
- Event activities: Live bands with staging, vendors, and food/beverage tents
- Alcohol consumption request included
- Same street closure footprint as the Corey Avenue Sunday Market
- Permit fees to be assessed - Sheriff, EMS, permit fee

City staff is requesting approval of the permit, including the street closures and alcohol consumption provisions.

Funding:

Attachments:

1. CABA 30th Anniversary Party



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Ken Hautmann Title (if applicable): President

Name of Organization (if applicable): Corey Avenue Business Association (CABA)

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO *If yes on either, please provide documentation*

Mailing Address: 363 Corey Avenue, St. Pete Beach, FL 33706

Cell Phone: 727-698-6014 Email: ken@chillstpetebeach.com

Event Information

Event Title: CABA 30th Anniversary Party/Corey Grand Reopening Event/Organization Web Address: coreyave.com

Event Location(s): Corey Avenue between Boca Ciega Drive and Blind Pass

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
May 16th 2025	Saturday	3:00 PM	10:00 PM
<u>17th</u>			

Set Up Date(s): Saturday May 17th, 2025 Time(s) 2:00 PM to 3:00 PM

Cleanup Date(s): Saturday May 17th, 2025 Time(s) 10:00 PM to 12:00 AM

Description of Event: Street Party to celebrate the 30th Anniversary of the Corey Area Business Association
and the grand reopening of Corey Avenue

Will this be an Annual Event? ☐ Yes ☒ No If yes, next year's date(s): _____

Event Logistics

Estimated Attendance

500

500

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3 hours): \$25.00

List all event activities: _____

Electricity Needed ☒ Yes ☐ No Source: City electric boxes on Corey AvenueWill portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per locationWill Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) DJ from 3pm to 6pm and Live entertainment (band TBD) from 7pm to 10pm

Parking Plan (please be detailed and include on site map): See Attached. Ride Sharing will be encouraged

Food and Beverage:Will alcohol be served or sold? ☒ Served ☐ Sold ☐ No AlcoholWill there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) _____

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.
16 foot Trailer stage

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FPPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐ Yes

☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes

☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
Corey Avenue	Blind Pass	Boca Ciega Blvd	March 15 th 2025 17 th	2PM to 12am
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

8 Barricades

 Cones

20 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

Ken Hautmann

Print Name

CABA

Corporation Name (if applicable)

Signature

February 16th 2025

Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

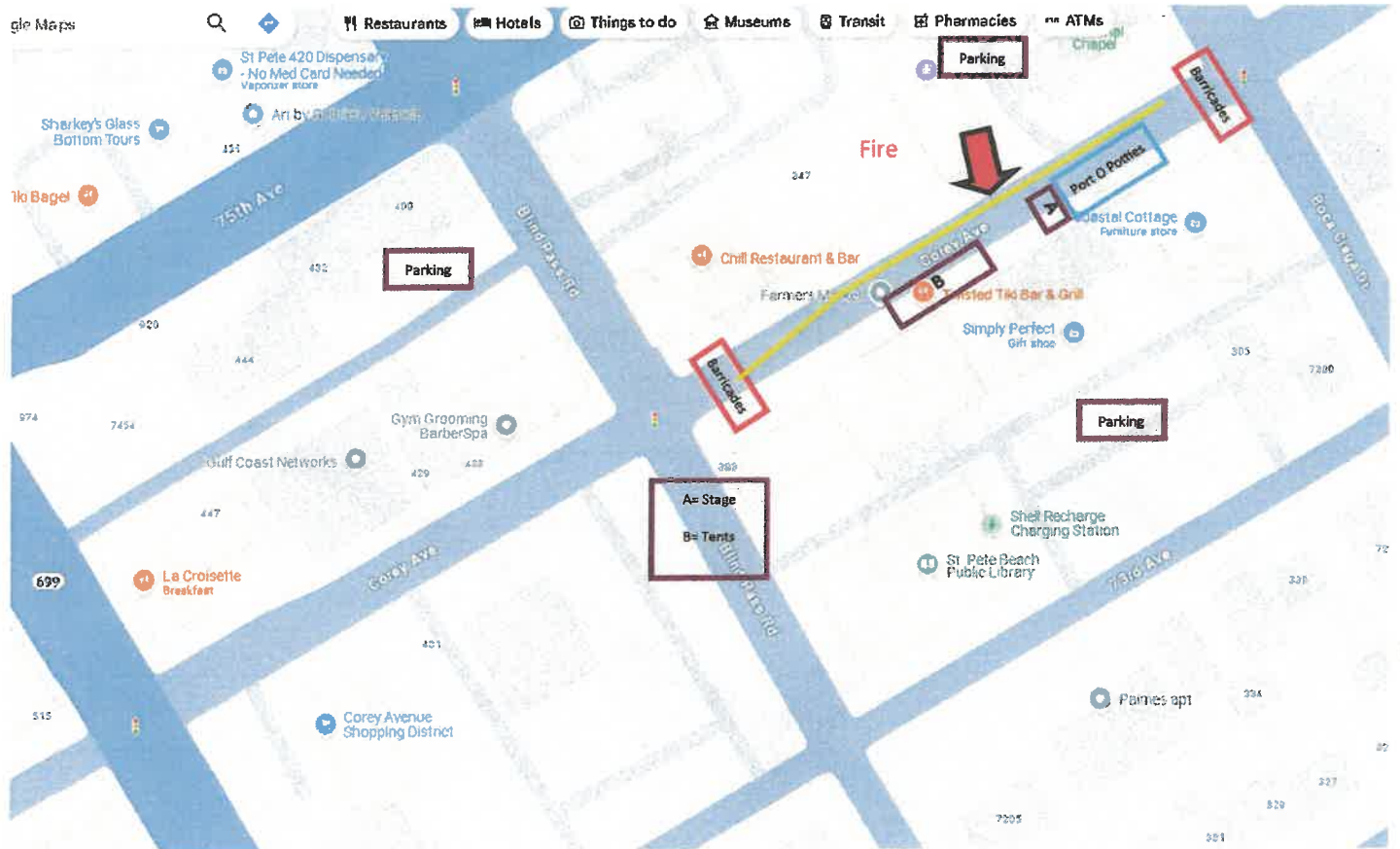
Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

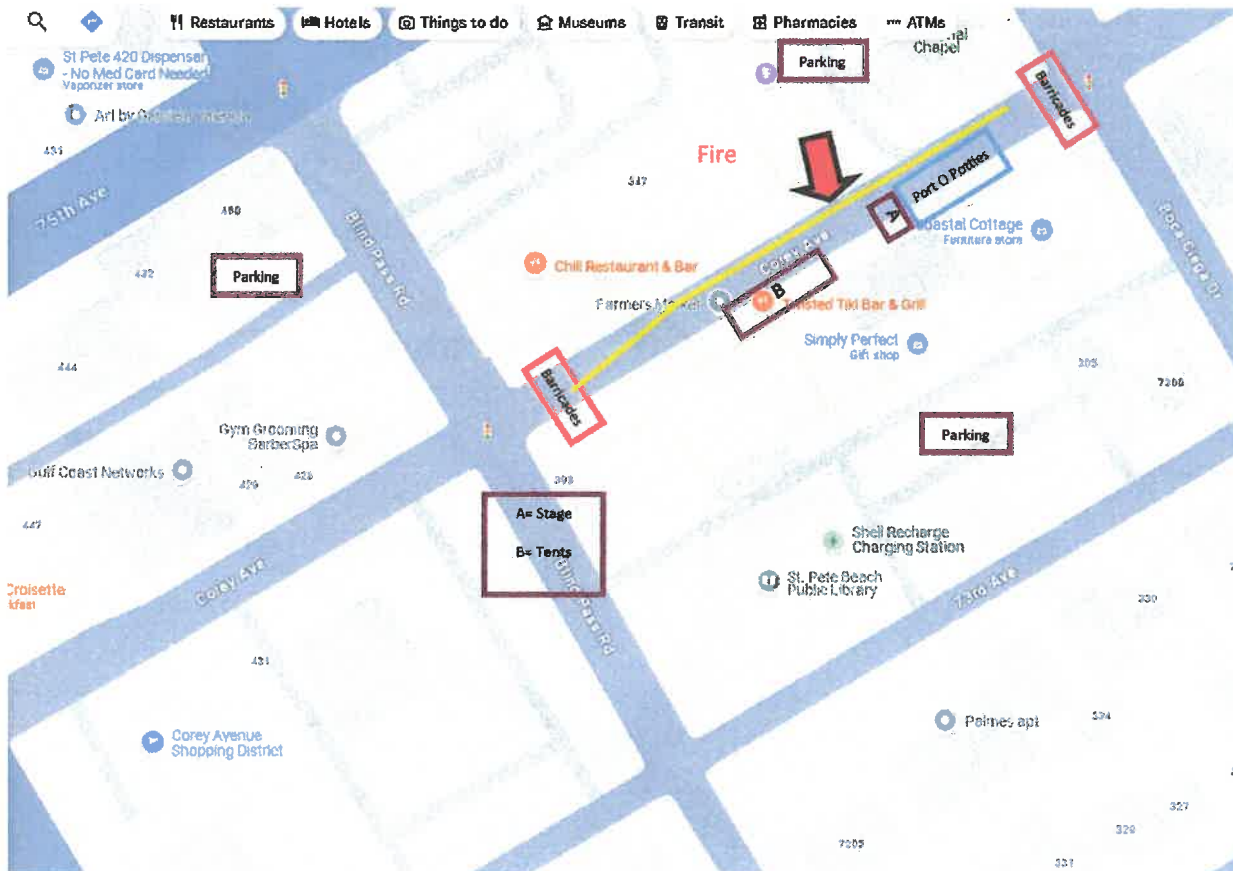
OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15. Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)





CITY OF ST. PETE BEACH
HOLD HARMLESS AGREEMENT AND RELEASE
FOR SPECIAL EVENT AND STREET CLOSURE PERMITS

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH (hereinafter "CITY") and Greg Ara Business Assoc. (hereinafter "Permit Holder"). The City and Permit Holder together shall be referred to as the "parties."

WHEREAS, Permit Holder desires to host Special Event or Street Closure activities as provided by the CITY; and

WHEREAS, Permit Holder desires to host said activities and acknowledges that it may be subject to risks; and

WHEREAS, Permit Holder is willing to host said activities and agrees to hold the CITY harmless.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.
3. Permit Holder hereby releases and discharges the CITY, its members, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from participation in said activities.
4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.

6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.

7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.

8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.

9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

10. 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 in the same instrument.

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

Permit Holder

City of St. Pete Beach:

Signature:



Signature: _____

By:

Ken Haertman

By: _____

Date:

2/13/2025

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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
WWW Insurance, LLC
300 First Avenue South
Fifth Floor
St. Petersburg FL 33701

CONTACT NAME: Certificates

PHONE (A/C, No, Ext): 727-522-7777

FAX (A/C, No): 727-521-2902

E-MAIL ADDRESS: certificates@w3ins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance Company

18988

INSURED
Corey Area Business Association Inc
P O Box 67393
St Pete Beach FL 33736

COREARE-01

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1451844015

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 SUBR INSD 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:	Y	20441246	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 \$
	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 \$ \$
	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/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)
City of St. Pete Beach is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

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

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

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ACORD 25 (2016/03)

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
COREY AREA BUSINESS ASSOCIATION, INC.

Filing Information

Document Number	744269
FEI/EIN Number	65-0048420
Date Filed	09/14/1978
State	FL
Status	ACTIVE

Principal Address

363 Corey Avenue
St. Pete Beach, FL 33706

Changed: 04/18/2024

Mailing Address

PO Box 67393
St. Pete Beach, FL 33706

Changed: 05/13/2024

Registered Agent Name & Address

Hautmann, Ken, President
363 Corey Avenue
St. Pete Beach, FL 33706

Name Changed: 04/18/2024

Address Changed: 04/18/2024

Officer/Director Detail

Name & Address

Title President

Hautmann, Ken
363 Corey Avenue
St. Pete Beach, FL 33706

Title VP

Simply Perfect , Roberta , Caan
326 Corey Avenue
St Pete Beach, FL 33706

Title Treasurer

Nowak , Elzbieta
350 Corey Avenue
St Pete Beach, FL 33706

Title Secretary

Williams, Robert
336 Corey Avenue
St Pete Beach, FL 33706

Annual Reports

Report Year	Filed Date
2023	06/13/2023
2024	04/18/2024
2024	05/13/2024

Document Images

05/13/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2024 -- ANNUAL REPORT	View image in PDF format
06/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
06/13/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/12/2021 -- ANNUAL REPORT	View image in PDF format
06/16/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
04/05/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
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[03/05/1996 -- ANNUAL REPORT](#)
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**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Approval of the Special Event permit application request with street closure for Pass-A-Grille Community Church Sunrise service on April 20, 2025.

Action Request: Request to approve the Special Event Permit application with street closure for the Pass A Grille Community Church Sunrise Service on April 20, 2025.

Strategic Objective:

Date: April 8, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: This agenda item pertains to the approval of a Special Event permit application for the Pass A Grille Community Church's Easter Sunrise Service event on April 20, 2025. The event setup will commence at 5:00 AM, with the service beginning at 6:30 AM and concluding by 10:30 AM.

Key details of the request include:

- Placement of 800 chairs on Pass A Grille Way for the Easter Sunrise Service.
- A 6x8 platform on the sidewalk serving as the minister's stage.
- An additional Easter Worship Service at 8:30 AM with 200 chairs set up on 16th Avenue in front of the church.
- Street closures on Pass A Grille Way between 9th and 11th Avenue and on 16th Avenue to accommodate the event.
- Permit fees to be assessed: permit fee; Sheriff and EMS waived for this event due to scope of the event

City staff is seeking approval for this request, including the street closures.

Funding:

Attachments:

1. PAG Community Church - Sunrise Service - April 2025

April 20

Mandy Edmunds

From: noreply@civicplus.com
Sent: Saturday, March 15, 2025 12:13 AM
To: Mandy Edmunds; Kelly Intzes; Amber LaRowe
Subject: Online Form Submittal: City of St. Pete Beach Event Application

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

City of St. Pete Beach Event Application

Step One



To Commission 4/8

- Street closure

Permit . \$100

Sheriff. waived

Ems.

No alcohol consumption
No site plan review

City of St. Pete Beach Event Application

Applicant

Name of Applicant: Madaline Ales

Title (If applicable:): Sunrise Service Chair

Name of Organization (if applicable): Pass A Grille Community Church

Tax Exempt? (Yes or No) yes

Non-Profit? (Yes or No) yes

If yes on either please provide documentation

Mailing Address: 107 16th Ave St Pete Beach, Florida 33706

Cell Phone: 7274807400

Email Address: Males1@aol.com

Event Information

Event Title: SUNRISE SERVICES

Event/Organization Web Address: WW.PAGCHURCH.ORG

Event Location(s): 6:30 am Service PASS A GRILL WAY between 9th and 11th Ave
8:30 am Service 16th Avenue

Event Date & Time (Start & Finish) 4/20/2025 5:00 AM - 4/20/2025 8:00 AM

Event Date & Time (If extra time is necessary) 4/20/2025 6:30 AM - 4/20/2025 10:30 AM

Event Date & Time (If extra time is necessary) *Field not completed.*

Set Up Date: 4/20/2025 5:00 AM

Cleanup Date 4/20/2025 7:30 AM

Description of Event: 6:30 Easter Sunrise Service - 800 chairs set up on Pass A Grille Way for Easter Church Service. 1 6x8 platform on sidewalk for minister's stage. Barricades needed to block street access during set up and service
8:30 Easter Worship Service - 200 chairs set up on 16th Ave in front of church. with barricades on either end

Will this be an Annual Event? (Yes or No) yes

If yes, next year's date(s): April 5, 2026

Step Two

Event Logistics

Estimated Attendance 1000
This Year:

Last Years Attendance (If 1300
applicable):

Under City Ordinance Section 26-33 any special event which is consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3
hours): \$50.00

Special event fire vehicle per hour per vehicle (minimum of 3
hours): \$25.00

List all event activities: Worship Service

Electricity Needed: (Yes Yes
or No)

Source: Extension cord connected to PAG Parishioners Gift shop business
on PAG Way and 10th

Will portable restrooms no
be used? (Yes or No)

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? no
(Yes or No)

If yes (include on site plan)

If Dumpsters are needed, na
how many?

Size? Field not completed.

Install & Removal Date	<i>Field not completed.</i>
Entertainment? (Detail type, bands, DJs, dancers, clowns, etc)	<i>Field not completed.</i>
Parking Plan (please be detailed and include on site map):	Parking will be on side streets on PAG Way, 8th, 9th and 10th.

Food and Beverage:

Will alcohol be served or sold?	No Alcohol
Will there be food trucks?	No
If yes, please list the truck/trailer vendors	<i>Field not completed.</i>
Other Food Vendors that are not a truck or trailer (If applicable)	<i>Field not completed.</i>

Step Three

List all other vendors (art, crafts, clothes, etc, if applicable):	none
--	------

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents:	none
Stage/Platforms:	one 6x8 approx 8 inches high platform for minister's stage on sideway intersection of 10th and PAG way

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and

information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? (Yes or No)

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures? (Yes or No)

Road PAG WAY

Start Intersection 8TH AVE

Stop Intersection 10TH WAY

Date & Time 4/20/2025 5:00 AM - 4/20/2025 8:00 AM

Road 16TH AVE

Start Intersection PAG WAY

Stop Intersection BEACH DRIVE

Date & Time 4/20/2025 6:00 AM - 4/20/2025 10:00 AM

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Signage/Banners: BANNER Don CeSar wall at Gulf Blvd and Bayway intersection
(traffic light)
BANNER at Horan Park

City Equipment:

Please indicate the number needed for your event, if none, please put a zero (0).

Barricades 10

Cones 10

Trash Bins 2

Document Upload [Chair Setup Diagram 1100.pdf](#)

Step Four

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

First Name Madaline

Last Name	Ales
Electronic Signature Agreement	I agree.
Electronic Signature	Madaline A Ales
Date:	March 13,2025
Corporation Name: (if applicable)	PAG Community Church

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type	
IIB	Type III				
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-					
500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-					
999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.
Vehicle on the Beach permits is \$15.

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

Step Five

City of St. Pete Beach Event Application Checklist

– Application will be sent back to applicant if all the highlighted information is not provided.

Please Include:

Site Plan: Maximum Size of 8.5" x 11" including the following information

- ☐ Location of food vendor area (s)
- ☐ Tent locations and sizes
- ☐ Location of food truck/trailers
- ☐ Location of stage
- ☐ Fuel storage/dispensing areas
- ☐ Emergency access routes for LEO and Fire
- ☐ Location of vending booths
- ☐ Location of fire extinguishers & other life safety equipment
- ☐ Description of sound amplification facilities or equipment
- ☐ Location of alcoholic beverage consumption areas and vending
- ☐ Location of Generators
- ☐ Identify any fences/gates around the event
- ☐ Table, chair and equipment layout
- ☐ Location of portable restrooms
- ☐ Location of designated protest area (if applicable)

Traffic & Parking Plan w Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

Public Health Plan: Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.

Safety Plan that includes vendor load in and out times

Certificate of Insurance

Copy of Impact Letter if closing streets for an event

Written authorization from all private properties that are included in the event plan (if applicable)

Outdoor Cooking Permit Application (if applicable)

Temporary Structure Permit Application (if applicable)

Building Permit Application (if applicable for stages)

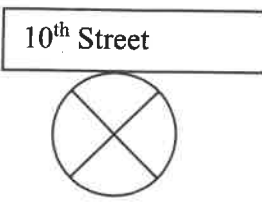
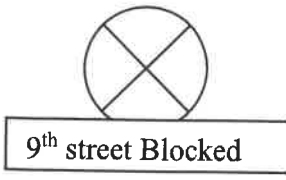
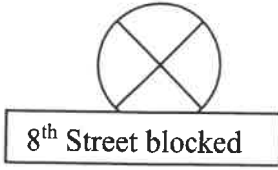
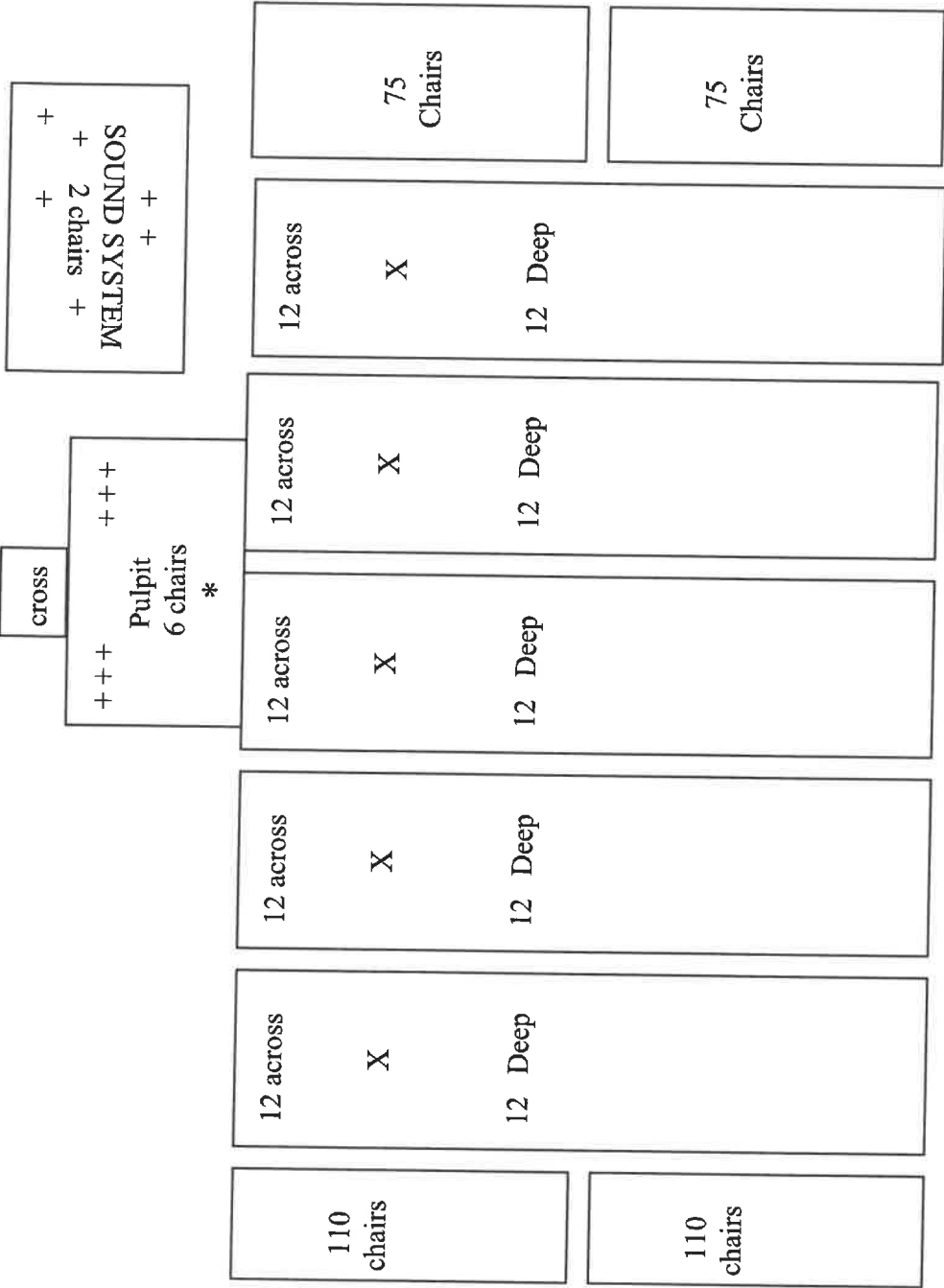
Vehicle on the Beach Permit Application (if applicable)

☐ Beach Fire Permit Application (if applicable)
☐ Tax Exempt Documentation (if applicable)
☐ Non-Profit Documentation (if applicable)

Email not displaying correctly? [View it in your browser.](#)



BOX TRUCKS PARKING



Mandy Edmunds

From: Fallahee, Terrance <tfallahee@pcsonet.com>
Sent: Tuesday, March 25, 2025 2:47 PM
To: Mandy Edmunds
Subject: Re: Special Event application - Sunrise Service

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

I don't think law enforcement presence would be necessary for this but if they want it we can talk about it.

Sent from my iPhone

On Mar 25, 2025, at 2:37 PM, Mandy Edmunds <aedmunds@stpetebeach.org> wrote:

Hi Madelyn

I received your application for special event on April 20. We will need to add this event to Commission agenda on April 8th for street closure approval. Can you please send me a copy of your certificate of insurance and hold harmless agreement to add to the agenda report? Street closures require Commission approval, and the event permit fee will be \$200 based on the anticipated number of attendees. Sheriff and EMS may be required as well. I have copied them on this email to verify if services are needed and if so, what the cost will be. If you have any questions, please reach out. Thank you.

<image001.png>

Mandy Edmunds

Interim Recreation Director

Recreation Department | City of St. Pete Beach

<image002.png> 727-363-9246
<image003.png> aedmunds@stpetebeach.org <image006.jpg>
<image004.png> www.stpetebeach.org
<image005.png> 7701 Boca Ciega Dr, St. Pete Beach FL 33706 <image007.png> <image008.png> <image009.png>

The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

<SKM_C450i25032514310.pdf>

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

Agenda Report

Agenda Title Name: Move to approve the Services Agreement with Golf Coast Construction, LLC, in the amount of \$459,000 for beach access dune walkovers at 2nd, 3rd, 4th, 6th, 7th, 51st, and 52nd Avenues and authorize the City Manager to execute the Services Agreement.

Action Request: I move to approve the Services Agreement with Golf Coast Construction, LLC, in the amount of \$459,000 for beach access dune walkovers at 2nd, 3rd, 4th, 6th, 7th, 51st, and 52nd Avenues and authorize the City Manager to execute the Services Agreement.

Strategic Objective: Community & Neighborhoods

Date: April 8, 2025

Prepared By: Camden Mills, Public Works City Engineer

Through: Frances Robustelli, City Manager

Summary of Issue: Several beach dune access walkovers are in need of replacement. The walkovers at 4th, 6th, and 7th Avenue were damaged by Hurricane Idalia. The walkovers at 2nd and 3rd Avenues were damaged by Hurricane Helene. The walkovers at 51st and 52nd Avenues were scheduled for replacement in the Fiscal Year 2025 Capital Improvement Plan.

A request for bid for surveying, engineering, permitting, and construction services was advertised, and three proposals were received. Golf Coast Construction, LLC responded with the lowest qualified bid.

1. Golf Coast Construction, LLC: \$459,000.00
2. Marharex Contracting: \$553,449.69
3. Tampa Bay Marine: \$697,695.00

Funding: FEMA Public Assistance reimbursements
GL 301-0032 Dune Crossover Replacements
(balance \$254,581.99)

Attachments:

1. Signed Agreement Beach Access Dune Walkovers
1-29-2025

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Beach Dune Access Walkovers 2nd, 3rd, 4th, 6th, 7th, 51st and 52nd Avenues

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Golf Coast Construction, LLC. (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 \$459,000.00.
- 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 one (1) year 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:

Golf Coast Construction, LLC.
218 Crystal Grove Blvd.
Lutz, FL 33548

As to City:

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

With Copy To:

whitneygcc@gmail.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. **No coercion for labor or services ("Human Trafficking") Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:

- a. Using or threatening to use physical force against any person.
- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- e. Causing or threatening to cause financial harm to any person;

- f. Enticing or luring any person by fraud or deceit, or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Pursuant to Sections 787.06 and 92.525, Fl. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that the Contractor sears under penalty of perjury that the Contractor does not use coercion for labor or services ("Human Trafficking") and the facts state in it are true

27. 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.

28. 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.

29. 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.

Golf Coast Construction, LLC.

City of St. Pete Beach:

Signature: Whitney Boger Kortum

Signature: _____

By: Whitney Boger Kortum

By: Frances Robustelli

Its: .Managing Owner

Its: City Manager

Date: 1-28-2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk



BEACH ACCESS DUNE SYSTEM WALKOVERS

Respectfully submitted,

A handwritten signature in cursive script that reads "Whitney Boger Kortum".

Whitney Boger Kortum
Golf Coast Construction LLC



City of St. Pete Beach
Procurement Division
155 Corey Avenue
St. Pete Beach, FL 33706
Attn: John Taylor

January 8, 2025

PROPOSAL

Re: Beach Access Dune Walkovers @ 2nd, 3rd, 4th, 6th, 7th, 51st, and 52nd Avenues
Bid Number: ITB-Walkover 12-24-0-2024/jkt

Scope:

Provide all labor, materials, and equipment required to remove existing walkways as necessary and install 7 new beach access/dune walkovers based on using Golf Coast Construction typical design standards and engineering:

- Piling to be pressure treated Southern Yellow Pine.
- Framing to be pressure treated Southern Yellow Pine.
- Decking and rail caps to be Evergrain or similar composite.
- Railing to include top and middle horizontal rail with a composite cap.
- Galvanized bolts, nut & washers, and stainless steel decking and railing screws, (all stainless available for additional charge).
- MOT services to block off work area included.
- As-built surveys, engineering and permitting included.

Walkover Sections:

2nd Ave: 4' x 120' Pedestrian Loading

3rd Ave: 4' x 110' Pedestrian Loading

4th Ave: 4' x 100' Pedestrian Loading

6th Ave: 4' x 90' Pedestrian Loading

7th Ave: 4' x 90' Pedestrian Loading

51st Ave: 4' x 110' Pedestrian Loading

52nd Ave: 12' x 110' Pedestrian Loading (may be increased to include LVW upon request)

Total Proposal Cost: \$439,500.

Additional Terms and Conditions:

- Pricing is valid for 15 days from proposal date, after 15 days pricing may be subject to change based on market pricing and availability.
- Materials will be ordered at the time contract is signed to hold pricing, timely payment for stored materials is required, no later than 30 days from the date materials are delivered to site.
- Permitting, Bonding, and Engineering included in proposal cost, services and bonds supplied upon award.

Respectfully submitted,

Whitney Boger Kortum
CGC 1536163
Golf Coast Construction, LLC

PO Box 357 • Lutz, Florida 33548 • Tel: (813) 949-2625 • Fax: (813) 949-9654
Email: Brad@GolfCoastConstruction.com or WhitneyGCC@gmail.com

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Design and build of Beach Access Dune Walkovers.

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 "**Beach Access Dune Walkovers**" 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.

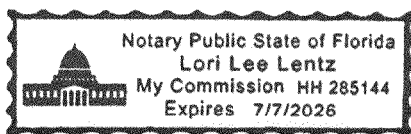
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

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 "**Beach Access Dune Walkovers**".

COMPANY: Golf Coast Construction LLC DATE: 12.18.2024
ADDRESS: P.O. Box 357 Lutz FL 33548 PHONE: 813 949 2625
BIDDER: Whitney Bager Kortum NAME: Whitney Bager Kortum
(SIGNATURE) (PRINT NAME & TITLE) MGR/owner
STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of December, 2024, 2025, by Whitney Bager Kortum who is personally known to me or has produced _____ as identification.

(SEAL)



Lori Lee Lentz
Notary Public - State of Florida
Lori Lee Lentz
(Print, Type, Stamp, or Commissioned Name of Notary Public)

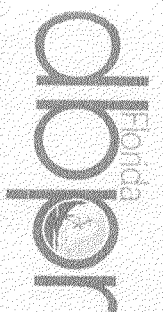
SUBMIT BID TO:

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORTUM, WHITNEY BOGER

GOLF COAST CONSTRUCTION, LLC
218 CRYSTAL GROVE BLVD
LUTZ FL 33548

LICENSE NUMBER: CGC1536163

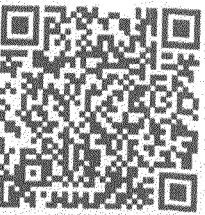
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





REFERENCES

CII Contracting
Charles Kinder
727-685-9888

charles@ciicontracting.com

Demolition and rebuild of 2491 LF of boardwalk in Lettuce Lake Park
\$1,983,000
2024 to present

NDC Construction

James Bendel
941-747-1062

jimb@ndcconstruction.com

Bradenton Riverwalk Phase 2 – Observation Tower
\$456,000
2023

CII Contracting
Kevin Messerian
727-685-9616

kevin@ciicontracting.com

Mann-Wagon Park, Hillsborough County Parks- Boardwalk, Bridge, Floating Dock
\$158,305
2023

Respectfully submitted,

A handwritten signature in cursive script that reads "Whitney Boger Kortum".

Whitney Boger Kortum
Golf Coast Construction LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2024

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 Jack Rice Insurance 9455 Koger Blvd N Suite #100 St. Petersburg FL 33702		CONTACT NAME: Select Business Division PHONE (A/C, No, Ext): (727) 530-0684 E-MAIL ADDRESS: cl@jackriceinsurance.com FAX (A/C, No): (727) 532-9602	
INSURED Golf-Coast Construction, LLC P.O. Box 357 Lutz FL 33548		INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Co. INSURER B: Mt. Hawley Insurance Co. INSURER C: Southern-Owners Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2413179000

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 ☒ BI/PPD Deductible per Occ \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VIGP025979	02/01/2024	02/01/2025	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 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			GXS0015783	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Leased/Rented Equipment			20777198	02/13/2024	02/13/2025	Limit: 250,000 Deductible: 500

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

CERTIFICATE HOLDER

CANCELLATION

City of St. Pete Beach
155 Corey Avenue

ST. Pete Beach

FL 33706

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

Cynthia M. Webster



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Jack Rice Insurance		NAMED INSURED Golf-Coast Construction, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**GENERAL LIABILITY:**

Automatic Additional Insureds Without Products and Completed Operations as per Manuscript Language on form CG2010 04/13.

Automatic Additional Insureds With Products and Completed Operations as per Manuscript Language on form CG2037 04/13.

Automatic Additional Insureds when required by Written Contract for Lessors (equipment) operations only as per Manuscript Language on form VE0586 01/16.

Primary & Non-Contributory Coverage for Additional Insureds on an Automatic Basis when required by Written Contract as per Manuscript Language on form VE0973 04/20.

Waiver of Subrogation for Additional Insureds on an Automatic Basis when required by Written Contract as per Manuscript Language on form CG2404 12/19.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2024

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 SUNZ Insurance Solutions, LLC c/o Vested HR Solutions, LLC 2965 Palm Harbor Blvd Palm Harbor, FL 34683	ID: (Vested)	CONTACT NAME: Lisa Sevastou PHONE (A/C, No, Ext): 727-916-1149 E-MAIL ADDRESS: certs@vestedhr.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: United Wisconsin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Vested HR Solutions, LLC Co-Employer For: Golf Coast Construction LLC 2965 Palm Harbor Blvd Palm Harbor FL 34683		NAIC # 29157

COVERAGES

CERTIFICATE NUMBER: 83061901

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
	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	WC557-00001-025-SZ WC557-00001-024-SZ	1/1/2025 1/1/2024	1/1/2026 1/1/2025	☒ 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)

Coverage provided for all leased employees but not subcontractors of: Golf Coast Construction LLC Client Effective: 6/26/2023

CERTIFICATE HOLDER**CANCELLATION**City of St Pete Beach
155 Corey Avenue
St. Pete Beach FL 33706

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

Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2024

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 Jaffe Tilchin Wealth Management, Inc. 15350 N. Florida Ave Tampa, FL 33613	CONTACT NAME: Diane McCarthy		
	PHONE (A/C, No, Ext): (813)964-4201	FAX (A/C, No): (800)521-8338	
	E-MAIL ADDRESS: dmccarthy@jaffetilchin.com		
INSURED Golf Coast Construction, LLC 218 Crystal Grove Blvd Lutz, FL. 33548	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Infinity Assurance Insurance Company		
	INSURER B:		
	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
	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 \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		50013988401	07/09/2024	07/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 50,000 CSL
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Accidental Death PIP - The Named Insured and Depend Medical			50013988401	07/09/2024	07/09/2025	\$5,000 \$10,000 per person \$1,000

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

Vehicle: 2017 Ford F350 Super Duty 1F8W3HT7HEF31482

Project: 23-3051-FDEP Weeki Wachee park Repairs

6131 Commercial Way

Spring Hill, FL 34606

its officers, directors, board members, council members, members, employees, agents, shareholders, partners, joint ventures, affiliates, subsidiaries, successors, and assigns.

CERTIFICATE HOLDER**CANCELLATION**City of St Pete Beach
155 Corey Avenue
St Pete Beach, FL 33706

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

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:

Whitney Boger Kortum mgr/owner
(Print individual's name and title)

for:

(Print name of entity submitting sworn statement)

at:

P.O. Box 357 Lot 2 FL 33548
(Business address)

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

471025625
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

Whitney Boger Kortum
(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 predecessor or successor of a person convicted of a public entity crime or
 - 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.

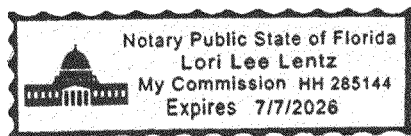
☒ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of December 2024 2025, by Whitney Boger Kortum who is personally known to me or has produced _____ as identification.

(SEAL)



Lori Lee Lentz
Notary Public, State of Florida

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

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Pasco

I state that Whitney Bager Kortum mgr of Golf Coast Construction, LLC
(Name and Title) owner (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. Golf Coast Const. LLC 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.

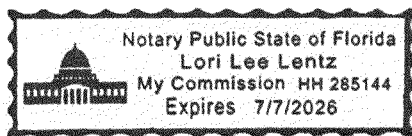
Name of Organization: Golf Coast Construction LLC

Signed By: Whitney Bager Kortum

Print Name: Whitney Bager Kortum

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of December, 2024, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)



Lori Lee Lentz
Notary Public - State of Florida

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Golf Coast Construction, LLC
218 Crystal Grove Blvd.,
Lutz, FL 33548

as Principal, hereinafter called the Principal, and
Old Republic Surety Company
18500 W Corporate Drive., Suite 170,
Brookfield, WI 53045

a corporation duly organized under the laws of the State of WI
 as Surety, hereinafter called the Surety, are held and firmly bound unto
City of St. Pete Beach
155 Corey Avenue,
St. Petersburg, FL 33706

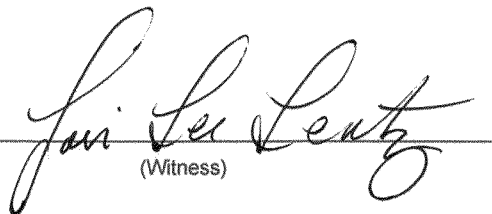
as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for

Beach Access Dune Walkovers at 2nd, 3rd, 4th, 6th, 7th, 51st and 52nd Avenues
Design / Build Wooden Walkovers for Beach Access - Various Locations - St. Pete Beach

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed January 8, 2025


 (Witness)



(Witness)

Golf Coast Construction, LLC



Old Republic Surety Company



David B. Shick, Attorney-In-Fact and
 Licensed FL Resident Agent #A241176



SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds

PG



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID B. SHICK, BRANDY BAICH of TAMPA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of May, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of May, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3469



Signed and sealed at the City of Brookfield, WI this 8 day of January, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

PROSURE GROUP LLC



City of St. Pete Beach
Procurement Division
155 Corey Avenue
St. Pete Beach, FL 33706
Attn: John Taylor

~~January 8, 2025~~
REV: January 24, 2025

PROPOSAL

Re: Beach Access Dune Walkovers @ 2nd, 3rd, 4th, 6th, 7th, 51st, and 52nd Avenues
Bid Number: ITB-Walkover 12-24-0-2024/jkt

Scope:

Provide all labor, materials, and equipment required to remove existing walkways as necessary and install 7 new beach access/dune walkovers based on using Golf Coast Construction typical design standards and engineering:

- Piling to be pressure treated Southern Yellow Pine.
- Framing to be pressure treated Southern Yellow Pine.
- Decking and rail caps to be Evergrain or similar composite.
- Railing to include top and middle horizontal rail with a composite cap.
- Galvanized bolts, nut & washers, and stainless steel decking and railing screws, (all stainless available for additional charge).
- MOT services to block off work area included.
- As-built surveys, engineering and permitting included.

Walkover Sections:

2nd Ave: 4' x 120' Pedestrian Loading
3rd Ave: 4' x 110' Pedestrian Loading
4th Ave: 4' x 100' Pedestrian Loading
6th Ave: 4' x 90' Pedestrian Loading
7th Ave: 4' x 90' Pedestrian Loading
51st Ave: 4' x 110' Pedestrian Loading
52nd Ave: 12' x 110' LVW Loading (Composite decking is proposed, possible runners required for traffic lanes, TBD during engineering & Final Design Approvals.)

Total Proposal Cost: \$459,000.

Additional Terms and Conditions:

- Pricing is valid for 15 days from proposal date, after 15 days pricing may be subject to change based on market pricing and availability.
- Materials will be ordered at the time contract is signed to hold pricing, timely payment for stored materials is required, no later than 30 days from the date materials are delivered to site.
- Permitting, Bonding, and Engineering included in proposal cost, services and bonds supplied upon award.

Respectfully submitted,

A handwritten signature in black ink that reads "Whitney Boger Kortum".

Whitney Boger Kortum
CGC 1536163
Golf Coast Construction, LLC

PO Box 357 • Lutz, Florida 33548 • Tel: (813) 949-2625 • Fax: (813) 949-9654
Email: Brad@GolfCoastConstruction.com or WhitneyGCC@gmail.com

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 18th day of February, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and Golf Coast Construction, LLC, hereinafter referred to as “Contractor”, concerning that certain agreement dated the 28th day of January, 2025 (“Agreement”) and titled Services Agreement.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an

officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Amber LaRowe
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org

Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from

eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Whitney Boger Kortum
Print Name: Whitney Boger Kortum
Title: Manager
Company: Golf Coast Construction, LLC

ATTEST:

City of St. Pete Beach

Amber LaRowe, City Clerk

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 27)**

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 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 April 14, 2025, 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 _____ 2025.

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 26)**

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 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 April 7, 2025, 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 _____ 2025.

Adrian Petrila, Mayor

City Charter Sec. 3.05. Vice-mayor.

The commission shall elect a vice-mayor by an affirmative vote of three (3) or more members. Election of the vice-mayor shall be done annually. The vice-mayor shall act as mayor during the absence or disability of the mayor-commissioner.

BOARD APPOINTMENTS BY MAYOR/COMMISSIONER - Updated: 3/13/25

BOARD	MAYOR (Petrila)	DISTRICT 1 (Marriott)	DISTRICT 2 (Robinson)	DISTRICT 3 (Rzewnicki)	DISTRICT 4 (Moholland)
	until 3/26	until 3/26	until 3/27	until 3/26	until 3/27
BOARD OF ADJUSTMENT	AL CAUSEY	DENISE CHASE, V CHAIR	CHRIS CORE	KATHY GARCHOW	DAN SMALL
PLANNING BOARD	DAVID HUBBARD, CHAIR	SHAWN RAE	CINDY PERRY	SAM ANGELIDES, JR.	TERRI GROCOTT
HISTORIC PRESERVATION	BILL LOUGHERY, CHAIR	SEAN HURLEY	HOLLY YOUNG	TIA HOCKENSMITH	DANIELLE DASHIELL
BEACH STEWARDSHIP	JON STEVENS	BRAD PANEK	JOHN KURZMAN	NATALIE LOONEY	DAN ROTHENBERGER, CHAIR
FINANCE AND BUDGET REVIEW	COL. MIKE GREIGER	TIM POLANOWSKI	JOHN SAMORAJZCK	STACY ALLEN	KATHY ENGLISH
PARKS AND RECREATION	MIKE WISE	DARYL DYKENS	JAYNE STITIK	LIZ SINATRA	KENT GORDON
LIBRARY ADVISORY	JEANETTE PERKINS, CHAIR	LINDA BORGIA	VACANT	WENDY HOMES	SHELLI NEUHOFF

|

Chapter 22 BOARDS, COMMITTEES, COMMISSIONS¹

ARTICLE I. IN GENERAL

Secs. 22-1—22-30. Reserved.

ARTICLE II. BOARD OF ADJUSTMENT²

Sec. 22-31. Created.

There is hereby created a permanent board to be known as the board of adjustment.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-32. Number of members; compensation.

(a) The board of adjustment shall consist of five regular members.

(b) Members shall serve without compensation.

(Ord. No. 05-08, § 1, 2-22-05)

¹Editor's note(s)—In addition to the boards and committees contained in this chapter, the following additional boards, committees and commissions exist:

The general employees pension board. See Ord. No. 81-51, § 66-66 of this Code.

The board of trustees of the municipal firefighter's pension trust fund (F.S. § 175.061 et seq.), § 66-291 of this Code.

The board of trustees of the municipal police officer's retirement fund (F.S. § 185.05), § 66-181 of this Code.

The personnel grievance board, personnel manual (Res. No. 81-18, § XVIX).

Cross reference(s)—Administration, ch. 2; general employees pension board, § 66-66; board of trustees of the municipal police officers retirement trust fund, § 66-181; board of trustees of the municipal firefighters pension trust fund, § 66-291.

²Editor's note(s)—Ord. No. 00-44, § 1, adopted October 17, 2000, amended the Code by renaming art. II. Formerly, art. II was entitled "Planning and Zoning Board." Subsequently, Ord. No. 05-08, § 1, adopted Feb. 22, 2005, amended Art. II, in its entirety, to read as herein set out in §§ 22-31—22-37, 22-39, 22-40. Prior to inclusion of said Ord. No. 2005-08, Art. II pertained to similar subject matter. See also the Code Comparative Table.

Cross reference(s)—Planning and development, ch. 118; zoning, ch. 134.

Sec. 22-33. Appointment of members.

- (a) Each city commissioner and the mayor-commissioner shall appoint one regular member to serve on the board of adjustment.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the board, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.
- (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
- (d) Appointments by commission members shall not be restricted by commissioner district boundaries.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-34. Term of office of members.

The terms of office of the members of the board of adjustment shall run concurrently with the term of the commissioner or the mayor appointing that member.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-35. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-36. Removal from office.

- (a) Members of the board of adjustment shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the board.
- (c) If any member of the board resigns, or for any other reason ceases to be a member of the board, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-37. Powers and duties generally.

The board of adjustment shall have the power to adopt rules of procedure, and shall conduct public meetings and hearings on any matter on which it is authorized to act in accordance with the St. Pete Beach Code of Ordinances.

The board shall have the following powers and duties:

- (1) Review all subdivision plats submitted to the city and report its findings, comments and recommendations to the city commission. The city commission shall thereupon review the subdivision plat for final approval, approval with conditions or denial. The standards for review of subdivision plats shall be as provided in the Land Development Code.
- (2) To authorize variances from the terms of the Land Development Code in accordance with those limitations specified in the Land Development Code.
- (3) To hear and decide other matters as are specifically assigned by ordinance to the board for determination.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-38. Reserved.

Sec. 22-39. Election of officers; conduct of meetings.

- (a) The board of adjustment shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The board shall hold at least one regular meeting per month, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public. If a regular meeting must be canceled, notice of the cancellation shall be posted.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.
- (e) A majority of board membership shall be required to make any determination required by the board.
- (f) The city shall appoint a secretary to keep and accurately maintain the minutes of all board meetings.
- (g) The chairman or acting chairman may administer oaths and compel the attendance of witnesses in the same manner prescribed in the circuit court.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-40. Public notice.

Public notice shall be given in accordance with the requirements of the Land Development Code.

(Ord. No. 05-08, § 1, 2-22-05)

Secs. 22-41—22-65. Reserved.

ARTICLE III. FINANCE AND BUDGET REVIEW COMMITTEE³

Sec. 22-66. Created.

There is hereby created a permanent committee to be known as the finance and budget review committee.
(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-67. Number of members; compensation.

- (a) The finance and budget review committee shall consist of five regular members.
 - (b) Members shall serve without compensation.
- (Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-68. Appointment of members.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the finance and budget review committee.
 - (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.
 - (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
 - (d) Appointments by commission members shall not be restricted by commissioner district boundaries.
- (Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-69. Term of office of members.

The terms of office of the members of the finance and budget review committee shall run concurrently with the term of the mayor or commissioner appointing that member.
(Ord. No. 05-11, § 1, 3-22-05)

³Editor's note(s)—Ord. No. 05-11, § 1, adopted March 22, 2005, amended Art. III, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. III pertained to similar subject matter. See also the Code Comparative Table.

Sec. 22-70. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-71. Removal from office.

- (a) Members of the finance and budget review committee shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee.
- (c) If any member of the committee resigns, or for any other reason ceases to be a member of the committee, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-72. Powers and duties generally.

- (a) The finance and budget review committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) Powers of the committee shall include the ability to review requests for budget appropriations and requests for supplemental appropriations, review annual audit reports and monthly financial reports, and in general the committee shall monitor and review the financial position of the city. Thereafter, the committee shall make comments and such recommendations to the city commission as are deemed appropriate and shall perform such other duties as may be assigned to it by the city commission.

(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-73. Election of officers; conduct of meetings.

- (a) The finance and budget review committee shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The committee shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.

(Supp. No. 50)

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- (d) A quorum for the conduct of business shall not be less than three members.
 - (e) A majority of committee members present shall be required to make any determination required by the board.

(Ord. No. 05-11, § 1, 3-22-05; Ord. No. 08-28, § 1, 8-12-08)

Sec. 22-74. Staff participation and responsibilities.

The city shall make available staff to assist the finance and budget review committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 1, 8-12-08)

Secs. 22-75—22-100. Reserved.

ARTICLE IV. PARKS AND RECREATION ADVISORY COMMITTEE⁴

Sec. 22-101. Created.

There is hereby created a permanent committee to be known as the parks and recreation advisory committee.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-102. Number of members; compensation.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the parks and recreation advisory committee.
- (b) Members shall serve without compensation.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-103. Appointment of members.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the parks and recreation advisory committee.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.

⁴Editor's note(s)—Ord. No. 19-22, § 2, adopted Jan. 14, 2020, amended art. IV and in so doing changed the title from recreation advisory committee to read as set out herein.

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- (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
 - (d) Appointments by city commission members shall not be restricted by commissioner district boundaries.
- (Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-104. Term of office of members.

The terms of office of the members of the parks and recreation advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-105. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08)

Sec. 22-106. Removal from office.

- (a) Members of the parks and recreation advisory committee shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the parks and recreation advisory committee.
- (c) If any member of the parks and recreation advisory committee resigns, or for any other reason ceases to be a member of the committee, the city commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-107. Powers and duties generally.

- (a) The parks and recreation advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) The parks and recreation advisory committee shall advise on programs, evaluate existing programs, propose new programs and make recommendations to the city staff and/or city commission regarding the following:

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- (1) Protection, enhancement and beautification of the city owned property and rights-of-way through all available means, including appropriate landscaping, maintenance, and Best Management Practices.
 - (2) All city recreational activities, including marketing strategies, revenue generation, expenditures, and establishing partnerships with public and private entities to ensure the city's recreational needs are met in the most cost effective and efficient manner.
 - (3) Various programs offered by the department of public services and methods of improving these programs. Additionally, the recreation advisory committee shall make recommendations for development of new recreational programs and activities to be offered to the people of the community.
 - (4) Protection and maintenance of the system of parks and recreation facilities throughout the city including the community center complex, Don Vista, Warren Webster, parks, public rights-of-way, beaches and waterways to meet the needs of current and future residents, businesses, visitors and tourists.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-108. Election of officers; conduct of meetings.

- (a) The parks and recreation advisory committee shall meet bi-annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The parks and recreation advisory committee shall meet bi-annually, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or his/her designee or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.
- (e) A majority of committee members present shall be required to make any determination required by the parks and recreation advisory committee.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-109. Staff participation and responsibilities.

The city shall make available staff to assist the parks and recreation advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Secs. 22-110—22-135. Reserved.

ARTICLE V. LIBRARY ADVISORY COMMITTEE⁵

Sec. 22-136. Created.

There is hereby created a permanent board to be known as the library advisory committee.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-137. Number of members; compensation.

(a) The library advisory committee shall consist of five regular members.

(b) Members shall serve without compensation.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-138. Appointment of members.

(a) The mayor and each city commissioner shall appoint one regular member to serve on the library advisory committee.

(b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.

(c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.

(d) Appointments by commission members shall not be restricted by commissioner district boundaries.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-139. Term of office of members.

The terms of office of the members of the library advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-140. Qualifications of members.

(a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.

⁵Editor's note(s)—Ord. No. 05-13, § 1, adopted March 22, 2005, amended Art. V, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. V pertained to similar subject matter. See also the Code Comparative Table.

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- (b) No member shall hold any other public position in the city.
 - (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
 - (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-141. Removal from office.

- (a) Members of the library advisory committee shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee.
- (c) If any member of the committee resigns, or for any other reason ceases to be a member of the committee, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-142. Powers and duties generally.

- (a) The library advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) The committee shall review the various cultural, informational and educational programs offered by the city's public library and shall make recommendations to the city commission and the city manager concerning methods for improving the programs. Additionally, this committee shall advise the city commission and the city manager's office in developing additional library programs to be offered to the citizens of the city. The committee shall perform such other duties in connection with library programs offered by the city as may be assigned to it by the city commission.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-143. Election of officers; conduct of meetings.

- (a) The library advisory committee shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The committee shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.
- (e) A majority of committee members present shall be required to make any determination required by the committee.

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(Ord. No. 05-13, § 1, 3-22-05; Ord. No. 08-28, § 2, 8-12-08)

Sec. 22-144. Staff participation and responsibilities.

The city shall make available staff to assist the library advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 2, 8-12-08)

ARTICLE VI. TECHNICAL REVIEW COMMITTEE (TRC)

Sec. 22-145. Created.

There is hereby created an administrative committee to be known as the technical review committee (TRC) for the purpose of providing for the professional and technical review of capital projects and permit applications as specified under section 22-147 of this Code.

(Ord. No. 14-13, § 1, 1-27-15)

Sec. 22-146. Membership

The membership shall include the director or his or her designee from the following city agencies:

- (1) Planning and zoning;
- (2) Building;
- (3) Public safety/code enforcement;
- (4) Fire;
- (5) Public services;
- (6) Recreation;
- (7) City clerk's office; and
- (8) City attorney's office.

Provided, however, the city manager may appoint additional city staff representatives to serve on the TRC as he or she may deem appropriate.

(Ord. No. 14-13, § 1, 1-27-15; Ord. No. 24-01, § 2, 6-11-24)

Sec. 22-147. Powers and duties generally.

- (a) On an annual basis to coincide with the routine preparation of the city's budget, the TRC shall prepare and recommend to the city manager a prioritized list of capital improvement projects to be incorporated into a financially feasible five year schedule for meeting the City's adopted level of service standards for public facilities and services as stated in the city's comprehensive plan. The TRC is to serve as, and meet the

obligations of, the capital improvements advisory committee as called for in the capital improvements element of the City of St. Pete Beach Comprehensive Plan.

- (b) The TRC shall identify projects in the five year schedule that are significant in terms of their potential impact on the city's physical, environmental, or historic character. The project manager assigned by the responsible department of a significant capital project shall provide the TRC with a status update at each regular meeting throughout the planning, design, and permitting process at which time the TRC shall provide any comments or recommendations on the project relative to their field of expertise.
- (c) The TRC shall review the following applications for compliance with the provisions of the St. Pete Beach Land Development Code, and all applicable building codes:
 - (1) Site plans.
 - (2) Subdivisions.
 - (3) Conditional uses.
 - (4) Amendments to the zoning map.
 - (5) Amendments to the future land use map.
 - (6) Variances on property being used for other than single-family detached residential purpose.
 - (7) Vacations of streets, plats or other property.
 - (8) Temporary uses.
 - (9) All other applications assigned by the city manager.

(Ord. No. 14-13, § 1, 1-27-15)

Sec. 22-148. Conduct of meetings; public notice.

- (a) The TRC staff shall hold regular monthly meetings at an established time and place unless cancelled due to lack of items to be discussed or acted upon.
- (b) The TRC agenda shall be distributed to the members at least seven (7) working days prior to the regularly scheduled meeting.
- (c) The meetings shall be open to the public and reasonable notice of the time, place and agenda shall be given. Attendance of the applicant is not required.
- (d) On development applications, the community development director, or other person designated by the city manager, shall be responsible for the following:
 - (1) Agenda preparation and distribution.
 - (2) Chairing the meeting.
 - (3) Recording minutes.
 - (4) Notification to applicants of the regularly scheduled date, time and place for consideration of the applications.
 - (5) Written notification to applicants of the outcome of the TRC review.

(Ord. No. 14-13, § 1, 1-27-15)

Secs. 2-149—2-205. Reserved.

ARTICLE VII. HISTORIC PRESERVATION BOARD⁶

Sec. 22-206. Created.

There is created a board to be known as historic preservation board for the city, under the jurisdiction and control of the city commission.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-207. Members; qualifications; appointment.

- (a) The historic preservation board shall consist of five members appointed by the city commission. Each member of the board may hold office only so long as he is a resident of the city. Appointments shall be made on the basis of a potential member's civic pride, involvement in community issues, integrity, experience and interest in the field of historic preservation. Each city commissioner and the mayor-commissioner shall appoint one member to serve on the board.
- (b) Any vacancies occurring on the board between the regular appointments described above shall be filled by the appropriate city commissioner within 60 days of said vacancy, provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the board, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.
- (c) To the extent available, the city commission is encouraged to appoint nominees to the board from the following categories:
 - (1) Architecture;
 - (2) Engineering, building construction or landscape architecture;
 - (3) History and archaeology;
 - (4) Law or urban planning;
 - (5) Real estate and finance; and
 - (6) Business community interest within the affected area.
- (d) Elected officials, administrative department heads and their immediate families shall be prohibited from serving as members of the board.

(Ord. No. 2006-08, § 1, 2-14-06)

⁶Editor's note(s)—Ord. No. 05-08, § 2, adopted Feb. 22, 2005, amended Art. VII, in its entirety to read as herein set out in §§ 22-206—22-213. Prior to inclusion of said ordinance, Art. VII pertained to similar subject matter. Subsequently, Ord. No. 2006-08, § 1, adopted Feb. 14, 2006, amended Art. VII, in its entirety, to read as herein set out. See also the Code Comparative Table.

Cross reference(s)—Historic preservation, ch. 110.

Sec. 22-208. Terms of office.

Members of the historic preservation board shall serve overlapping terms of two years. A board member shall be eligible for reappointment. Members of the board shall serve without compensation. Members shall serve at the pleasure of the appointing commission member.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-209. Officers.

The members of the historic preservation board shall elect a chair and a vice-chair for a one-year term each. The chair shall preside at all meetings and shall have the right to vote. The vice-chair shall preside in the absence of the chair.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-210. Rules and regulations.

The historic preservation board shall adopt such rules and regulations as are reasonably necessary and appropriate for the proper administration and enforcement of this article. Such rules and regulations shall conform to this article and shall govern and control the procedures, hearings and actions of the board. No such rules and regulations shall become effective until the proposed rules and regulations, and any amendments and modifications thereto, have been approved by the city commission. Said rules shall be available for public inspection.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-211. Purpose; powers and duties.

- (a) The historic preservation board will recommend historic district boundaries essential to the maintenance of the unique character of the city.
- (b) The board will develop and recommend guidelines, standards and associated land development regulations for new construction and alterations to existing structures specific to the districts.
- (c) The board shall develop design guidelines for new construction or alterations to existing structures within the Pass-a-Grille Overlay.
- (d) The board shall also have the power and duty to:
 - (1) Maintain and update the findings of the historical and archaeological resource surveys and validate those findings.
 - (2) Evaluate the significance and eligibility of historic resources for designation pursuant to the Land Development Code.
 - (3) Designate eligible historic resources pursuant to the Land Development Code.
 - (4) Nominate historic resources to the local and state list of historic places and to the National Register of Historic Places.
 - (5) Approve, deny, or approve with conditions applications for certificates of appropriateness applicable to historic resources or structures within historic districts pursuant to the Land Development Code.

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- (6) Approve or deny applications for a certificate of appropriateness for new construction or alterations to existing structures within the Pass-a-Grille Overlay, based on the adopted guidelines.
 - (7) Make recommendations to the board of adjustments with respect to variance requests applicable to historic resources designated pursuant to the Land Development Code.
 - (8) Place historical markers and administer other programs aimed at the proper recognition of designated historic resources.
 - (9) Advise the city commission on all matters related to historic preservation policy, including use, administration and maintenance of city-owned historic resources.
 - (10) Recommend zoning and building code amendments to the appropriate board of authority to assist in the preservation of designated historic resources.
 - (11) Review and make recommendations to the appropriate board of authority on proposed amendments to the comprehensive plan or land development regulations that may affect designated historic resources.
 - (12) Propose and recommend to the city commission financial and technical incentive programs to further the objectives of historic preservation.
 - (13) Increase public awareness of historic preservation and its community benefits by promoting public education programs.
 - (14) Record and maintain records of the board actions and decisions.
 - (15) Review any nominations of local properties to the National Register of Historic Places following the regulations of the state historic preservation office, as follows:
 - a. The responsibilities of the board in this regard shall be supplementary to the state historic preservation officer.
 - b. Inclusion on either the local, state or federal list is voluntary, and when a property owner objects to the nomination, he shall submit a notarized written statement to the board before the nomination is considered.
 - c. Owners of nominated properties shall be notified of the board meeting at which the nomination will be considered in accordance with the procedure set forth in the Land Development Code. When necessary, the board may seek outside expert advice before evaluating the nomination.
 - d. The board shall forward its recommendations and action on the nomination to the state historic preservation officer.
 - (16) Maintain the local and state site file of historic places for the city and conduct and maintain a comprehensive survey of materials that shall be kept available to the public, and duplicates of all inventory forms shall be supplied to the state historic preservation officer.
 - (17) Perform any other reasonable functions or duties relating to historic preservation assigned to it by the city commission.
 - (18) Attend pertinent informational or educational meetings, workshops and conferences.
- (e) Upon the approval of the city commission, the board may apply for a grant assistance in the name of the city from any federal, state, county or private source for the purpose of furthering the objectives of this article. Upon recommendation of the board, the city commission may establish a historic preservation trust fund with the purpose of administering such funds.

(Ord. No. 2006-08, § 1, 2-14-06; Ord. No. 10-03, § 3(Att. C), 4-27-10; Ord. No. 11-01, § 1, 1-25-11)

Sec. 22-212. Staff participation and responsibilities.

The city shall make available staff to assist the historic preservation board in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the board. When necessary, a representative of the city attorney's office will review cases. All meetings of the board shall be open to the public. A public record of the board's minutes and resolutions shall be maintained and made available for inspection by the public. Meetings will be called, as needed, by the city and upon the request of any board member.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-213. Public notice.

Meetings and the agenda for the meetings of the board shall be publicly announced at least ten days prior to the scheduled public meeting. If the notice relates to the listing of a property in the National Register, the notice for those cases shall be published 45 days in advance of the hearing of the case.

(Ord. No. 2006-08, § 1, 2-14-06)

Secs. 22-214—22-240. Reserved.***ARTICLE VIII. PLANNING BOARD⁷*****Sec. 22-241. Created.**

There is hereby created a permanent board to be known as the planning board.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-242. Number of members; compensation.

- (a) The planning board shall consist of five regular members.
- (b) Members shall serve without compensation.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-243. Appointment of members.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the planning board.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled

⁷Editor's note(s)—Ord. No. 05-15, § 1, adopted March 22, 2005, amended Art. VIII to read as herein set out. Prior to inclusion of said ordinance, Art. VIII pertained to the future of the city planning committee. See also the Code Comparative Table.

meeting of the board, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.

- (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
- (d) Appointments by commission members shall not be restricted by commissioner district boundaries.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-244. Term of office of members.

The terms of office of the members of the planning board shall run concurrently with the term of the mayor or commissioner appointing that member.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-245. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-246. Removal from office.

- (a) Members of the planning board shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the board.
- (c) If any member of the board resigns, or for any other reason ceases to be a member of the board, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-247. Powers and duties generally.

- (a) The planning board shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) The board shall have the review and advisory responsibility for the conduct of comprehensive planning within the city and shall include the authority to:
 - (1) Prepare or assist in the preparation of the city's comprehensive plan and to make recommendations to the city commission for the adoption or implementation of the plan as a whole, or parts thereof. After

the preparation of such a plan, it will be the duty of the planning board to continue to review the plan and perfect it as necessitated by changing conditions.

- (2) Maintain liaison with all public and private agencies in the city and environs for the purpose of effecting coordinated development of those public and private projects, which will influence the city's development according to the comprehensive plan. Such coordination of projects shall include public and private utility systems; schools; major streets and thoroughfares, and other transportation systems; parks and recreation areas and facilities and open spaces; and public buildings. It shall be the duty of the board to seek the cooperation of all public and private groups to develop projects in conformance with the official map and principles of the comprehensive plan.
- (3) Prepare or assist in the preparation, as an element of the comprehensive plan, of a plan for major streets consisting of those thoroughfares to be designated for through routes and for the movement of large volumes of traffic. The major street plan will show existing streets, extensions of such streets and new routes, indicating future rights-of-way required, direction of traffic flow and setbacks to be established for future street widening. Those features of the major street plan adopted by the city commission shall be indicated on the official map.
- (4) Undertake any special study or project plan assigned by the city commission, which bears on the refinement, extension or implementation of any phase of the comprehensive plan.
- (5) Hold public hearings preliminary to making recommendations to the city commission or any determination that the commission is authorized to make under the terms of any ordinance.
- (6) Utilize current data, maps, graphic material and other available information to adequately depict and record past developments and existing conditions for the purpose of analyzing, interpreting and projecting trends with respect to population, economic base, property values, building construction, tourist and industrial development, transportation, housing, public facilities, utilities, recreation, natural environment, traffic and land uses of the city.
- (7) Recommend to the city manager and to the city commission projects, plans, codes and ordinances designed to implement the comprehensive plan or promote the development of the city.
- (8) Those powers and duties as expressed in F.S. § 163.3174(4).
- (9) Review all applications for zoning map and text amendments and submit a report with comments, findings and recommendations.
- (10) Perform such other duties as may be assigned by the city commission or required by ordinance.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-248. Election of officers; conduct of meetings.

- (a) The planning board shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The board shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.

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- (e) A majority of board members present shall be required to make any determination required by the committee.

(Ord. No. 05-15, § 1, 3-22-05; Ord. No. 08-28, § 3, 8-12-08)

Sec. 22-249. Staff participation and responsibilities.

The city shall make available staff to assist the planning board in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the board. When necessary, a representative of the city attorney's office will review cases. All meetings of the board shall be open to the public. A public record of the board's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 3, 8-12-08)

Secs. 22-250—22-269. Reserved.

ARTICLE IX. SPECIAL MAGISTRATE SUPPLEMENTAL CODE ENFORCEMENT⁸

Sec. 22-270. Intent of article.

It is the intent of this article to promote, protect and improve the health, safety and welfare of the citizens of the city by authorizing the appointment of one or more special magistrates with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in St Pete Beach, where a pending or repeated violation continues to exist.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-271. Definitions.

As used in this article the following terms shall be defined as follows. Where necessary or reasonably implied the singular shall include the plural.

Board shall mean the Board of City Commissioners of St Pete Beach.

Code inspector shall mean those employees or other agents of the city duly authorized and appointed by the city manager whose duty it is to assure compliance with city codes.

Codes shall mean St. Pete Beach Code of Ordinances or Land Development Code and all codes and statutes adopted by reference within the Code of Ordinances, as now existing or as may be amended by ordinance from time to time.

Continuing violations are those violations which remain uncorrected beyond the prescribed time period for correction contained in the civil violation notice. For each day of continued violation after the time period for correction has run, an additional penalty in the same amount as for the original violation shall be added.

⁸Editor's note(s)—Ord. No. 2012-02, § 1(exh. A), adopted Jan. 24, 2012, deleted the former Art. IX, §§ 22-270—22-279, and enacted a new Art. IX as set out herein. The former Art. IX pertained to special master supplemental code enforcement and derived from Ord. No. 99-39, § 1, 7-20-99; Ord. No. 00-33, § 1, adopted 8-1-00.

Enforcing department shall mean any administrative department or division of St. Pete Beach charged by St. Pete Beach ordinance or administrative assignment to enforce any particular code or ordinance in force in St. Pete Beach.

Person shall mean any real person, trust, corporation, estate, or other legal entity recognized by the laws of the State of Florida.

Repeat violation shall mean a violation of a provision of a code or ordinance by a person who has been previously found, through a code enforcement special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations. For the purposes of this definition, a plea of "no contest" or "nolo contendere" shall be deemed an admission of a violation.

Special magistrate administrative division shall mean the department or division designated by the city manager to handle the secretarial, filing, record retention, scheduling, noticing and other coordinating and support functions related to this article.

Violator shall mean the person responsible for the code violation, which, in the appropriate circumstances, shall either be the perpetrator of the violation or the owner of the real property upon which the violation occurred.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-272. Jurisdiction of special magistrates.

There is hereby created and established the office of special magistrate for the purpose of providing a supplemental code enforcement process for the city. The special magistrate is hereby vested with all the powers now granted under F.S. ch. 162, and as amended from time to time.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-273. Board clerk.

The city manager shall appoint a city employee to be the code enforcement clerk, who shall perform the functions assigned to the clerk as set forth in this article.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-274. Civil offenses and penalties.

- (a) The violation of any provision of any ordinances or codes shall constitute a civil offense punishable by civil penalty as follows:
 - (1) Not in excess of \$250.00 per day for a first violation;
 - (2) Not in excess of \$500.00 per day for a repeat violation;
 - (3) An assessment of the cost of repairs incurred by the city where the violation was in the nature of a violation described in F.S. § 162.06(4); and
 - (4) In the instance where the special magistrate finds that the violation is irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed \$5,000.00 per violation.
- (b) Civil penalties assessed pursuant to this article are due and payable to the city upon the order of the special magistrate.

Sec. 22-275. Code enforcement special magistrates.

- (a) *Creation and appointment.* Code enforcement hearings pursuant to this article shall be conducted by designated special magistrates. Application for special magistrate positions shall be directed to the city manager pursuant to a notice published in a newspaper of general circulation. The city manager shall select a pool of candidates from the applications on the basis of experience and qualifications. The board shall appoint special magistrates to conduct hearings from the pool of candidates selected by the city manager.
- (b) *Qualifications.* Special magistrates shall have the following minimum qualifications:
 - (1) Graduation from a law school accredited by the America[n] Bar Association;
 - (2) Demonstrated knowledge of administrative laws, land use law, and local government regulation and procedures;
 - (3) Current membership, in good standing, of the Florida Bar Association; and
 - (4) Any other such qualification that may be established by resolution of the board.

In the event the city manager does not receive a sufficient number of applications from qualified members of the Florida Bar, the board may select attorneys who are not members of the Florida Bar as candidates for special magistrate. Among those applicants, the board and city manager shall give preference to those attorneys who have prior experience in a judiciary capacity or as a hearing officer, mediator, or special magistrate. No attorney who has been disciplined by the Florida Bar Association or a bar association of any other jurisdiction shall be appointed as a special magistrate.

- (c) *Term.* Special magistrates shall serve a term of one year from the date of appointment by the board. Special magistrates may be reappointed at the discretion of the board. There shall be no limit on the number of terms a person may serve as a special magistrate.
- (d) *Removal.* At any time during a term, the board shall have the authority to remove a special magistrate, with or without cause.
- (e) *Vacancy.* If any special magistrate resigns or is removed prior to expiration of his or her term or the board determines that the special magistrate should not be reappointed, the board shall appoint a special magistrate from the pool of candidates previously selected by the board to fill the vacancy within 30 days.
- (f) *Meetings and hearings.*
 - (1) *Scheduling.* The special magistrate administrative division shall be responsible for scheduling meetings of special magistrates. In the case of an alleged violation as set forth in subsection 22-276(3) of this Code, a hearing may be called as soon as possible.
 - (2) *Location.* The location of the meetings shall be in St. Pete Beach, Florida.
 - (3) *Operating procedures.* All cases brought before special magistrates shall be presented by either a designated code enforcement officer, building official or an attorney representing the department responsible for enforcing the particular code for which the violation is alleged.
 - (4) *Meetings open to the public.* All meetings and public hearings shall be open to the public.
- (g) *Compensation.* The compensation for special magistrate services may be authorized as specified by resolution adopted by the board. Travel reimbursement is limited to expenses incurred only for travel outside the county necessary to fulfill the responsibilities as a special magistrate. Travel reimbursement shall be made only when sufficient funds have been budgeted and are available, and upon prior approval by the

board. No other expenses shall be reimbursable except documented long distance telephone calls to city staff to fulfill the responsibilities as a special magistrate.

- (h) *Conflict of interest provisions.* The following conflict of interest provisions shall apply to the special magistrates; failure on the part of a special magistrate to comply with the provisions of this section shall constitute grounds for removal by the board or the city manager:
- (1) Upon appointment, each special magistrate shall comply with the disclosure requirements imposed by Florida law, including F.S. §§ 112.313 and 112.3145.
 - (2) Additionally, each special magistrate shall comply with the voting requirements imposed by Florida law, including F.S. §§ 286.012 and 112.3143.
 - (3) For a period of one year from the date of termination of office as a special magistrate, such person is hereby expressly prohibited from acting as agent or attorney in any proceedings, petition or other matter before a St. Pete Beach special magistrate.
 - (4) No person who is or may become a party to a hearing before a special magistrate shall communicate ex parte with any special magistrate concerning that violation. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct personal or financial interest in the property subject of the alleged violation.
 - (5) A special magistrate shall not communicate ex parte on his own volition with any party, representative of a party, or interceding person concerning an alleged violation; however, the special magistrate may consider a request regarding the scheduling or continuance of hearings when such request is made in writing.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-276. Special magistrate administrative division procedures.

Alleged violations of any of those codes or ordinances of the City of St. Pete Beach as described herein may be filed with the special magistrate administrative division by those administrative officials, having the responsibility of enforcing the various codes or ordinances in force in St. Pete Beach.

- (1) Except as set forth in subsections (3) and (4) below, if a violation of a code or ordinance is believed to exist, the enforcing department shall specify a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the special magistrate administrative division shall give notice to the alleged violator that a code enforcement hearing will be conducted concerning the alleged violation as noticed. The notice shall state the time and place of the hearing, as well as the violation alleged to exist. If the violation is corrected and then repeated, or if the violation is not corrected by the time specified for correction by the code inspector, the case may be brought for hearing even if the violation has been corrected prior to hearing, and the notice of violation shall so state.
- (2) Persons or entities who may be held responsible under this article for violation(s) of St Pete Beach Code(s) include:
 - a. The owner, agent, lessee, tenant, contractor, or any other person or legal entity using the land, building, or premises where such violation has been committed or shall exist.
 - b. Any person or legal entity who knowingly commits, takes part or assists in such violation.
 - c. Any person or legal entity who maintains any land, building, or premises in which such violation shall exist.

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- (3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, may request a hearing. The special magistrate administrative division shall give notice to the alleged violator as set forth in subsection (1) above. The case may be brought for hearing, and a fine may be imposed by the special magistrate, even if the repeat violation has been corrected prior to hearing, and the notice shall so state.
 - (4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make reasonable effort to notify the violator and may immediately request a code enforcement hearing.
 - (5) If the owner of property which is subject to a code enforcement proceeding transfers ownership of such property between the time the notice of violation was served and the time of the hearing, such owner shall:
 - a. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
 - b. Deliver to the prospective transferee a copy of the notices and other materials relating to the code enforcement proceeding received by the transferor.
 - c. Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
 - d. File a notice with the special magistrate administrative division of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections a., b. and c. before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the hearing shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-277. Conduct of hearing by special magistrate.

- (a) Upon request of the code inspector or at such other times as may be necessary, a hearing before the special magistrate may be convened. Minutes shall be kept of all code enforcement hearings, and all hearings shall be open to the public. The special magistrate administrative division shall provide all clerical and administrative support reasonably necessary to conduct these hearings.
- (b) Where proper notice of the hearing has been provided to the alleged violator pursuant to section 22-282 of this article, a hearing may proceed even in the absence of the alleged violator.
- (c) At such hearing, the burden of proof shall be upon the code enforcement division to show by a preponderance of the evidence that a violation exists, or in the case of a repeat violation, existed on the date that the code inspector gave notice to the violator of a repeat violation pursuant to subsection 22-276(3) of this article.
- (d) All testimony shall be under oath and shall be recorded. The formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings. Upon determination of the special magistrate, irrelevant, immaterial or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall

be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form.

- (e) The special magistrate may inquire of or question any witness present at the hearing. The alleged violator (hereinafter also referred to as respondent), respondent's attorney, code enforcement officers, or an attorney representing the division shall be permitted to inquire of or question any witness present at the hearing. The special magistrate may consider testimony presented by code enforcement officers, the respondent or any other witnesses.
- (f) At the conclusion of the hearing, the special magistrate shall render his or her decision (order) based on evidence entered into the record. The decision shall then be transmitted to the respondent in the form of a written order including findings of fact, and conclusions of law consistent with the record. The order shall be transmitted by mail to the respondent within ten days after the hearing. The order may include a notice that it must be complied with by a specified date and that a fine and costs may be imposed and, under the circumstances set forth in subsection 22-276(3) of this article, the cost of repairs or other corrective action may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this paragraph and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.
- (g) If St. Pete Beach prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred. Whether and to what extent such costs are imposed shall be within the discretion of the special magistrate but shall not exceed the actual costs incurred.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-278. Special magistrate powers and duties.

Special magistrates shall have the following powers and duties to:

- (1) Hold hearings pursuant to section 22-277 of this article.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by a sheriff or other authorized persons consistent with Rule 1.410(d) Florida Rules of Civil Procedure, upon request, by the special magistrate.
- (3) Subpoena records, surveys, plats and other documentary materials.
- (4) Take testimony under oath.
- (5) Make findings of fact and conclusions of law as are necessary to enforce the provisions of the St. Pete Beach Code of Ordinances and Land Development Code and issue orders having the full force and effect of law to command whatever steps are necessary to bring a violation into compliance.
- (6) Assess fines pursuant to section 22-279 of this article, including costs relating to the prosecution of cases before the special magistrate in those cases where the governing body prevails.
- (7) Lien property pursuant to section 22-279 of this article.
- (8) Assess costs pursuant to section 22-279 of this article.
- (9) Assess costs pursuant to subsection 22-279(1) of this article.

Sec. 22-279. Administrative fines; costs; liens.

- (a) The special magistrate, upon notification by a code inspector that a code enforcement order has not been complied with within the set time, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date for compliance set forth in the order or upon notification by a code inspector that a repeat violation has occurred in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in subsection 22-276(4) of this article, the special magistrate shall notify the city manager, which may make all reasonable repairs or other corrective actions which are required to bring the property into compliance, or otherwise secure the property, and charge the violator with the reasonable costs of the repairs or other corrective actions along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. An order imposing a fine shall be sent to the property owner with a notice that the owner may request a hearing to challenge the fine amount within 20 days of the order. Orders imposing fines shall not be filed as liens until the latter of the expiration of such 20-day notice period, or the completion of such timely requested challenge. A challenge to an order imposing a fine shall be limited to a consideration of only such new findings necessary to impose an appropriate fine and create a lien.
- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs or other corrective action pursuant to subsection (a) of this section. If, after due notice and hearing, the special magistrate finds a violation to be irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed \$5,000.00 per violation or as otherwise authorized by Florida State Statute. In determining the amount of fine, if any, the special magistrate shall consider the following factors:
- (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- (c) The special magistrate may, in its discretion, adopt a consent order proposed by the enforcing department setting forth agreed terms for payment of any fine in lieu of execution or foreclosure as set forth in subsection (d), below.
- (d) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records in the Office of the Clerk of the Circuit Court in and for Pinellas County, Florida. Once recorded the certified copy of an order shall constitute a lien against the land on which the violation(s) exists and upon any other real or personal property owned by the violator; and it shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien, filed pursuant to this section, whichever comes first. Once recorded the lien shall be superior to any mortgages, liens, or other instruments recorded subsequent to the filing of the code enforcement lien.

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- (e) After three months from the filing of any such lien which remains unpaid, the city may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest at the rate allowable by law from the date of compliance set forth in the recorded order acknowledging compliance. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. No lien created pursuant to the provisions of this article may be foreclosed on real property that is a homestead under Article X, Section 4, of the Florida Constitution.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-280. Other legal remedies.

In addition to the administrative penalties and enforcement procedures provided in this article, the board may institute any lawful civil action or proceeding to prevent, restrain, or abate violations of codes or ordinances or through its agents issue cease and desist orders. An enforcing department shall have the authority to issue cease and desist orders in the form of written official notices given to the owner of the subject building, property, or premises, or to his agent, lessee, tenant, contractor, or to any person using the land, building or premises where such violation has been committed or shall exist. Any failure to comply with a cease and desist order issued by an enforcing department shall be regarded, during any penalty setting phase, as an exaggerating circumstance by the special magistrate should any process relative to section 22-279 of this article result from the violation that is the subject of the cease and desist order.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-281. Appeals.

Any aggrieved party, including the City of St. Pete Beach, may appeal an order of the special magistrate to a court of competent jurisdiction within 30 days of the execution of the order to be appealed. The city may assess a reasonable charge for the preparation of the record to be paid by the petitioner in accordance with F.S. § 119.07.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-282. Notices.

- (a) All notices required by this article shall be provided to the alleged violator by:
- (1) Certified mail, return receipt requested, provided if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the city government by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subsections [(b)(1)] and [(b)(2)] of this section and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing;
 - (2) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the board;
 - (3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 - (4) In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (b) In addition to providing notice as set forth in subsection (a), at the option of the special magistrate administrative division, notice may also be served by publication or posting, as follows:

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- (1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Pinellas County. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements.
 - (2) Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.
 - (c) In lieu of publication as described in subsection a., such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the bulletin board of the City of St Pete Beach City Hall Building. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
 - (d) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a) of this section.

Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a) of this section, together with proof of publication or posting as provided in subsection (b) of this section, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-283. Procedure to request that a fine or lien imposed pursuant to section 22-279 be reduced; conditions and criteria therefor.

- (a) The owner of real property against which a fine or lien has been imposed pursuant to section 22-279 of this article may apply to the special magistrate, through the city manager or his designee, for a satisfaction of such fine or lien with less than full payment thereof. No such application shall be considered by the special magistrate until the applicant has first shown that:
 - (1) All ad valorem property taxes, special assessments, county and city utility charges and other government and city-imposed liens against the subject real property have been paid;
 - (2) The applicant is not personally indebted to the city for any reason; and
 - (3) All city code violations have been corrected under necessary permits issued therefor.
- (b) In considering an application to reduce a fine or lien imposed pursuant to section 22-279 of this article, no satisfaction thereof shall be approved by the special magistrate with less than full payment thereof, unless the special magistrate shall make a specific finding that no violation of any city ordinance exists on the subject real property.
- (c) The balance of any fine or lien imposed pursuant to section 22-279 of this article that is reduced by the special magistrate shall be paid on terms as approved by the special magistrate.
- (d) If the property for which the application for a fine reduction is being considered is owned by a government or quasi-government entity, the special magistrate may reduce such fine even if the violation has not been corrected.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-284. Other procedures or implementing provisions.

The board may adopt any additional necessary, desirable, or advisable procedures or implementing provisions for this article by resolution.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Secs. 22-285—22-289. Reserved.

ARTICLE X. RESERVED⁹

Secs. 22-290—22-300. Reserved.

ARTICLE XI. BEACH STEWARDSHIP COMMITTEE¹⁰

Sec. 22-301. Created.

There is hereby created an advisory committee to be known as the beach stewardship committee.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-302. Number of members; compensation.

The beach stewardship committee shall consist of five members who shall serve without compensation.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-303. Qualifications of members.

- (a) Members of the beach stewardship committee shall be duly qualified voters of the city.
- (b) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (c) No member shall hold any other public position in the city.

⁹Editor's note(s)—Ord. No. 05-19, § 1, adopted April 26, 2005, amended Art. X, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. X pertained to similar subject matter. Subsequently, Ord. No. 08-37, § 1, adopted September 10, 2008, repealed Art. X, §§ 22-290—22-298, which pertained to the sister city committee. See also the Code Comparative Table.

¹⁰Editor's note(s)—Ord. No. 04-17, § 1, adopted July 13, 2004, amended the Code by adding provisions designated as a new Art. XI, §§ 22-290—22-297. Inasmuch as there already exist provisions so numbered, the provisions of Ord. No. 04-17 have been included herein as Art. XI, §§ 22-301—22-308 at the discretion of the editor. See also the Code Comparative Table.

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- (d) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-304. Appointments.

- (a) Each city commissioner and the mayor-commissioner shall appoint one member to serve on the beach stewardship committee.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election, or at the first regularly scheduled meeting after the city commission meeting where newly elected commissioners are sworn in to office, whichever is later. Provided, however, that if the city commission fails for any reason to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to act for a period of time not to exceed 60 days following the general election.
- (c) Appointments by commission members shall not be restricted by municipal district boundaries.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-305. Terms of office.

The terms of office of members of the beach stewardship committee shall run concurrently with the terms of the commission and of the mayor appointing that member whether the appointment is made at the first regularly scheduled meeting following the general election or at any time thereafter.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-306. Election of officers; conduct of meetings.

- (a) The beach stewardship committee shall, annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be deemed necessary from among its members.
- (b) The committee shall meet quarterly, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three of the five regular members subject to 24 hours notice.
- (d) A quorum for the conduct of business shall not be less than three-fifths of the membership.

(Ord. No. 04-17, § 1, 7-13-04; Ord. No. 08-28, § 5, 8-12-08)

Sec. 22-307. Removal from office.

- (a) Members of the beach stewardship committee shall be subject to removal from office by the city commission for nonfeasance, malfeasance, misfeasance or other good cause shown to the city commission.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee, and a replacement shall be named by the mayor or city commissioner as required. The chairman may excuse any member from attending meetings upon request.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-308. Powers and duties.

- (a) The committee shall adopt such other rules and regulations as are reasonably necessary and appropriate for the proper administration and enforcement of this article. Such rules and regulations shall conform to this article, shall govern and control the procedures, hearings and actions of the board, and shall be consistent with the Charter, Code and laws of the State of Florida.
- (b) The committee shall review information related to the ongoing beach nourishment efforts throughout the city.
- (c) The committee shall evaluate information relating to the preservation and maintenance of the public beaches in St. Pete Beach and make recommendations to the city commission regarding these matters.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-309. Staff participation and responsibilities.

The city shall make available staff to assist the beach stewardship committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 5, 8-12-08)

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

Agenda Report

Agenda Title Name: Appointments to Outside Agencies

Action Request: Motion to approve the appointments to outside agencies as discussed.

Strategic Objective: N/A

Date: April 8, 2025

Prepared By: Ginny Bodkin, Deputy City Clerk

Through: City Clerk

Summary of Issue: After each election, board appointments are reviewed and decided among the elected officials. The current representatives and organizations are as follows:

BIG-C: Mayor Petrila, Primary and Comm. Rzewnicki, Alternate
FLC: Comm. Rzewnicki, Primary and Mayor Petrila, Alternate
MCPC: Mayor Petrila, Primary and Vice Mayor Moholland, Alternate
PCFIC: Comm. Rzewnicki, Primary and Comm. Robinson, Alternate
SLC: Comm. Marriott, Primary and Comm. Rzewnicki, Alternate
TBRPC: Vice Mayor Moholland, Primary and Comm. Robinson, Alternate

Funding: N/A

Attachments: 1. OutsideOrganizations_08282024

OUTSIDE ORGANIZATIONS						
August 28, 2024						
	Big C	FLC	MCPC	PCFIC	SLC	TBRPC
2024						
Representative	Petrila, A.	Rzewnicki, B.	Petrila, A.	Rzewnicki, B.	Marriott, K.	Moholland, J.
Alternate	Moholland, J.	Petrila, A.	Moholland, J.	Robinson, L.	Rzewnicki, B.	Robinson, L.
						3/17/2025

Big C
 FLC
 MCPC
 PCFIC
 SLC
 TBRPC

Barrier Islands Government Council
 Florida League of Cities
 Mayors Council of Pinellas County
 Pinellas County Flood Insurance Committee
 Suncoast League of Cities
 Tampa Bay Regional Planning Council

Meetings: Last Wednesday of the month at 9:00 a.m.
 Meetings: Year round
 Meetings: First Wednesday of the month at 12:00 p.m.
 Meetings: As needed
 Meetings: Monthly business meetings
 Meetings: Monthly, subject to change as needed
Meeting locations vary

St. Pete Beach City Commission Agenda Report

Action Request: Motion to authorize the City Manager to enter into an agreement in the amount of \$4,000 per month with Becker & Poliakoff, PA to conduct Federal Lobbying Activities on behalf of the City of St. Pete Beach. Total cost of the contract over the 2 year term is \$96,000.

Strategic Objective: Internal Operations

Date: April 8th, 2025

Prepared By: John K. Taylor

Through: Frances Robustelli

Summary of Issue:

- In January 2025 RFP results were received for the Federal Lobbyist RFP. In the review process, three(3) Bids were received with Becker & Poliakoff, PA being chosen as the winning proposal by the review committee.
- The Federal Lobbyist will be lobbying on Capital Hill in Washington DC for the City of St. Pete Beach on areas vital to the needs of the City.

Funding: 5201-5120

Attachments:

- Becker Proposal
- Agreement

**Reviewed by the
City Manager:** _____

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Federal Lobbyist

This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Becker and Poliakoff, PA (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 February 25, 2025 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 \$4,000.00 per month. All fees outside of the monthly rate will need additional approvals.
- 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 (2) two years with (1) one, (1) 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:

Becker and Poliakoff, P.A.
1 East Broward Blvd., Ste 1800
Ft. Lauderdale, FL 33301

As to City:

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

With Copy To:

ofranko@beckerlawyers.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. **Force Majeure**. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

27. **No coercion for labor or services ("Human Trafficking") Sworn Statement**. Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:

- a. Using or threatening to use physical force against any person.
- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person

- without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit, or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Pursuant to Sections 787.06 and 92.525, Fl. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that the Contractor sears under penalty of perjury that the Contractor does not use coercion for labor or services (“Human Trafficking”) and the facts state in it are true

28. 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.

29. 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.

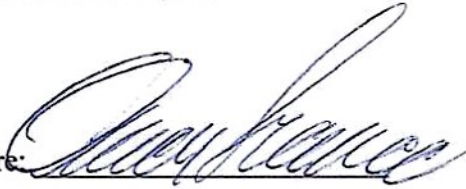
30. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

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

Becker and Poliakoff, PA

City of St. Pete Beach:

Signature: _____



Signature: _____

By: Omar Franco

By: Frances Robustelli

Its: Senior Director

Its: City Manager

Date: 2/25/25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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 Proposals**

**Federal
Lobbyist**

**Proposals due on or before
1/07/2024 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**

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Event	Date	Time
Publication of Bid	12/04/2024	8:00 AM
Pre-Bid Meeting (MANDATORY)	12/12/2024	1:00 PM
Deadline for Question Submission	12/20/2024	10:00 AM
Bid Receiving Deadline	01/07/2025	9:00 AM
Bid Opening	01/07/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Federal Lobbying**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Federal Lobbying**".

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
PROPOSER: _____ <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 _____, 2025, 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 PROPOSAL TO:

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

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is issuing a Request for Proposals (RFP) to solicit a qualified state lobbyist firm(s) that can successfully represent our community's interest and serve as our advocate with the State government and across the west coast Florida Region. |

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach located on the west coast of the State of Florida. Known for its white sand beaches and beautiful sunsets, invites proposals from qualified State lobbyists to advocate for our community's interest and to address pressing legislative, funding and administrative requirements. The City is part of the barrier islands that cascade down the central west Florida coastline. The City is located just west of the City of St. Petersburg, Florida and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 8500 residents, our city faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. The City has 3 ingress and 3 egress roads to and from the City, the community relies daily and during emergencies on the well-functioning roads and associated intersections and bridges.

It is within this dynamic context that the City of St. Pete Beach seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and well-being of all residents of St. Pete Beach.

The lobbyist firm will work with the City Manager and/or designee to identify and represent legislative coordination and funding priorities for the City. As directed by the City Manager and State officials and legislators.

The City requires services with an emphasis on producing measurable results in achieving state funding and/or legislative and executive action favorable or protective to the City. The City seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the City on the interests, priorities, and other issues and decisions (listed below) at the State level that may affect the City. The successful firm will have a strong background on issues of importance to the City and will be able to demonstrate unique relationships with members of the Legislature and others representing the City.

The lobbyist firm will agree to be always available upon reasonable request to meet with the City Commission, City staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings with the Governor, or Department of State agencies, as well as regional agencies, universities, school board and federal-related agencies, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the City to strategically seek Monetary funds and policy change.

Although legal opinions are not required as a part of the firm's responsibilities, the City will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative agency hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firm(s) should be prepared to lobby committee members prior to and during these meetings to accomplish the City's desired positions.

The Scope of Services to be provided to the City shall include:

- a. Collaborate with City Officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the City of St. Pete beaches priorities and interest with key State Legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's office.
- b. Facilitate regular meetings with key Stat legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the City's current and project priorities and interest.
- c. Provide consultation and advice to the City in identifying, defining, and pursuing its annual State legislation and appropriations requirement and requests.
- d. Provide expertise and help outline the City's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.
- e. Assist the City in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to the City's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.
- f. Facilitate, coach and prepare the City for meetings and communications with relevant State legislators , their staff, committee members and leadership to effectively guide Village legislative request throughout the State legislative session.
- g. Represent and advocate for the City's priorities and interest throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the state legislative session to facilitate access and influence on desired outcomes for the City.
- h. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the City's priorities and interest. Inform and assist the City in making necessary tactical or technical moves and/or changes to in fluence desired outcomes for the City of St. Pete Beach.
- i. Provide general advice, suggested strategies, and research relating to issues important to the City of St. Pete each's State level legislation, regulatory and appropriations priorities and interest.
- j. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.
- k. Seek and coordinate grant funding opportunities applicable to the City. This includes identifying relevant State grant programs and advocating for the City's eligibility and alignment with grant criteria.

TOPICS OF INTEREST

- a. Traffic and multi-modal mobility and safety.
- b. Resilient infrastructure
- c. Shoreline and storm protection
- d. Coastline erosion and environmental protection
- e. Beach renourishment
- f. Sea-level rise.
- g. Flooding
- h. Stormwater Systems

- i. Water quality
- j. Electrical utility undergrounding and reliability
- k. Property insurance
- l. Flood insurance
- m. Condominium associations regulations
- n. Building standards, code and certification requirements
- o. Zoning codes
- p. Golf carts
- q. Seniors and special needs programming
- r. Emergency management planning, preparation, response, and recovery
- s. Retention of home rule powers

AGENCIES OF INTEREST

Given the City's priorities and interests, it is critical for the City leadership and its State legislative representatives to for strong relationships with the following State leaders organizations, and agencies:

- a. State House of Representatives and Relevant Committees
 - b. State Senate and Relevant Committees
 - c. Governor's Office and Relevant Offices
 - d. Florida Department of Environmental Protection
 - e. Florida Division of Emergency Management
 - f. Florida Department of Transportation
-

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. Bidders are required to submit electronically through online platforms Bonfire or DemandStar.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Proposals submitted to this address are time-stamped and any electronic proposal that is submitted and time-stamped after the deadline will not be accepted. Proposals submitted via this website will remain inaccessible until the time of the opening. Proposers cannot see the proposals submitted by other Proposers.

Clearly marked as: **"Federal Lobbyist"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **12/12/2024 at 1:00 PM EST** via Microsoft Teams conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) (email only) for a meeting invitation and Microsoft Teams Meeting instructions.

BID DUE DATE

All bids are due to be complete and uploaded in to either Bonfire or DemandStar, no later than January 07, 2024 by 9:00 AM EST.

CONTACT INFORMATION

Procurement Manager - John Taylor

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

- a. Firm(s)'s financial and administrative qualifications
- b. Availability-the firm(s)'s current workload and potential conflict of interest
- c. Knowledge and relationships at the State level and in Central Florida
- d. Relevant access and influence

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- e. Experience and demonstrated success
- f. Expertise
- g. Advocacy and support approach
- h. Consciousness of St. Pete Beach priorities, interests, brand, and image
- i. Proposal Cost

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Electronic submittals only via Bonfire or DemandStar

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 **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 12/20/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. **Only questions emailed directly to the City Procurement Manager will be answered.**

[]

[]

ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees, if applicable.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

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

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal Form attached hereto and in strict accordance with the Plans, Specifications, and/or 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

EXAMINATION OF SITE

Proposer 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 Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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.

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City. |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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 Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 or Contract Time. When requested by the City Manager or designee, the Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f. Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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.

LICENSES AND PERMITS

The Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer'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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer 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 Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, “Schedule of Prevailing Wage Rates for Specified Public Construction.” The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer’s General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer’s carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- a. Commercial General Liability Insurance \$1,000,000.00.
- b. Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- c. Personal Injury for \$1,000,000.00 each occurrence.

- d. Automobile Liability \$1,000,000.00.
- e. General Workers Compensation Insurance as required by Florida law.
- f. Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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 Proposer shall also protect adjacent property as required by law.

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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.

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Contract Documents to be performed by them, the City may serve written notice on the Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer or Surety under this Contract or otherwise.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. 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 Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- a. Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

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

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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
- e. 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:

- a. Sufficient funds are not available to continue its full and faithful performance of this contract.
- b. There is sub-standard or non-performance of contract.

- c. 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the

exclusive right to accept or reject any proposal 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 proposal 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 proposals or applies to proposal 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 _____, 2025, 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 _____, 2025, 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

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
- 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) two, (1) 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:

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: Frances Robustelli

Its: .Owner

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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”

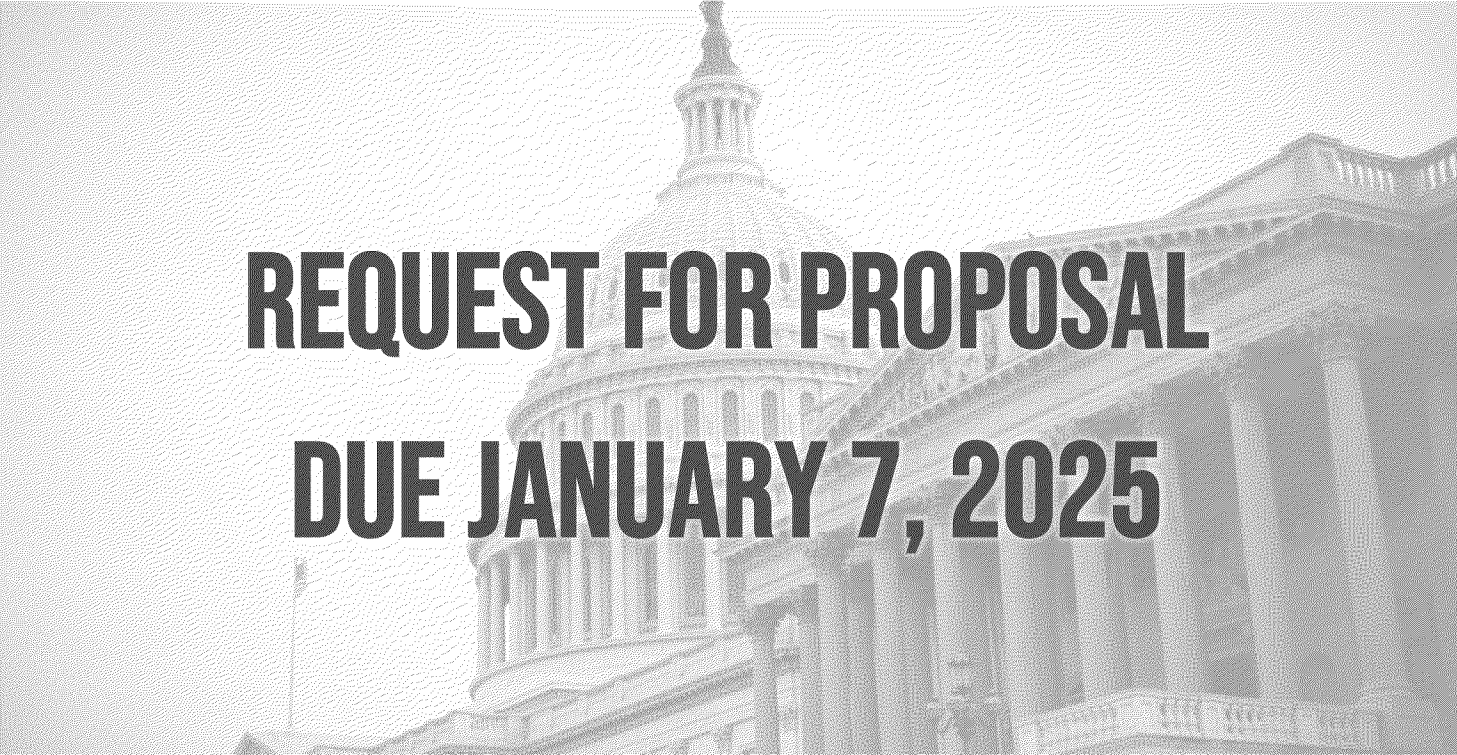
(Place Request for Bid behind this page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



REQUEST FOR PROPOSAL

DUE JANUARY 7, 2025

Becker
beckerlawyers.com

Federal Lobbyist for the City of St. Pete Beach

Omar Franco, Senior Director
ofranco@beckerlawyers.com; (202) 731-3401

WASHINGTON, D.C.

**1275 K Street, N.W., Suite 850
Washington, D.C. 20005**

Tel: 202.621.7122 | Fax: 202.330.5464

TAMPA

**1511 N Westshore Boulevard, Suite 1000
Tampa, FL 33607**

Tel: 813.527.3900 | Fax: 813.286.7683

January 7, 2025

Dear Mr. Taylor, and the City of St. Pete Beach Selection Team:

Today's political environment, including a new President, a new Republican majority in the House and Senate, and substantial federal funding opportunities for local governments, makes having a strong federal and state lobbying presence more important than ever for the City of St. Pete Beach. Becker & Poliakoff, P.A. (Becker) is pleased to submit this proposal in response to the City's request for Federal and State lobbying services. We have carefully read your scope of services, understand your priorities and expectations, and commit to performing the work required by the RFP and exceeding those expectations.

Becker is a Florida-based multi-state law and lobbying firm with 145-plus lawyers, lobbyists, and professional staff. The firm, founded in 1973 and including eighteen offices, has a proven track record of high performance on similar contracts.

Becker offers the unique opportunity to work with one integrated state and federal lobbying team. The state and federal lobbyists work together seamlessly for numerous municipalities and other public organizations.

Your Proposed State & Federal Lobbying Team

Becker's veteran lobbying team includes experienced, diverse (in gender, race, nationality, political party), and well-connected lobbyists in Tallahassee and Washington, D.C. Becker's Washington, D.C.-based federal lobbying team includes veteran political professionals with deep roots in Florida. They use their collective knowledge of local, state, and federal government programs to represent dozens of cities, counties, universities, trade groups, and private businesses in the halls of Congress and with the Executive agencies. Team leader, **Omar Franco**, will be your primary point of contact, with support from **Anthony Bedell**, **Sadie Haire**, **José K. Fuentes**, and **Max Losner**. Omar Franco has been lobbying for local governments since 2009, after serving as Chief of Staff for Representative Mario Diaz-Balart (R-FL), a senior member of the House Appropriations Committee.

Our bipartisan, bicameral, diverse, experienced lobbyists offer the City of St. Pete Beach an unbeatable opportunity to leverage our Capitol Hill and White House/Administration relationships through our in-depth knowledge and track record of success for local governments in the legislative, appropriations, grant-seeking, and rule-making processes. The bipartisan nature of our lobbying team is built to be highly effective in any political landscape. Like the best lobbying firms in D.C., Becker's clients thrive no matter which party holds the majority as we are not beholden to one party.

We pride ourselves on demonstrating a significant return on investment ("ROI") in federal dollars and appreciate our many longtime clients that renew year after year.

Becker lobbyists have decades-long relationships with Members of Congress, their Chiefs of Staff and key committee staff; political leaders in the White House and Administration; senior officials in federal

departments and agencies; and officials and staff throughout Florida. Being Florida-based and representing many Florida organizations, we are inherently attuned to the City's unique, forward-thinking strategies and ideally suited to advocate and advance your priorities.

No Learning Curve – Becker's Interest in Representing the City of St. Pete Beach

Representing local governments in Washington, D.C. and Tallahassee is a specialty of the Becker lobbying team. Simply put, there is no learning curve. Becker lobbyists understand city issues and the unique public nature of representing local governments. Our existing clients include similar-sized cities and counties with similar priorities, and we are already familiar with the relevant agencies, committees, and allied national and regional organizations. Known as a local government lobbying firm, the Becker team works closely with national advocacy groups such as the National League of Cities, and other local government allies.

The team is proficient in drafting, analyzing and advocating for legislation, securing appropriations and grants in your priority areas, as well as analyzing and responding to administrative procedures and all facets of representation before the legislative and executive branches of government. Our long-term clients appreciate our ability to help them set priorities, develop realistic, common sense strategies and implement the best course of action.

Added Value to the City of St. Pete Beach

The Becker team is the best qualified to serve the City of St. Pete Beach because we *differentiate ourselves* from other lobbyists by conducting a "deep dive" into every aspect of potential federal and state funding. This in-depth approach has been effective in helping Becker clients receive hundreds of millions in grants, appropriations, earmarks, and other funding through traditional and untraditional sources. The City can significantly increase its share of federal and state funding with the Becker team's proven strategies outlined in our proposal.

In sum, our boutique-style hands-on approach and proven track record of securing federal and state funding and policy changes for local government clients provide a tangible advantage over traditional lobbying firms. Our team also distinguishes itself with its commitment to diversity and inclusion, which opens doors to diverse coalitions, caucuses, and Members throughout the country. We stand ready to provide vigorous representation and would consider it a privilege to do so. Thank you for your consideration.

Sincerely,



Omar Franco, Lead Lobbyist
Senior Director

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Scope of Services

The Becker team will hit the ground running to show quick, visible wins to help the City demonstrate success and value. Therefore, we will recommend short- and long-term strategies based on pending legislation, budget considerations, legislative and agency trends, committee and member priorities, and political activities. The Becker team is well-positioned, regardless of the political landscape. Of course, the plan will include specific objectives regarding important meetings with legislative leaders, development, and distribution of key messages in support of the City's priorities, including talking points for St. Pete Beach leaders, creative strategies to communicate the City's priorities through brand lobbying and key accountability milestones to monitor progress throughout the year.

Brand lobbying is Becker's unique approach that integrates advocacy and reputation building to achieve client's goals and priorities. Instead of reactive lobbying directed at a specific and oftentimes urgent issue, we seek to proactively create long-term relationships between our clients and key policy and decision-makers. We continually set up one-on-one meetings between City leaders and Congressional Members and staff. We create talking points to help showcase City needs and support thought leadership opportunities to position City leaders as experts. This allows us to represent our clients **differently and more strategically** by not only engaging on policy matters but also branding St. Pete Beach and its competitive advantages. In addition, we set up lobby day fly-ins, draft testimony, create collateral materials and support City officials at advocacy-focused conferences.

In addition to the proposed Federal and State Lobbying Team, the attorneys and professionals in the Government Law & Lobbying Practice Group, along with the entire firm (approximately 145 members), are available to provide extensive expertise whenever and wherever it is required. Becker has the added benefit of having large law firm resources such as providing legal analysis, interpretation, and technical assistance.

a. Collaborate with City Officials and subject matter experts to develop and execute a recurring and annual Federal/State legislative action plan to represent and support the City of St. Pete beaches priorities and interest with key Federal/State Legislators, relevant committee chairs and influential legislators, relevant Federal/State agencies, related organizations, and the Governor's office.

Upon hiring, we will quickly meet with City officials to workshop the key issues and discuss the political and legislative landscape. We will explore all aspects of the City's priorities and identify additional ideas to leverage funding and strengthen your position. Once priorities are established and we receive the City's final approval, we will develop a work plan with tactics, strategies, and timelines.

To further assess opportunities, we will analyze each priority area's current federal and state funding and policy environment and conduct long-term strategic reviews. Within the first 90 days, we will develop a federal and state strategy and work plan by working with City officials to identify St. Pete Beach -focused research, data, analysis, and background in each priority area.

b. Facilitate regular meetings with key Federal/State legislators, the Governor's office, and Federal/State agency officials to strengthen relationships and maintain support for the City's current and project priorities and interest.

As part of our congressional outreach, we will attend congressional hearings and markups of bills to assess opportunities in each priority area and research relevant programs' legislative history and background to develop innovative ideas for matching programs with your priorities. Our work plan will also include specific lobbying team assignments and accountability milestones.

We will develop a priority list of potential congressional allies (in Florida and beyond) and their committee assignments. We will meet with local delegation Members, staff, and Congressional leadership and staff to develop a legislative strategy to achieve your goals. Concurrently, we will meet with Executive Branch officials to identify funding opportunities that match the City's priorities and regulatory issues impacting the City. Our state lobbying team works regularly with Governor DeSantis' team, state agency officials and legislative leaders to support our municipal clients' priorities.

c. Provide consultation and advice to the City in identifying, defining, and pursuing its annual Federal/State legislation and appropriations requirement and requests.

Once we have created our target list of priority congressional members and finalized our workplan, we will set up one-on-one meetings to introduce or reintroduce the City and its priority issues to Florida delegation members, staff and other key leaders. We will maximize the effectiveness of these meetings by using City data to demonstrate the impact on city residents, plus the regional and statewide effects. For example, when presenting infrastructure or other economic development-related issues, we highlight the economic impact, showing how many constituents are impacted with data such as direct and indirect jobs created by the City. We will prepare talking points for City officials, offer guidance and coaching to City leaders before and after meetings, and provide leave-behind materials for staff to follow up.

Becker's unique "Brand Lobbying" uses a proactive approach to build the City's brand as a thought leader to increase the City's visibility and prominence among similarly sized cities. In this way, we will create meaningful relationships between St. Pete Beach and key policy and decision-makers on your priority issues, such as sea level rise or beach erosion.

Another effective tactic for connecting with influential Members of Congress is working with associations and coalition groups relevant to the City. Legislative briefings can attract a wider audience by coordinating with allied organizations such as the League of Cities. We routinely work with such group's local, state, and regional representatives to ensure open communication and collaboration on priority issues. Coalitions are powerful lobbying platforms.

d. Provide expertise and help outline the City's tactics and techniques to implement the pursuit of its annual Federal/State legislation and appropriations requests in a professional and image conscious manner.

For the next several years, local governments have the rare opportunity to secure historic levels of Federal resources for investment in high-priority programs and systems. The Infrastructure Investment and Jobs Act (IIJA) and other recent Federal laws present a once-in-a-generation opportunity for the City of St. Pete Beach to modernize and innovate its facilities, assets, and infrastructure. The IIJA included \$550 billion in new spending and significant enhancements to established programs.

The Becker team differentiates itself from other lobbyists by conducting a "deep dive" analysis into every aspect of potential federal and state funding for the City. This in-depth approach combined with aligning priorities and leveraging political support has been effective in helping Becker clients receive hundreds of millions in grants, appropriations, earmarks, and other funding. St. Pete Beach can significantly increase its share of funding with the Becker team's proven strategies outlined in our proposal.

Helping the City receive a substantial amount of funding will be an important part of this contract. Our team has extensive experience working with appropriation subcommittee chairs, ranking members, senior leaders and key staff, and have built trusting relationships and a proven track record of securing appropriations and agency grants. Regarding the appropriations process, a small number of people make the vast number of funding decisions and agency grant funding can be successful with our proven strategies.

THE PROOF IS IN THE RESULTS

The Becker team has had significant success in securing funding for municipal clients through legislative appropriations, including member-directed funding and agency grant funding. Becker is adept in the technical process of requesting and securing appropriations and the political process of identifying legislative champions and overcoming obstacles.

Securing grants is another significant but often underutilized opportunity to fund priority programs. The Becker team has been effective at finding little-known grant opportunities, assisting clients with the application and submission process, and knowing the right influencers and advocates to help secure the funding.

The Becker team utilizes three core strategies:

- ✓ exhaustive research to identify and evaluate the best opportunities;
- ✓ intensive educating and lobbying of influencers and decision-makers, and;
- ✓ countless hours supporting and coaching clients to be successful.

Our decades-long experience on Capitol Hill has produced remarkable results for municipal clients, especially in funding their priorities. Below is a list of the Becker Team's recent earmark funding successes that demonstrate our ability to deliver for our clients' diverse funding requests. Each request began with our "deep dive" research, priority setting, and matching approach described below.

FY 2025 Submitted Earmarking Funding		
Client	Project Name	Project Amount
Town of Bay Harbor Islands	Broad Causeway Bridge Replacement	\$250,000
Broward County Sheriff's Office	School Safety Response Equipment and Training Enhancement	\$366,000
Broward MPO	SR-817/University Drive	\$850,000
City of Alexandria	Freedom House Museum Interior Restoration	\$419,000
City of Alexandria	Emergency Shelter Backup	\$1,500,000
City of Alexandria	Violence and Crime Prevention Technology	\$670,000
City of Cape Coral	Northeast Reservoir	\$5,000,000
City of Coral Gables	Campana/Rovino Force Main Replacement	\$2,600,000
City of Hialeah	SE Stormwater Improvements Project	\$3,900,000
City of Hialeah	Police Department Real-Time Operations Center	\$2,000,000
City of Miami	Auburndale Flood Improvements	\$5,000,000
City of Miami	Police Cruiser	\$5,000,000
City of South Miami	Septic to Sewer	\$2,450,000
City of Virginia Beach	Coastal Storm Risk Management Study	\$1,500,000
City of Virginia Beach	I-264 Improvements	\$10,000,000
City of Virginia Beach	Bow Creek Stormwater Operations Center	\$1,000,000
Collier County	Veterans Service Center	\$9,000,000
Collier County	I-75 Everglades Blvd. Interchange	\$2,000,000
CRI	Duncan, OK Water Tower	\$1,000,000
CRI	Kenedy, TX Fire Facility	\$2,000,000
Fish & Wildlife Foundation of FL	Seagrass Protection & Restoration	\$1,500,000
Florida Gulf Coast University	Sequencing the Southwest Florida Shelf	\$800,000
Hennepin County	Emergency Shelter Program	\$3,000,000
City of Lauderhill	Townhomes on the Green Redevelopment	\$1,500,000

City of Lauderdale	Village Place Workforce Housing Project	\$2,000,000
Okeechobee County	Berman Road Improvement Project	\$2,500,000
Palm Beach County	Design Runway 14-32 Extension and Air Traffic Control Tower	\$1,500,000
Palm Beach County	South County Regional Park Improvements	\$850,000
Palm Beach County	Affordable Housing Project	\$850,000
Palm Beach County	PBL Boulevard Bridge	\$2,000,000
Palm Beach County	Burt Aaronson Regional Park Improvements	\$850,000
Sarasota County	River Road Regional Interstate Connector Multi-Modal Capacity Improvement Project	\$3,000,000
Sharp Performance	Alameda County, CA	\$700,000
Street Smarts VR	Nevada State Police	\$360,000
Town of Davie	Bridge Widening & Roadway Improvements	\$850,000
Town of North Lauderdale	Stormwater Culvert Replacement	\$750,000
Virginia Port Authority	Norfolk Harbor Operations & Maintenance	\$10,445,000
City of Winter Garden	Lake Apopka Shoreline Restoration Project	\$4,000,000
YMCA DC/Camp Letts	Preservation, Renovation, & Energy Efficiency	\$1,925,000
	TOTAL:	\$75,685,000

FY 2024 Final Earmarking Funding		
Client	Project Name	Project Amount
Broward County Sheriff's Office	Digital Forensics	\$525,000
Broward County Sheriff's Office	Real Time Crime Center	\$963,000
Broward MPO	SR-5/US 1	\$850,000
City of Alexandria	Crime Prevention Pilot Program	\$670,000
City of Alexandria	Smart Mobility Lab	\$963,000
City of Alexandria	Pendleton Affordable Housing	\$500,000
City of Alexandria	On-Route Charging	\$1,000,000
City of Cape Coral	Septic to Sewer	\$1,000,000
City of Coral Gables	Mobility Hub	\$2,500,000
City of Hialeah	Police Fleet Revitalization Project	\$2,590,000
City of Miami	Water Main Upgrades	\$1,000,000
City of Miami	Little Haiti Youth Center	\$1,000,000
City of Miami	Allapattah Community Action Center Renovations	\$2,853,787
City of Miami	Allapattah Community Action Center Renovations	\$1,700,641
City of Miami	Flagler Affordable Senior Housing	\$3,500,000

City of Miami Gardens	Miami Gardens Multipurpose Center	\$1,000,000
City of North Miami	NoMi Senior Center	\$850,000
City of South Miami	Septic to Sanitary Sewer for Sub-Area K	\$1,750,000
City of Virginia Beach	Virginia Beach Joint Operations Center	\$3,000,000
City of Virginia Beach	Creeds Training Facility	\$693,000
City of Virginia Beach	Laskin Road I-B	\$3,000,000
City of Virginia Beach	Virginia Beach & Vicinity Coastal Zone Management Study	\$400,000
City of Virginia Beach	Rudee Inlet	\$3,900,000
Collier County	Transit Maintenance	\$4,190,000
Florida Gulf Coast University	Groundwater to Surface Water Quality	\$750,000
Florida Memorial University	Cyber Innovation Hub Research & Research-Related Technology and Equipment	\$900,000
Hennepin County	Emergency Shelter System	\$750,000
City of Lauderhill	Comprehensive Domestic Violence Approach	\$963,000
City of North Lauderdale	License Plate Reader	\$750,000
Palm Beach County	Advanced Water Purification Facility	\$959,757
Palm Beach County	Bus Shelter Expansion	\$500,000
Palm Beach County	Workforce Affordable Housing Development	\$2,250,000
Sarasota County	Fruitville Road Capacity Improvements	\$4,000,000
SoundThinking	Gunshot Detection and Location	\$740,000
SSVR	VR Training	\$325,000
Tantalus	City of Radford Smart Power Metering Implementation	\$500,000
Tantalus	Village of Monroeville Grid	\$248,000
Town of Davie	New River Estates Drainage	\$959,757
Urban League of Broward	Village of Oakland Park	\$850,000
Virginia Port Authority	Norfolk Harbor	\$47,450,000
	TOTAL:	\$103,293,942

FY 2023 Final Earmarking Funding		
Client	Project Name	Project Amount
City of Cape Coral	Reclaimed Water Transmission Main	\$1,000,000
Chiles Group	Gulf Coast Shellfish Restoration	\$2,500,000
City of Miami	8th Street Neighborhood Flood Mitigation	\$4,000,000
City of Miami	Jose Marti Park Flood Mitigation Project	\$4,000,000
Town of Davie	Body-Worn Camera	\$800,000

Florida Gulf Coast University	Coastal Ecosystem Health and Harmful Algal Bloom Dynamics	\$440,000
Florida Memorial University	Entrepreneurship Center	\$1,500,000
Hennepin County	Health Equity Legal Project	\$500,000
City of Hialeah	Sewer Line Revitalization, Phase II	\$5,000,000
City of Hialeah	Roadway Revitalization	\$3,000,000
City of Miami Gardens	Repetitive Property Losses	\$750,000
City of North Miami	Museum of Contemporary Art Enhancements	\$3,000,000
Sarasota County	Legacy Trail Pedestrian Overpass	\$1,000,000
Sarasota County	Widening Winchester Boulevard	\$1,000,000
University of Miami	Marine Aquaculture Pilot-Scale Grow-Out	\$750,000
City of Virginia Beach	Law Enforcement Training Facilities	\$1,500,000
City of Virginia Beach	Emergency Operations Center - IT Modernization	\$1,482,900
City of Virginia Beach	Laskin Road	\$2,000,000
City of Virginia Beach	Nimmo Parkway	\$3,000,000
City of Virginia Beach	Virginia Beach Trail	\$750,000
Virginia Port Authority	Craney Island Eastward Expansion	\$30,000,000
Virginia Union University	Center for Technology and Innovation	\$2,000,000
City of West Park	Cultural Facility Development at McTyre Park	\$3,000,000
	TOTAL:	\$72,972,900

e. Assist the City in developing and submitting convincing, accurate and timely Federal/State legislative request documents and related communications. Ensure items are introduced and presented to the City's representatives and key Federal/State leadership early in the legislative process and at critical timelines throughout the legislative session.

The Becker team will assist City officials in developing legislative strategy to advance the City's goals or amend/defeat proposals adverse to them as well as provide pro-active recommendations for future actions.

Together with City leaders, we will develop an advocacy plan that:

1. Delineates your priorities;
2. Recommends strategies for working with federal agencies and congressional supporters;
3. Provides lobbying team assignments with timelines and milestones for accountability;
4. Creates a seamless communications process between the City and Becker lobbying team to be ready to take advantage of programmatic and funding opportunities.

The Becker team will also work with City staff to produce compelling materials to support legislative and funding requests for congressional supporters and agency officials to rely on in decision-making. Becker team members carefully track legislative and agency deadlines for funding requests and will regularly communicate important dates, requirements and recommendations to the city staff.

f. Facilitate, coach and prepare the City for meetings and communications with relevant Federal/State legislators, their staff, committee members and leadership to effectively guide Village legislative request throughout the Federal/State legislative session.

Communication between the City of St. Pete Beach and the Becker team is critical to successful advocacy. Our decades of experience representing local officials help distinguish our approach from other firms. We understand the sensitivities of public sector representation and the importance of regular communication and transparency. We will establish ongoing discussions through written reports and oral communication including:

- a) Written activity reports and updates on pending legislation and City priorities.
- b) General congressional information such as major legislative initiatives, session and committee calendars, staff contacts
- c) Informal conversations and meetings on the status of City priorities including trends or intelligence that will help City leaders and staff stay up to date on City priorities
- d) Video Conference updates on the progress of the City's Federal and State agenda.
- e) DC Fly In programming, agenda setting, talking points and other preparation
- f) In-person presentations to City leaders and staff on status of Federal and State Agenda.

g. Represent and advocate for the City's priorities and interest throughout the year by collaborating with key Federal/State legislators and Federal/State agency staff. Particularly focus efforts during the state legislative session to facilitate access and influence on desired outcomes for the City.

The Becker team has long-term working relationships with your local, state, and regional stakeholders, the Florida Congressional delegation, and Members of Congress with jurisdiction over your priority issues. We are ready to put that knowledge and those relationships to work for the City. We will represent St. Pete Beach in dealings with elected and appointed officials, legislative staff, state, and federal agency officials, both political appointees and career staff.

The Becker team will use its statewide relationships with Florida lawmakers, staff, and others in influential positions to build support for the City's short- and long-term success. Becker lobbyists' decades-long experience working on municipal issues and connections to influential lawmakers expand the number of congressional supporters far beyond St. Pete Beach. We work

closely with leaders on House and Senate Appropriations committees and key subcommittees plus House Transportation and Infrastructure, Homeland Security, Ways and Means, Armed Services, Small Business and Senate Commerce, Health Education, Homeland Security, Banking and Housing, Armed Services, Energy, Environment and Public Works, Finance and others which cover your priority issues.

The Becker lobbying team has deep political roots on both sides of the aisle and decades of experience campaigning, raising funds, and providing strategic counsel to clients and candidates. Team members fully engage in campaigns and elections. We provide political intelligence, analyze races and advise clients on how best to position themselves. We stay connected to incumbents and get to know candidates. We offer clients insider election analysis through webinar programs and customized reports.

The Becker team leverages each team member's varied experiences and unique relationships to serve its clients best. We have strong working relationships with the entire Florida delegation and influential House and Senate members (and their staff) who can serve as references. The same is true for critical members in the outgoing Biden Administration and the incoming Trump Administration. No matter the change in leadership, we are well positioned with the House and Senate committees and subcommittees, as well as with the White House and various agencies.

h. Monitor and provide regular updates on the progress of Federal/State legislation, regulatory and appropriations actions that may affect the City's priorities and interest. Inform and assist the City in making necessary tactical or technical moves and/or changes to influence desired outcomes for the City of St. Pete Beach.

Becker's "secret" formula for success is obsessively learning the institutional history behind an issue, reading every piece of legislation and funding request to protect our clients. This practice helps us position our clients to be successful by knowing what legislation is moving, what legislation is "dead on arrival"; who are the champions and antagonists; which committees are friendly, and which will hide a bill from ever seeing the light of day. Legislative intelligence is the key to effective lobbying. Our team knows where to get it and how to use it to represent our clients. The team uses "Bloomberg Government" to track priority bills and will assist the City with tracking policy and funding relating requests and other relevant legislation.

We routinely provide our clients with "Washington Weekly" newsletters, periodic update memos on city priorities and lobbying activities, press releases, Congressional testimony, handouts, fly-in leave-behinds, and legislative updates. We also routinely share guidance about upcoming agency rulemaking and advise clients on action items that impact funding or programs. Our lobbyists are always available by phone, via email, virtual and in person meetings. We benefit by being part of a large law firm where our lobbyists rely on Becker's lawyers for legal considerations of new laws, rules, and court decisions.

i. Provide general advice, suggested strategies, and research relating to issues important to the City of St. Pete each's Federal/State level legislation, regulatory and appropriations priorities and interest.

Becker will assist the City of St. Pete Beach by providing strategic advice and tailored recommendations on federal and state legislation, regulatory matters, and funding priorities. We will conduct in-depth research to identify key issues impacting the city, such as funding for infrastructure projects, local economic development, and environmental regulations. Becker will help the City craft a legislative strategy that aligns with the key objectives, ensuring the City's interests are effectively communicated to lawmakers. Becker will also monitor relevant legislative developments, engage with policymakers, and advocate on the City's behalf.

j. Facilitate programmatic, grant, and technical support coordination with relevant Federal/State agencies.

Becker has great success developing funding sources through agencies and grant making. Securing agency funding sources requires intimate knowledge and understanding of agency goals and programs, and tenacity to doggedly pursue and secure the funding sources. Becker offers a complete review of the City's needs and will match St. Pete Beach with the highest viability grant opportunities. We will also schedule visits for City officials to meet with decisionmakers at Federal agencies before the grant is released to understand their interests and expectations of applicants. We will engage the Congressional delegation to support the City's projects by providing briefings, drafting letters of support, and talking points for outreach.

The Becker team tracks the release of all federal grants on grants.gov. We also evaluate new grant projects that are funded in the appropriation bills. We stay in constant contact with staff at Federal agencies who are program managers for these grants to be sure that we are proactively identifying grants before they are released.

k. Seek and coordinate grant funding opportunities applicable to the City. This includes identifying relevant Federal/State grant programs and advocating for the City's eligibility and alignment with grant criteria.

There are currently over 2,000 federal assistance programs administered by 26 federal agencies providing more than \$730 billion to state and local governments through grants, formula allocations, and other payments. Becker is a leader in securing funding for clients and has a track record of capturing federal funding through the competitive grant process.

Based on our knowledge of appropriations and authorizing bills for future fiscal years, as well as longstanding relationships with agency staff, we can identify upcoming high-viability funding streams for community priorities. Armed with this funding plan, we can maximize the City's

chances by arranging for City staff to have discussions with federal grant program managers well in advance of the release of the solicitations. This offers a huge advantage in that we can work with you to pitch the project, get feedback on the project and recommendations on any other appropriate grants, and ensure that when the application is submitted, the reviewers are already familiar with the project and have had any concerns addressed. Due to the cone of silence, this is not possible following the release of the notice of funding opportunity. Additionally, pre-identification of grant targets allows us to brief your House and Senate delegation before the application and ensure that they are on board to advocate early and often through outreach to the Office of the Secretary and agency intergovernmental affairs. We have also arranged for agency debriefing sessions following an unsuccessful grant application to get feedback and identify deficiencies that can be corrected in future applications.

Becker Client Successes:

- ✓ For the Virginia Port Authority, the team has secured a total of \$107.1 million in funding through various grants (**New Start, Port Infrastructure Development Grant, Federal Highways Grant**) in our first year of representation. VPA is an excellent example of a politically creative strategy using a regional approach and economic data to demonstrate the multi-state economic impact of the Port's expansion. We leveraged the teams' collective contacts and expertise in economic development to illustrate regional job creation and community impact. We would happily share examples of how we coalesced as a multi-state coalition to support the Port's funding requests.
- ✓ In 2023, Becker secured \$49.5 million in federal grant funding for the City of Virginia Beach. The grants awarded include:
 - **Competitive Grant Awards**
 - \$1,500,000 in **Justice Grants** (Pass-through of FY23 earmark funding for Law Enforcement Training Facilities project)
 - \$3,900,899 in **Homeland Security Grants (Discretionary FEMA Grants** including **Assistance to Firefighters, Port Security, and National Urban Search & Rescue**)
 - \$13,439,126 in **Defense Grants (K-12 Education at Military-Connected Schools & Community Investment Grants)**
 - \$14.9 million in **Transportation Grants (Safe Streets and Roads for All)**
 - **Formula/Block Grant Awards**
 - \$72,122 in **Justice Grants (Byrne Justice Assistance Block Grant)**
 - \$6,490,354 in **Housing & Urban Development Grants**
- ✓ For the City of Alexandria, the Becker team worked to secure support from the City's entire congressional delegation for the Federal Transit Administration's competitive **Low or No Emission Grant** Program. DOT subsequently awarded the City \$24 million for its DASH transit system to buy 13 battery-electric buses, charging equipment, and perform utility upgrades.
- ✓ Secured the **Reconnecting Communities and Neighborhoods (RCN) Grant** for the City of Miami, the City of Jacksonville, and Broward Metropolitan Planning Organization

(MPO). For each project, we worked closely with Mohsin Syed, the Chief of Staff for the Secretary of Transportation, Pete Buttigieg.

- ✓ Secured a \$13 million **US Department of Transportation (USDOT) TIGER Grant** for transportation infrastructure for Collier County. The highly competitive grant was won on a re-application following a high-level debrief with USDOT and outreach from the entire delegation, including then-House Transportation Appropriations Committee Chairman Mario Diaz-Balart (R-FL). The Becker team worked closely with USDOT's Office of Intergovernmental Affairs to achieve this significant win for Collier County.
- ✓ Leveraged our relationship with an international technology client to partner them with Collier County to pursue and win \$500,000 through the **FTA Mobility Innovation Grant**.
- ✓ Assisted the City of Cape Coral in securing funding through the **Paul Coverdell Forensic Science Grant**, which resulted in the award of \$93,796 in competitive U.S. Department of Justice (DOJ) funds to the Cape Coral Police Department.
- ✓ Secured \$2.4 million under the **US Department of Homeland Security (DHS) SAFER Grant** program for fire service staffing in the Town of Davie and \$462,673 through the **Assistance to Firefighters Grant** for new self-contained breathing apparatus (SCBA) and an air compressor cascade system for frontline fire engines and rescue units.
- ✓ Secured a \$12 million **RAISE Grant** for Hennepin County, Minnesota's "Lake Street Multimodal Improvements to Enhance BRT" project. Funding helped to improve the County's bus transit operations with a bus only lane and increasing pedestrian mobility and safety with complete street improvements.
- ✓ Secured an **Economic Adjustment Grant** totaling \$4 million from the EDA for Volusia County working closely with Dr. Barrett Haga and Mr. Greg Vaday of the Administration.

Related Experience

Our team is ready to hit the ground running representing the City of St. Pete Beach. Each member of the Becker lobbying team is an experienced advocate, skilled political strategist who is an able negotiator, successful coalition builder, and trusted lobbyist.

Keys to our success include:

- ✓ carefully and selectively identifying priorities,
- ✓ former high level Capitol Hill and agency officials,
- ✓ fully staffed office to provide the resources needed,
- ✓ researching opportunities, activating political allies and champions,
- ✓ elevating the City's profile through Brand Lobbying and,
- ✓ matching your local priorities to federal and state priorities.

Becker's Lobbying Team is Well-Versed in the City's Priority Topics Of Interest



Traffic and Multi-Model Mobility and Safety

The Becker team has devoted considerable time and garnered much success working with the US Department of Transportation from buses and first/last mile solutions, highways, and right-of-way funding to infrastructure investments at airports, ports, and intermodal transportation. With Anthony Bedell's expertise and contacts from his years working at the highest levels of USDOT, we can assist the City of St. Pete Beach with meeting and exceeding its funding goals for projects to facilitate investments in enhanced transportation, infrastructure, and economic development.

Our connections in Congress and USDOT can help the City find innovative, little-known funding streams and create partnerships to assist with the City's transportation needs. Specifically, we have successfully supported legislative initiatives to increase local government access to cost-effective funding, government-backed low-interest loans, and private capital for priorities including transportation, roads, bridges, trails, and water/wastewater/sewer infrastructure. Additionally, we have effectively secured funding for municipal clients with numerous road/highway/transportation infrastructure projects through the bipartisan infrastructure bill. IIJA continues to provide significant funding for bridges, highways, surface streets, pedestrian safety, rail crossings, safe streets, SMART cities, mass transit and other related projects. As noted below, we helped our clients gear up quickly and politically to apply for and secure funding.

Federal investments in transportation infrastructure can be game-changers for cities. Becker's strategy of elevating our client's priorities to the right high-level decision-maker and using compelling demographic and economic data to demonstrate need has been vital to our success.

We have also built and led regional coalitions to show regional economic impact and secure broad political support.

As examples:

- ✓ Becker's federal lobbying team helped secure the Reconnecting Communities and Neighborhoods (RCN) Grant for the **City of Miami**, the **City of Jacksonville**, and **Broward Metropolitan Planning Organization (MPO)**. For each project, we worked closely with Mohsin Syed the Chief of Staff for the Secretary of Transportation, Pete Buttigieg. The **City of Miami** received \$60,353,730 for the Underdeck to transform the barrier of the original highway by integrating a 33-acre public open space and mile-long trail system below I-395. The Becker team secured this historic win for the City by working with Senator Marco Rubio. We repeatedly sent this support letter, pictured here, to the DOT. The **City of Jacksonville** received \$147,089,058 for the Emerald Trail, which will reconnect disadvantaged communities divided by Interstate 95 (I-95) and mitigate adverse environmental and socioeconomic impacts caused by this burdening highway. **Broward MPO** received \$1,500,000 for Connect FTL to improve five highway-rail grade crossings of roadways with the Florida East Coast Railroad (FEC) by tunneling under the railroad to improve pedestrian and cycling connections between the majority-Black west side of Fort Lauderdale, and the wealthier east side.
- ✓ Becker's federal lobbyists helped the **City of Jacksonville** secure a \$1,250,000 grant from the Build America Bureau, a division of the U.S. Department of Transportation. This funding will support management of the LaVilla Transit Innovation and Equity Project, an effort to revitalize key transportation assets by transforming existing facilities into a cohesive, multifunctional transit hub in downtown Jacksonville.
- ✓ **Collier County's** primary focus has been on transportation infrastructure funding, water quality and water infrastructure, disaster funding, beach erosion, shore renourishment, FEMA reimbursements, and national flood insurance program stabilization. Collier has achieved significant funding and legislative success, including \$13 million in USDOT TIGER Grant funding for transportation infrastructure for Collier County. This highly competitive grant was won on a re-application following a high-level debrief with USDOT and outreach from the entire delegation, including then-House Transportation Appropriations Committee Chairman Mario Diaz-Balart (R-FL). The Becker federal lobbying team worked closely with USDOT's Office of Intergovernmental Affairs to win Collier County's significant win.
- ✓ For the **City of Alexandria**, the Becker federal lobbying team assisted in securing nearly \$24 million in funding for the Low-No Grant Program as part of DASH's transition to a 100% zero- emissions fleet. We also secured \$1,000,000 for the City to establish the Smart Mobility Lab (SML) and invest in initial research and technology development where gaps exist to attract and leverage industry engagement. Some smart mobility technologies that may be deployed in the SML include: a data exchange system for integrating data from various systems deployed in the SML while providing security and appropriate access for research and development opportunities; smart intersection

solutions that identify conflicts and improve vulnerable road users' safety; adaptive lighting on roadways that adjust with changing weather conditions and traffic; implementation of customizable features (like real-time red light patterns changes) to accommodate traffic flow; and the analysis and creation of mobility hubs to connect multiple modes of transportation and make commuting easier.

- ✓ Becker's state lobbyists helped **Americas Transportation** secure and negotiate the contract for Miami-Dade Transit express route to add more buses going from Miami-Dade to Key Largo.
- ✓ Becker's state lobbying team also represents **Transdev**, an operator and global integrator of mobility, delivering transit solutions to local governments, universities and others around the world. Transdev is the maintenance of way contractor, before the South Florida Regional Transportation Authority. The firm has led negotiations with the SFRTA and through that work, has become intimately familiar with local, state, and federal level funding.



Resilient Infrastructure

The Becker team has successfully secured federal funds for various infrastructure projects through DOT, DHS, DOC, and other agencies. Like many cities, we understand that St. Pete Beach needs funding to service its residents. We are adept at identifying potential funding sources for local infrastructure projects such as neighborhood revitalization, stormwater and sewer improvements, waste management, clean water, road improvements including emergency evacuation routes, ingress and egress, communications systems, and other public works projects. We work hard to match our client's local needs with the priorities of federal programs and we will work with City staff to request appropriations funding, identify grant funding, build political support, and create compelling narratives and data to support your needs.

As examples:

- ✓ In 2023, the **City of Hialeah** identified several roadways that needed infrastructural improvements. The improvements consisted of storm water mitigation through the installation of curbs and gutters, a complete reconstruction of the identified roadways, installation of sidewalks, and energy efficient LED street lighting. Through THUD, the Becker federal lobbying team secured \$3,000,000 for the Roadway Revitalization and \$5,000,000 for Phase II of the Sewer Line Revitalization.
- ✓ The **Town of Bay Harbor Islands** is in desperate need of the Broad Causeway Bridge Replacement. Becker's federal lobbying team worked with Rep. Frederica S. Wilson (D-FL) to submit a \$5,000,000 earmark request for FY25. The need for this project is crucial due to the current bridge rating, safety concerns, and rising maintenance costs.
- ✓ For **Collier County**, the federal lobbying team helped achieve \$9+ million to purchase new buses and rehabilitate its existing operations and maintenance building. We proactively helped Collier officials design a project aligned with the grant requirements and our knowledge of FTA's priorities.

- ✓ **Collier County** also secured millions for transportation infrastructure to support improvements to two critical interchanges on I-75 at Everglades Boulevard and Collier Boulevard/S.R. 84, with the help of Becker's federal lobbyists. These improvements were critically needed to provide access to safe evacuations from storms and fires as significant growth continues in Collier County.
- ✓ The Becker federal lobbying team secured \$750,000 for the **City of Virginia Beach** trail. Funding will be used to construct a paved shared-use, 3-mile segment that will connect to Norfolk's Tide and HRT bus system, continue through two federally designated Opportunity Zones and Town Center, and terminate at Constitution Drive.
- ✓ For the **City of Miami**, Becker's federal lobbying team worked with Rep. Maria Elvira Salazar's (R-FL) office to secure funding for two flood mitigation projects in the most adversely affected areas of the city. The 8th Street Neighborhood Flood Mitigation Project and the Jose Marti Park Flood Mitigation project received \$4,000,000 in the Transportation-HUD Appropriations bill under the Economic Development Initiative Account. The Little Havana community's 8th Street and the Jose Marti Park Flood Improvement projects will address the significant flooding during king-tides, rain events, and effects of the sea-level rise.
- ✓ For the **City of Miami**, Becker's federal lobbyists secured \$1,000,000 for drainage improvements, wider roadways, and new and safer sidewalks and crosswalks.
- ✓ During the 2022 session, Becker's state lobbying team was integral in removing language from Senate Bill 398 that would have placed a cap on the amount of funding from the State Transportation Trust Fund that could be committed toward transportation projects. This is one of the many examples of Becker's state lobbyists successfully securing funding and monitoring legislation for resilient infrastructure.



Shoreline and Storm Protection

Shoreline and storm protection are essential for safeguarding coastal communities from erosion, property damage, and flooding. These protections, such as seawalls, dunes, and flood barriers, help preserve valuable ecosystems, reduce the impact of storm surges, and protect infrastructure and local economies. The Becker team will support these efforts by advocating for legislation, securing funding, and influencing policy development at local, state, and federal levels.

As examples:

- ✓ Becker's federal lobbying team has secured funding for stormwater drainage infrastructure, roadway improvements, and water management capacity for coastal clients like **Collier County** and **Cape Coral**. The Becker team has also had great success elevating our clients' profiles through congressional testimony, site visits, and speaking engagements.
- ✓ Becker's federal lobbying team helped secure \$400,000 for the **City of Virginia Beach** to continue development of the Virginia Beach Coastal Storm Risk Management

feasibility study. This study will address the risk caused by storm surge flooding, waves, and erosion, and formulate plans to manage the impacts coastal storms have on the City.



Coastline Erosion and Environmental Protection

The Becker team recognizes and supports your goals to improve environmental impact, save money, create sustainable and resilient systems to combat heat and flooding, and promote carbon reduction, recycling, and energy efficiency-related programs. The Becker team is ready to help the City of St. Pete Beach secure federal and state grants for research and infrastructure, raise awareness about the importance of preserving coastal ecosystems, and build coalitions between government agencies, environmental groups, and local communities to ensure effective long-term solutions.

As examples:

- ✓ For **Palm Beach County**, Omar Franco has been at the forefront of Everglades restoration funding and environmental mitigation strategies to protect Florida's beaches and waterways. Omar is helping lead a coalition of 16 counties around Lake Okeechobee, working with influential Congressional staff and lawmakers.
- ✓ Becker has continued to work with **Collier County** on transportation infrastructure funding, water quality and water infrastructure, disaster funding, beach erosion, shore renourishment, FEMA reimbursements, and national flood insurance program stabilization.
- ✓ Becker's federal lobbying team worked with **Florida Gulf Coast University** to secure \$440,000 for Coastal Ecosystem Health and Harmful Algal Bloom Dynamics research. This project enabled FGCU to conduct an intensive study on the effects of Caloosahatchee River discharges on coastal water quality and benthic (bottom) habitats, including impacts of harmful algal blooms (red tide and blue-green algae), nutrient loading, and low salinity on local fishes, sponges, and shellfish. This study is a new approach, with particular emphasis on local artificial reef structures and natural hard bottom habitats that are both significant fishing grounds for recreational, charter and commercial fishermen. The project provided excellent experiential learning opportunities for FGCU students and generated valuable data to assess the resiliency of our coastal ecosystems to harmful discharges from the Caloosahatchee and related harmful algal bloom impacts.



Beach Renourishment

Becker team members understand the unique funding challenges and programmatic issues facing Florida's local governments, especially coastal communities which must deal with shore protection, beach erosion, and storm water management among other issues.

We work closely with FEMA, EPA, Army Corps of Engineers, as well as members of the House Energy and Commerce, and Natural Resources committees and Senate Environment and Public

Works, Commerce, and Energy and Natural Resources committees, and the respective Chairs and Ranking Members.

As examples:

- ✓ Becker's federal lobbying team secured \$3 million dollars from the FY18 Army Corps of Engineers Disaster Supplemental Spending plan for a Beach Renourishment Feasibility Study in **Collier County** through work with Army Corps of Engineers,



Sea-Level Rise

Becker's Sea Level Advisory Team provides flooding and sea-level rise counsel to a variety of clients with regard to development projects, procurements, insurance claims, land use issues, common ownership housing issues, government mitigation plans and processes, and other related issues. In 2021, Becker's state lobbying team was instrumental in helping to secure the passage of Florida's "Always Ready" legislation which provides more than \$100 million every year to help Florida communities combat the effects of rising sea levels.

As examples:

- ✓ Becker federal lobbyists worked with Rep. Maria Elvira Salazar's (R-FL) office to secure funding for two flood mitigation projects in the most adversely affected areas of the **City of Miami**. The 8th Street Neighborhood Flood Mitigation Project and the Jose Marti Park Flood Mitigation project received \$4,000,000 in the Transportation-HUD Appropriations bill under the Economic Development Initiative Account. The Little Havana community's 8th Street and the Jose Marti Park Flood Improvement projects will address the significant flooding during king-tides, rain events, and effects of the sea-level rise.
- ✓ Becker's state lobbying team worked with client **American Flood Coalition Action (AFCA)** and state leaders to establish statewide resiliency programs that address flooding and sea level rise. Senate Bill 1954 established statewide resiliency programs that assess and address inland and coastal flooding and sea level rise. SB 1954 also created the Resilient Florida Grant Program within the Department of Environmental Protection (DEP) which provided funding, subject to appropriation, to local governments for the costs of resilience planning and projects to adapt critical assets.



Flooding

Becker is at the forefront of policies, resources, and solutions to proactively address flooding and drive adaptation to higher seas, stronger storms, and more frequent flooding. Becker's state lobbying team members worked closely with Governor DeSantis, legislative leaders, the state's Chief Resilience Officer, and the Department of Environmental Protection (DEP) leaders to pass the Always Ready Resiliency law so Florida's cities can be more strategic and proactive in protecting inland waterways, coastlines, shores, and natural resources. Becker continues to secure millions in funding on behalf of our clients to minimize flooding and improve roads.

As examples:

- ✓ Becker's federal lobbying team worked with Congresswoman Maria Elvira Salazar on behalf of the **City of Miami** to secure \$5,000,000 for Auburndale Flood Improvements. This project will be used to install new drainage systems and raise roadways to address flooding in low lying areas.
- ✓ For the **City of Lauderdale Lakes**, Becker's state lobbying team secured funding in the amount of \$1,000,000 for Canal System Conveyance, and Water Quality, \$484,000 for Street Roadway Improvement to NW 21st Street, and \$1,000,000 for NW 31st Ave Corridor Improvement.



Stormwater Systems

The Becker team has helped steer tens of millions of dollars for clean water and related water infrastructure projects to local government clients, including stormwater drainage, water plant filter rehabilitation, water pump station construction, reclaimed water, drainage and retention ponds, water pollution reduction, canal system conveyance, well installation, stormwater ADA compliance.

As examples:

- ✓ The Becker federal lobbying team successfully secured \$1,000,000 for the **City of Cape Coral** Septic to Sewer Conversion. This project converts about 7,300 property parcels within the City from septic and private wells to sewer and city water. Funding will also support stormwater enhancements, reuse/irrigation water and new roadways, reducing the harmful contaminants entering regional waterways and the number of private wells in the northern part of the city are rapidly depleting water resources from shallow aquifers. Residents will gain access to the City's potable water and distribution facilities, reducing the frequency of wells running dry and saltwater intrusion. This project also reduces dependence on fresh water and provides a disposal method of treated wastewater for lawn irrigation and fire protection uses. The Becker team worked with Cape Coral's local congressman, Rep. Byron Donalds (R-FL) to secure this win.
- ✓ For the **City of Hialeah**, the Becker federal lobbying team helped submit an appropriations request for \$3,900,000 to fund the Southeast Stormwater Improvements Project. This funding will be used for infrastructure improvements including storm water mitigation through the installation of curbs and gutters, as well as the reconstruction of roadways. Additionally, the project includes the installation of sidewalks and energy efficient LED street lighting.



Water Quality

The Becker team has handled many water and wastewater infrastructure projects for local government clients. Becker lobbyists represent several coastal communities where water quality is a top priority. We have worked on various water projects on behalf of clients, beginning with authorizations through the Water Resources Development Act (WRDA), all the way through funding through congressional appropriations,

and with the Office of Management and Budget (OMB). We often work with the Army Corps of Engineers at the Corps Headquarters and Jacksonville offices facilitating Project Cooperation Agreements. Recognizing the need for water resources to deal with harmful algal blooms and other issues caused by old and crumbling septic tanks in Volusia County, the Becker team worked with Senator Marco Rubio to secure passage of the Clean Coastal Waters Act (S. 66 117th Congress).

As examples:

- ✓ In 2021, **Sarasota County** received a \$105 million low-interest loan to upgrade and expand a water reclamation plan through the US EPA Water Infrastructure Finance and Innovation Act program, with the help of Becker's federal lobbying team. The funds will pay for half of the County's planned enhancements to the Bee Ridge Water Reclamation Facility to meet national requirements by 2025 to make water safer and expand the treatment capacity to 18 million gallons per day. The County will realize long-term savings in the millions of dollars.
- ✓ **North Bay Village, FL** relied on wastewater being pumped for more than two miles to Miami Beach to be processed. This main pipeline rested on Biscayne Bay's floor and was exposed to hazards such as impacts from boats. Damage to the pipe was accelerated by corrosion and age. This pipeline had caused six spill accidents and was causing continued environmental damage and health risks to North Bay Village and all the surrounding communities. The Becker federal lobbying team leveraged federal funding through an appropriations request. After several years of work, North Bay Village received notification that it had been awarded \$4,655,012 to completely rehabilitate the existing 12,000 feet of 12-inch force main that crosses the Biscayne Bay.
- ✓ The Becker federal lobbying team worked with our client, **Sea & Shoreline**, on the King's Bay Restoration Project in Crystal River. This project removed over 92-acres of Lyngbya and detrital material that had accumulated within residential canals. This was replaced with a healthy seagrass known as Vallisneria Americana. The newly planted seagrass has now spread to over 400 acres of the bay and the water quality has shown steady improvement.
- ✓ For **The Chiles Group**, the Becker federal lobbying team secured \$2,500,000 to support large-scale estuary habitat restoration and resilience projects in Southwest Florida. This project will improve estuary water quality, reduce the toxicity and persistence of harmful algal blooms, enhance estuary resilience to climate-related factors, stabilize sediment and improve shoreline protection qualities, mitigate estuary habitat loss, increase ecological productivity and biodiversity; and stimulate new commercial and recreational opportunities in local communities. The team worked with Congressman Vern Buchanan to secure this victory.
- ✓ Becker's federal lobbying team requested \$5,000,000 in FY25 for the **City of Cape Coral's** Northeast Reservoir Water Transmission and Regional Water Supply. This project aims to channel up to 1.44 billion gallons of water annually from a reservoir to Cape Coral's freshwater canal system.



Electrical Utility Undergrounding and Reliability

Internet access and affordability are critical to economic viability. The Becker team works with local government and private sector companies to help build high-quality broadband infrastructure that supports investments in urban, suburban, and rural areas. We understand that the lack of high-speed broadband services in some areas continues to be a challenge affecting millions of Americans' lives and future education and economic development opportunities. With that in mind, we are proud of the work our firm and our D.C. Office Director Omar Franco has done with our client, the Florida Rural Economic Development Association – a consortium of rural counties promoting and advancing public and private economic development. We have led efforts with various federal agencies to better direct resources to communities deploying critical broadband services.

To create more economic development opportunities, we have worked to remove inequities faced by developing communities from programs such as the Federal Communications Commission's (FCC) Broadband Data Collection program and the National Telecommunications and Information Administration's (NTIA) Broadband Grant Program.

As examples:

- ✓ For **Hennepin County**, the federal lobbying team mobilized support from the Minnesota Congressional Delegation and helped the County comment on US Treasury Department rules, providing greater flexibility for broadband grants.
- ✓ The federal lobbying team assisted **Collier County** in securing the \$500,000 FTA Innovation Grant to become a test site for NTT Data's Transit Data Twin and Simulator project under the Enhancing Mobility Innovation (EMI) program.
- ✓ **Horsepower Electric**, a Becker state lobbying client since 2011, is involved in all aspects of electrical design, installation, and maintenance for several municipalities, including the City of Sweetwater, City of Miami Springs, City of Sunny Isles Beach, Miami-Dade County, City of Miami, and City of Aventura, among others. During our representation, we have continued to secure significant victories including winning a bid protest for Horsepower Electric in the City of Weston. Horsepower was the third-place bidder and successfully knocked out first- and second-ranked firms. Becker also helped secure a \$12,854,000 contract to Horsepower Electric for Roadway and Traffic Construction and award of two successive Mast Arm Design Builds \$8,649,000 and \$8,145,335.



Property Insurance

Becker's State legislative team is well-informed on this important state issue representing cities and other public entities in Tallahassee.



Flood Insurance

Flood insurance helps protect property owners from the financial devastation caused by flooding, covering repair costs, and reducing the burden on local governments in disaster recovery. Becker will help advocate for federal and state funding that supports flood mitigation projects. We will also work with legislators to ensure that flood insurance remains accessible and effective for vulnerable communities.

As examples:

- ✓ Becker's federal lobbying team worked with **FEMA** and **Rep. Frederica Wilson's** office to secure the re-certification of the **City of North Miami** for the National Flood Program Community Rating System (CRS). The CRS program provides flood insurance discounts for residents of the community who take preventative measures to prevent flood and flood damage. North Miami was disqualified from the program for administrative reasons, and we worked successfully to have their status reinstated.
- ✓ As former Director of the South Florida Water Management District (SFWMD), Miami-Dade Regional Office, José K. Fuentes was recognized for his work during the "No Name Storm," which impacted the **City of Sweetwater**, bringing close to ten inches of flood water to the City. Realizing the critical problem in the City due to it being built much lower than the rest of Miami-Dade County, José worked closely with the then-Mayor to help resolve many problems that resulted from the No Name Storm, including attaining money for two pump systems, the G-24, located at the mouth of Biscayne Bay, and G-44, located on the western edge of the City. Both pumps move hundreds of cubic feet of water per second out to tide, allowing for the creation of more capacity for the City to continuously pump out flood water during major storm events. Because of the work he and his colleagues did, flood insurance was lowered for thousands of residents in the City – a major success for Sweetwater.



Condominium Associations Regulations

Becker's legal practice grew out of its pioneering role creating the Florida law pertaining to the operation of common ownership housing and remain well-connected to regulatory changes impacting associations and residents in Florida. Many of the leading cases in the field bear the firm's name. Our attorneys are recognized as individual leaders in the field through published works, public service, legislative activities, and industry group leadership positions. Several attorneys are members of the prestigious College of Community Association Lawyers (CCAL). In Florida, Becker has the largest, dedicated team of Board Certified attorneys in Condominium and Planned Development Law among any firm in the state.



Building Standards, Code and Certification Requirements

Celebrating its 50th year in practice, Becker's legal practice is proudly recognized as the leader in Construction law. Becker has more board-certified construction attorneys than any other firm in the state of Florida. Construction attorneys can help

our clients prevent or mitigate any potential defect disputes from arising, and if they do arise, the Firm's lawyers have the expertise and experience in resolving high-stakes controversies through litigation, mediation, and arbitration, as well as securing insurance coverage for many of these claims.

Becker attorneys have contributed to Florida construction law through involvement with the Florida Bar's Construction Law Committee which make legislative recommendations relating to building code standards and related construction issues.



Zoning Codes

Creating and transforming land use and zoning classifications to assist clients who are pursuing development projects and business opportunities throughout the state has been an important part of Becker's core business since its inception. The combination of our pre-eminence in real estate, local governmental law, lobbying, and construction law provides our clients with unique and unparalleled counsel in planning, developing, and building projects. Anthony Bedell's expertise on transportation policy and work in the Northern Virginia Transportation Authority (NVTa) provides a deep understanding of the interplay between land use, development, and transportation policy.

As local government lawyers and lobbyists, the Becker team has extensive knowledge and experience with Florida's growth management law, the "Community Planning Act" which took the place of the long-standing "Growth Management Act" which is intended to encourage local governments to protect land, water, and resources consistent with the public's interest through the process of comprehensive planning. Team members routinely work with the Department of Community Affairs, local and regional agencies and legislators and committee staff on the relevant House and Senate committees.

As examples:

- ✓ **City of Virginia Beach** secured two land conveyance requests within the FY 2022 National Defense Authorization Act (NDAA), with the help of Becker's federal lobbyists. This included 8 acres from the Navy/Naval Air Station Oceana near the Midway Manor housing project to be used for a stormwater retention and other purposes and 2.77 acres from the Navy for additional school bus parking.
- ✓ The Becker federal lobbying team secured \$750,000 for the **Virginia Beach Trail**. Funding will be used to construct a paved shared-use, 3-mile segment that will connect to Norfolk's Tide and HRT bus system, continue through two federally designated Opportunity Zones and Town Center, and terminate at Constitution Drive.
- ✓ Becker's federal lobbying team has worked with the Economic Development Administration (EDA), **Volusia County** and **Daytona Beach Regional Airport** to develop airport property in a designated opportunity zone into an innovation park best utilizing the surrounding assets. The County received a \$4M grant from EDA for this purpose.



Golf Carts

Becker has successfully lobbied for streetscape improvements and roadway reconstruction on behalf of several clients to enhance the safety of pedestrians.

As examples:

- ✓ The Becker federal lobbying team helped **Sarasota County** receive \$4,000,000 for the Fruitville Road Capacity Improvements. Funding for this project will be used to support the design, permitting, and right-of-way acquisition. These improvements will increase travelers' safety and capacity for vehicles, pedestrians, and bicyclists along the road. The Becker team worked with Sarasota's local congressman, Rep. Gregory Steube (R-FL) and his staff to demonstrate the need and secure this win.
- ✓ For the **City of Virginia Beach**, Becker's federal lobbying team helped secure \$2,000,000 for Laskin Road. Funding for this project will be used for roadway improvements, including widening the four-lane road to a traditional six-lane divided facility with a raised median, a sidewalk, and a shared use path for bicycles and pedestrians.
- ✓ Becker's federal lobbying team secured over \$15 million in federal funding to upgrade safety at rail crossings on the busy Florida East Coast Railway line throughout Broward County. The Federal Railroad Administration (FRA) grant was awarded to client, **Broward's Metropolitan Planning Organization (MPO)** as part of President Biden's Bipartisan Infrastructure Law to help reduce train-vehicle collisions and blocked rail crossings across the country.
- ✓ For the **City of South Miami**, Becker's state lobbyists requested \$1,600,000 in FY24 to fund the South Miami Bike Lanes Project which would provide a clear and safe path for cyclists. Unfortunately, this project was vetoed, however funding would have been used to connect existing bike lanes on 62nd Avenue and 57th Avenue from the Ludlam Trail to The Underline as well as along SW 57th Avenue from Kendall Drive (SW 88th Street) to the Underline. This project would have included a combination of bike lanes, sharrows, and intersection safety improvements, along with landscaping and the creation of a uniformed tree canopy on 64th Street West of 62nd Avenue.



Seniors and Special Needs Programming

Becker has successfully secured funding for senior centers and special needs programming on behalf of various municipal clients. We also have experience in recreational activities including parks, cultural programs, sporting events, tourist attractions, historical preservation, and infrastructure investments.

As examples:

- ✓ In FY24, the Becker federal lobbying team secured significant funding for the **City of Miami**, including \$2,853,787 for the Allapattah Community Action Elderly Center Renovations project and \$1,700,641 for the Allapattah Childcare Center Renovations project; \$1,000,000 for the Little Haiti Youth Center.
- ✓ For the **City of West Park**, the Becker federal lobbying team worked with Rep. Wilson,

pictured on the right, to secure \$3,000,000 for the Cultural Facility Development at McTyre Park. This project will include a cultural community center and gymnasium. The facility will be entirely ADA accessible to address Special Needs programming.

- ✓ The **City of North Miami** received \$850,000, with the help of Becker's federal lobbying team, to provide a NoMi Senior Center to engage seniors in the community and promote healthy aging. This center will include an easily accessible kitchen and community gathering spaces to benefit the senior residents of North Miami.
- ✓ For **Pensacola Care. (PCI) (Quest Management)**, the state lobbying team successfully secured a statewide appropriations increase of \$11.5 million for Intermediate Care Facilities for Individuals with Development Disabilities (ICFIDD). The ICF community that takes care of Florida's most vulnerable was desperate for an update to their funding. This statewide success of \$268 million resulted in over \$1 million being directly appropriated to PCI, our client, to help fund nearly 317 beds and associated care fragile Floridians.
- ✓ For the last five years, the **City of West Park** has received funding for their senior programming offering services that include social interaction, recreational outings, health fairs, exercise, and nutrition. During the 2024 session, the Becker state lobbying team was able to double the amount of funding allowing the City to serve more seniors.
- ✓ Becker's state lobbying team has also helped the **City of Miami** receive \$1,750,000 in funding for the rehabilitation and expansion of the Badia Senior Center. The center will provide health and wellness activities such as recreational, social programs, lunches, computer classes, field trips, and more.



Emergency Management Planning, Preparation, Response, and Recovery

The Becker team regularly engages with FEMA for our local government clients. FEMA is a lifeline to local governments during an emergency. It provides public assistance grants, which reimburse state and local governments that depend upon timely approval of this assistance for disaster-related costs, including repairs to damaged infrastructure, public services, and facilities, as well as cleanup and debris removal. These funds reimburse emergency services such as police, fire, and emergency management for extraordinary overtime pay expenses to protect and assist our residents during a disaster.

Emergency preparedness is essential to protect your neighborhoods, businesses and homes before, during, and after a storm. The Becker team is adept at identifying potential funding sources for local infrastructure projects such as neighborhood revitalization, stormwater and sewer improvements, waste management, clean water, road improvements including emergency evacuation routes, ingress and egress, communications systems, and other public works projects.

As examples:

- ✓ Advocating on **Volusia County's** behalf to then-HUD Secretary Marcia Fudge and senior officials of the Biden White House, the Becker federal lobbying team assisted the County

in receiving a directed allocation (where funds are typically passed through the State) of CDBG-DR funding. Volusia received post-hurricane totaling \$328M.

- ✓ The Becker federal lobbying team scored a significant victory for its local government clients working with Members of the Florida and Virginia Congressional delegations and allied organizations on language restricting FEMA's ability to de-obligate funds many years after a disaster. The new language limited FEMA's ability to de-obligate funds. Previously, FEMA had a three-year statute of limitation to recover payments made to a State or local government for disaster assistance. The three-year window started after the transmission date of the final expenditure report for the disaster. The bill language changed the three-year window to begin once the Project Worksheets were transmitted instead of delayed waiting for the final expenditure report's completion. We were proud to collaborate with other communities and organizations to help our local government clients secure the win.
- ✓ **Sarasota County** received post-hurricane relief of \$133 million from FEMA, with the help of Becker's federal lobbying team.
- ✓ Becker's federal lobbying team helped the **Town of Davie** secure a U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) de-obligation appeal through the State of Florida associated with Hurricane relief of \$1.2 million.
- ✓ For the **Town of Lake Park** in Palm Beach County, Becker's state lobbyists helped secure \$3,500,000 for Hurricane Prevention Drainage Funding for Lakeshore Blvd. through Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management.



Retention of Home Rule Powers

Defending Home Rule occurs every session when representing local governments in Tallahassee. Becker helps to protect the retention of Home Rule powers by building relationships with lawmakers, providing data and research to demonstrate the benefits of local control, and mobilizing public support through coalition-building and grassroots campaigns.

As examples:

- ✓ As one of only three Home Rule counties, the State cannot pass legislation that only affects Miami-Dade. In our representation of **Miami-Dade County**, defending Home Rule is at the very pinnacle of legislative priorities.
- ✓ We routinely work closely with the Florida League of Cities. A few years ago, Becker's state lobbying team worked with the League and our client, the **City of Cape Coral**, to develop and execute a legislative strategy on the Vacation Rental Preemption issue. A top House priority, we worked with city leaders and Cape Coral's Senator to craft multiple amendments in the friendlier Senate Committee that ultimately helped kill the bill for the year.

Becker Has Extensive Experience Working With the City's Agencies of Interest

State House of Representatives, State Senate, and Relevant Committees

We are Florida lobbyists with deep experience in Tallahassee with State legislative and Executive agency funding advocacy in Tallahassee and close working relationships with local government leaders.

Becker takes pride in its representation of local government clients. The lobbying team already knows the issues, funding streams, and programs impacting city governments; the team already knows the committee staff and elected leaders on the relevant committees as well as key agency personnel at the relevant executive agencies. The team has worked with organizations such as the Florida and National League of Cities to build coalitions and develop consensus around local government priorities.

We work throughout the year to maintain solid relationships in all levels of government. We take pride in maintaining high level relationships in both parties and have been successfully representing clients through leadership changes in the Executive and Legislative branches of government for more than three decades. Each election cycle, our state lobbyists travel all over the state to stay connected to incumbents and get to know new elected officials. Our team's varied experience, geographical and cultural diversity has allowed us to support and build quality relationships with legislators throughout Florida.

Becker lobbyists have long-term relationships with leadership in the substantive Committees in the House and the Senate as well as the all-important Appropriations Committee and the Governor's office and agencies. Team members Jose Fuentes and Max Losner represent multiple municipalities (from South Florida) in the Florida Legislature.

The Becker team also has a close relationship with Pinellas County Commissioner **Kathleen Peters**, former member of the Florida House of Representatives.

Governor's Office and Relevant Offices

Becker's state lobbyists worked closely with Governor DeSantis, legislative leaders, the state's Chief Resilience Officer, and the Department of Environmental Protection (DEP) leaders to pass the Always Ready Resiliency law so Florida's cities can be more strategic and proactive in protecting inland waterways, coastlines, shores, and natural resources. This is just one of the many examples of Becker working successfully with Governor DeSantis.

Florida Department of Environmental Protection, Florida Division of Emergency Management, and Florida Department of Transportation

Becker's state lobbyists will work with the City to take advantage of our long-standing relationships with senior-level leaders in agencies such as the Florida Division of Emergency Management (FDEM), Florida Department of Environmental Protection (DEP), Florida

Department of Economic Opportunity (DEO), and Florida Department of Transportation (FDOT) to help secure funding to solve problems and achieve goals without going through the traditional appropriations process.

We represent numerous private transit companies and the Miami-Dade TPO and regularly work with FDOT District Administrators and their teams to help municipal clients navigate bureaucracy and get results. We will leverage these relationships to help the City of St. Pete Beach. We have extensive experience working with FDEM, dealing with reimbursements after Hurricane Irma. In a post recovery stage of any emergency declaration or natural disaster, the Becker team diligently works with our local government clients to secure adequate resources and proper reimbursements. At the DEP, Becker worked with client American Flood Coalition Action (AFCA) and state leaders to establish statewide resiliency programs that address flooding and sea level rise. Senate Bill 1954 established statewide resiliency programs that assess and address inland and coastal flooding and sea level rise. SB 1954 also creates the Resilient Florida Grant Program within the DEP which provides funding, subject to appropriation, to local governments for the costs of resilience planning and projects to adapt critical assets.

United States House of Representatives, United States Senate, and Relevant Committees

As former congressional chiefs of staff and other high level roles, the Becker team enjoys long-term relationships with key Congressional Members, committee and personal staff. We continually cultivate strategic relationships to help our municipal clients build their own relationships with key players on the Hill and in the agencies.

Becker lobbying team members are constantly on the Hill interacting with Congressional Members, staff, and Administration officials and gathering legislative and political intelligence. Our public and private sector clients enable us to interact with both Senate and House leadership and Members from both sides of the aisle. In addition, our lobbying team's diversity (i.e., gender, ethnic, political) creates strong relationships with Members of the Tri-Caucus (Congressional Hispanic Caucus, Congressional Black Caucus, Asian Pacific Caucus) from all over the country. We get to know them before they assume leadership positions so that when they eventually have a gavel, we are a known resource to those members and their staff.

Anthony Bedell has worked closely with **Former Congressman Sean Duffy**, Trump's pick for Transportation Secretary. **Senator Marco Rubio**, Trump's pick for Secretary of State, is a former Becker lawyer with whom we have also worked closely. Recently, the Becker team secured a historic win for the City of Jacksonville by working with Senator Rubio and receiving a letter of support. We repeatedly sent this support letter, pictured below, to the DOT. The City received \$147,089,058 for the Emerald Trail, which will reconnect disadvantaged communities divided by Interstate 95 (I-95) and mitigate adverse environmental and socioeconomic impacts caused by this burdening highway. We also have connections with **Former Congressman Lee Zeldin**, Trump's pick for EPA Administrator, through several Becker team members. **Congresswoman**

Lori Chavez-DeRemer, who Trump selected as Labor Secretary, worked with Omar Franco in Congress on several agricultural issues.

Senator Rick Scott is a close friend of the Firm, as are his district and D.C. staff. While he does not utilize the earmark process, we have worked with him on several policy changes, such as:

- **NDA Section 885: Phase-Out of Computer and Printer Acquisitions Involving Entities Owned or Controlled by China**

Becker collaborated with Senator Scott to secure language that establishes phased percentage requirements for the Department of Defense to procure computers and printers from manufacturers not affiliated with Chinese entities. This language aims to bolster national security by reducing reliance on foreign-controlled technology.

United States Federal Agencies

The Becker team also has strong working relationships with decisionmakers at the Executive Agencies, including the Department of Transportation, Army Corps of Engineers, Department of Homeland Security, Customs and Border Protection, Transportation Security Administration, Federal Aviation Administration, Department of Health and Human Services, US Department of Justice, Commerce, Environmental Protection Agency, Federal Emergency Management Agency, and Department of Housing and Urban Development.

Anthony Bedell's high-level USDOT experience in the previous Trump administration also provides built-in relationships with career and political appointees at the agency and with committee leaders in the House and Senate.

Becker's federal lobbying group is diverse and bipartisan at its core, enabling team members to work successfully on both sides of the aisle and with the various caucuses. Using a team approach, Becker is able to provide clients with well-rounded, comprehensive, bipartisan, responsive lobbying efforts. Juggling dozens of clients' demands and providing 24/7 client service requires a genuine team effort. Like all highly functioning teams, team members rely on each other's unique political contacts, knowledge of various issues, and political intelligence to best serve the client collaboratively.

References and 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.

We are very proud of our many long-term client relationships. As Federal lobbyists, we have represented Palm Beach County since 2011; the Town of Davie since 2012; Sarasota County since 2014, Hialeah since 2011; Cape Coral since 2014; Collier County since 2015. Our newer clients, including the Virginia Port Authority, the City of Alexandria, Virginia, and Hennepin County, Minnesota, are equally delighted with our work and lobbying successes thus far. The team has scored major funding, regulatory, and policy victories for each of these clients in just our first session. We are pleased to include some testimonials and reference information below.

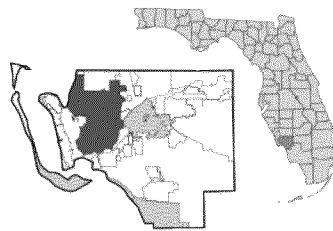
Client Testimonials:

"The Becker team are talented, accessible, and well-connected. We have enjoyed a long relationship with Becker in D.C." – **John Mullin, Collier County, Client since 2015**

"Exceptional service; timely updates; proactive; represents and advocates very well." – **Rob Lewis, Sarasota County, Client since 2014**

"Team Becker, Thank you for all the work you did in helping to facilitate consideration and adoption of the county's 2021 federal platform, its presentation to congressional staff, and the member meetings with our delegation. The virtual platform does present opportunities, but I do not discount the challenges and limitations. You helped us navigate that despite starting with us less than six months ago. Your hard work and generosity of time and spirit are very much appreciated by all of us here at Hennepin (including the hospital)." – **Kareem D. Murphy, Hennepin County, Client since 2020**

References:



City of Cape Coral, FL

Maureen Buice, Assistant to City Manager
1015 Cultural Park Boulevard, Cape Coral, FL 33990
mbuice@capecoral.org; P: (239) 242-3684
Years of Performance: 2014-Present
Contract Amount: \$4,166/monthly

Scope: Cape Coral is a coastal city in Lee County with a population of 217,000 and growing. The Becker lobbying team represents the City of Cape Coral for State and Federal lobbying. The federal lobbying contract began in 2014 after six-plus years of successfully representing the City in Tallahassee. Cape Coral is a leader in environmental sustainability and we have helped the City secure funding for flood mitigation, storm preparation, and capacity building.

Accomplishments include:

- ✓ In FY24, the Becker team successfully secured \$1,000,000 for the City of Cape Coral Septic to Sewer Conversion. This project converts about 7,300 property parcels within the City from septic and private wells to sewer and city water. Funding will also support stormwater enhancements, reuse/irrigation water and new roadways, reducing the harmful contaminants entering regional waterways and the number of private wells in the northern part of the city are rapidly depleting water resources from shallow aquifers. Residents will gain access to the City's potable water and distribution facilities, reducing the frequency of wells running dry and saltwater intrusion. This project also reduces dependence on fresh water and provides a disposal method of treated wastewater for lawn irrigation and fire protection uses. The Becker team worked with Cape Coral's local congressman, Rep. Byron Donalds (R-FL) to secure this win.
- ✓ The City is also committed to staying on the leading edge of technology and innovation that can be used to improve services for its residents and manage the City's rapid growth. We have worked closely with the City's leadership to find creative ways to fund these priorities. For example, the City wanted to supplement its police budget to pursue technology and innovation funding. The City received \$93,796 from the Paul Coverdell Forensic Science Improvement Grants Program for Cape Coral police department technology upgrades and certifications from the U.S. Department of Justice working with Rep. Francis Rooney. In addition, the City received another almost \$100,000 grant for the police department's forensic unit from the same program to acquire a latent expert workstation and extend the scope of the Department's forensic accreditation certification to include the discipline of latent prints.
- ✓ The team worked with the Federal Emergency Management Agency (FEMA) to successfully appeal the agency's denial of costs relating to FEMA's de-obligation of disaster recovery expenditures related to the hurricanes from over a decade ago. This issue led the Becker lobbying team to help spearhead the statutory change made to prohibit FEMA from denying the repayment of disaster related expenses to local governments.



Sarasota County, FL

Rob Lewis, Governmental Relations
1660 Ringling Blvd., Sarasota, FL 34236
rlewis@scgov.net; P: (941) 861.7271

Years of Performance: 2014-Present

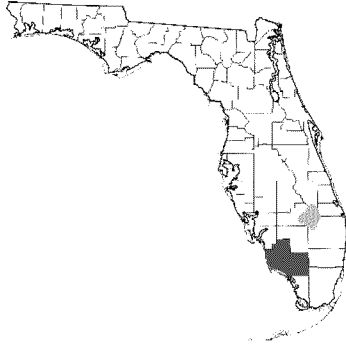
Contract Amount: \$10,000/monthly

Scope: Becker has been the lead federal lobbyist for Sarasota County since 2014. Sarasota is a large, primarily suburban county 60 miles south of Tampa with close to 475,000 permanent residents, plus thousands of year-round visitors. It includes 37 miles of coastline along the Gulf of Mexico and is well-known for its beautiful beaches, outdoor lifestyle and world-class art and culture.

Accomplishments include:

- ✓ In FY24, we helped Sarasota County, receive \$4,000,000 for the Fruitville Road Capacity Improvements. Funding for this project will be used for support of the design, permitting, and right of way acquisition.
- ✓ Secured expedited reconsideration and approval of athlete visas for World Rowing Championship;
- ✓ Secured support for tax-exempt status of municipal bonds and succeeded in eliminating language in the final tax package that would have impacted bonding for the construction of professional sports stadiums; staff estimates \$212,000 to be saved annually due to removal of this provision;
- ✓ Advocated for post-hurricane relief, including on the issue of debris removal, and worked to advance enacted \$133 billion in relief; also advanced Federal Emergency Management Agency (FEMA) project worksheet approvals, including Turtle Beach;
- ✓ Engaged with the Army Corps of Engineers and Fish and Wildlife Services and leveraged the interest of the County's Congressional Delegation to expedite approval of federal permits required for local projects such as Snook Haven;
- ✓ Secured a legislative fix that will prevent FEMA from unreasonable de-obligation more than three years after the project close-out; this language has been included in the pending FEMA reauthorization bill;
- ✓ Identified potential funding sources for local projects including neighborhood revitalization, transportation infrastructure, public transit and public safety needs and are available to assist with reviewing applications, building political support, building appropriate and effective grant budgets and narratives, and assisting with drawdown of funds;
- ✓ Secured letters of support for pending grant applications as well as debriefs for those that were not successful;
- ✓ Received a \$105 million low-interest loan to upgrade and expand a water reclamation plan through the US EPA Water Infrastructure Finance and Innovation Act;

- ✓ Assisted the County in ensuring that the “Waters of the U.S.” regulations from the Environmental Protection Agency (EPA) and the Army Corps of Engineers were not applied in an unnecessarily broad manner. These regulations would have had a significant impact on Sarasota, and we continue to work to ensure sensible regulation through the ongoing “repeal and replace” effort.



Collier County, FL

Bridget Corcoran, Legislative Affairs Coordinator

3299 Tamiami Trail E., Suite 202, Naples, FL 34112

Bridget.Corcoran@colliercountyfl.gov; P: (239) 252-2055

Years of Performance: 2015 – Present

Contract Amount: \$8,750/monthly

Scope: Collier County is Florida’s largest county by land area. It is a coastal community of 411,000 residents with large suburban and rural areas and Big Cypress Natural Preserve. Amanda Wood began representing Collier County in 2005 after leaving her job as Legislative Director in the U.S. Senate. She retained the County as a client for Becker starting again in 2015. Each year, Amanda meets with County elected officials and key department heads for their federal update, review, and analysis.

The goal for these annual meetings is to review the past year’s successes and challenges and identify new opportunities for County priorities to be met through federal legislative, regulatory, permitting, and funding priorities. Once established and agreed upon, Amanda set forth a legislative agenda and game plan with goals, objectives, tasks, and timelines.

In the last few years, Collier County’s primary focus has been on transportation infrastructure funding, water quality and water infrastructure, disaster funding, beach erosion, shore renourishment, FEMA reimbursements, and national flood insurance program stabilization.

Collier has achieved significant funding and legislative success including:

- ✓ \$13 million for U.S. Department of Transportation (USDOT) TIGER Grant through Transportation Infrastructure Finance & Innovation Act (TIFIA) for transportation infrastructure for Collier County; Highly competitive grant, won on a re-application following a high level debrief with USDOT and outreach from entire delegation including House Transportation Appropriations Committee Chairman Mario Diaz-Balart (R-FL). Worked closely with USDOT’s Office of Intergovernmental Affairs to achieve a major win for Collier County.
- ✓ Secured \$9+ million for Collier County to purchase new buses and to rehabilitate its existing operations and maintenance building. We helped the County design a well aligned project with both the grant requirements and our knowledge of FTA’s priorities and interests. We also engaged their Congressional delegation to weigh in with support,

arming them with draft letters of support and talking points for outreach to USDOT leadership. Notably, we leveraged the support of House Transportation Appropriations Subcommittee Ranking Member Mario Diaz-Balart.

- ✓ Worked with delegation to advance request of Army Corps of Engineers to secure successful inclusion of \$3,000,000 in Corps FY18 supplemental work plan for Collier shore erosion project study.
- ✓ Secured legislative fix that will prevent FEMA from unreasonable de-obligation more than three years after the project close-out. The FAA Reauthorization bills signed into law protects local governments from FEMA denials for reimbursement for storm-related clean-up costs.
- ✓ Secured millions for transportation infrastructure to support improvements to two critical interchanges on I-75 at Everglades Boulevard and Collier Boulevard/S.R. 84. These improvements were critically needed to provide access to safe evacuations from storms and fires as significant growth continues in Collier County.
- ✓ The \$500,000 FTA Innovation Grant to become a test site for NTT Data's Transit Data Twin and Simulator project under the Enhancing Mobility Innovation (EMI) program.
- ✓ Secured \$4,190,000 for transit maintenance in FY 24 through the Appropriations process and \$987,000 for sidewalk improvements in FY 22.

Collier's success is due to a well-developed legislative agenda for which the Becker lobbying team matches the County's priorities with areas of interest from Congress and the Administration. The team provides extensive education of Congressional staff and timely visits and communications by Collier County officials to targeted influencers and decision-makers. The Becker team has organized and coordinated all aspects of the County's outreach efforts with Federal decision-makers setting up appointments, preparing talking points, facilitating meetings, coordinating follow-up activities.

Provide a brief description of the history and capabilities of the firm.

Becker & Poliakoff (Becker) has been in business since 1973 when partners Alan Becker and Gary Poliakoff joined forces. Today, the firm includes 145 lawyers, lobbyists, and professional staff in 18 offices across Florida, New Jersey, New York, and Washington, D.C.

Government Law and Lobbying has been a core practice area within the firm for more than thirty years. For each of our clients, our goal is to assist with the coordination, development, and ultimately, the success of its legislative program by providing the highest quality, professional, and experienced lobbying services. Our close working relationships with legislative and executive branch leaders, along with our extensive network of contacts and deep knowledge of your priority issues, will allow us to provide the City with highly specialized, integrated, comprehensive lobbying representation.

We pride ourselves on providing highly customized, personal attention to clients, offering creativity and resourcefulness in accomplishing clients' goals, and demonstrating a significant return on investment ("ROI") in federal dollars. We appreciate our many longtime clients that renew year after year in recognition of our hard work, and successful track record. Examples include: Palm Beach County since 2011, Sarasota County since 2014, Collier County since 2015, Cape Coral since 2007, Davie since 2000.

Becker has carefully cultivated its team's growth to maintain the Firm's fundamental commitment to excellence, camaraderie, and diversity. The Becker team uses its combined years of lobbying and Capitol Hill experience, knowledge, relationships, and expertise to implement our clients' priorities. We represent over a dozen cities, counties, and other local government agencies as Federal lobbyists. A few of our local government clients include Alexandria and Virginia Beach, Virginia and Cape Coral, Davie, and North Miami, Florida. County clients include Hennepin County, Minnesota, Palm Beach, Collier, Sarasota, Broward County Sheriff, and Okeechobee counties in Florida.

Describe the types of projects or services the firm performs/has performed and the dollar value of each.

A list of our public Federal lobbying clients with a similar scope of services is included below.

Broward County Sheriff's Office (BSO) Duration: 2020-Present Scope: Federal Lobbying: Legislation Funding Law Enforcement Technology & Programs; Budget/Appropriations Contract Amount: \$3,000/monthly	Broward Metropolitan Planning Organization Duration: 2023-Present Scope: Federal Funding Municipal Legislative Priorities Contract Amount: \$10,000/monthly
City of Alexandria, VA Duration: 2022-Present Scope: Federal Lobbying: Legislation Funding Law Enforcement And Public Safety Technology and Programs, Infrastructure, Resiliency, and Housing; Budget/Appropriations Contract Amount: \$8,000/monthly	City of Cape Coral, FL Duration: 2014-Present Scope: Federal Lobbying: Beach & Water Infrastructure Funding. WIFIA Programs; Policy Legislation; Law Enforcement Technology Enhancements and School Safety Initiatives Contract Amount: \$5,000/monthly
City of Coral Gables, FL Duration: 2004-Present Scope: Federal Lobbying: American Rescue Plan Contract Amount: \$2,000/monthly	City of Flagler Beach, FL Duration: 2022-Present Scope: Federal Lobbying Contract Amount: \$2,500/monthly

City of Hialeah, FL Duration: 2011-Present Scope: Federal Lobbying: H.R. 2471: Consolidated Appropriations Act, 2022 Contract Amount: \$4,166/monthly	City of Homestead, FL Duration: 2011-Present Scope: Federal Lobbying Contract Amount: \$2,000/monthly
City of Jacksonville, FL Duration: 2023-Present Scope: Federal Lobbying: Budget/Appropriations, Transportation Issues Contract Amount: \$9,585/monthly	City of Lauderdale, FL Duration: 2011-Present Scope: Federal Lobbying: Annual Appropriations Bills Contract Amount: \$3,500/monthly
City of Lighthouse Point, FL Duration: 2023-Present Scope: Federal Lobbying: Federal Grants, Budget/Appropriations Contract Amount: \$2,500/monthly	City of Miami, FL Duration: 2022-Present Scope: Federal Lobbying: Community Project Funding Requests Contract Amount: \$7,500/monthly
City of Miami Gardens, FL Duration: 2012-Present Scope: Federal Lobbying: NextGen Airport Modernization Contract Amount: \$2,000/monthly	City of North Lauderdale, FL Duration: 2022-Present Scope: Federal Lobbying: Budget/Appropriations Contract Amount: \$5,000/monthly
City of North Miami, FL Duration: 2017-Present Scope: Federal Lobbying: Opportunity Zone Program. Public Works Funding; Airport Infrastructure Funding Contract Amount: \$6,000/monthly	City of Palatka, FL Duration: 2022-Present Scope: Federal Lobbying: Budget/Appropriations Contract Amount: \$3,500/monthly
City of Plantation, FL Duration: 2021-Present Scope: Federal Lobbying Prime Contractor: Yes Contract Amount: \$4,000/monthly	City of South Miami, FL Duration: 2019-Present Scope: Federal Lobbying: American Rescue Plan Contract Amount: \$3,000/monthly
City of Virginia Beach, VA Duration: 2021-Present Scope: Federal Lobbying: Comprehensive Regional Coastal Storm Risk Management Study - FY 2022 Army Corps Work Plan Contract Amount: \$9,000/monthly	City of West Park, FL Duration: 2016-Present Scope: Federal Lobbying: Economic Development Funding Contract Amount: \$2,500/monthly

Collier County, FL Duration: 2015-Present Scope: Federal Lobbying: Legislation Related to Infrastructure Funding and Policy; Beach & Water Infrastructure Funding; National Guard Training and Facility Funding; Veterans Services Contract Amount: \$8,750/monthly	Hennepin County, MN Duration: 2020-Present Scope: Federal Lobbying: Transportation Infrastructure, Health & Human Services, Safety-Net Health Services, Climate Change, Criminal Justice, Housing & Community Development, Taxes, and Immigration Contract Amount: \$10,000/monthly
Loudoun County, VA Duration: 2024-Present Scope: Federal Lobbying Contract Amount: \$9,000/monthly	Okeechobee County, FL Duration: 2024-Present Scope: Federal Lobbying: Budget/Appropriations Contract Amount: \$2,500/monthly
Palm Beach County, FL Duration: 2011 - Present Scope: Federal Lobbying: Funding for Herbert Hoover Dike in the Interior Appropriations Bill. Everglades Restoration Funding in Energy & Water Development Appropriations Bill; Road Repair Act Of 2021; Water Resources Development Act; Loxahatchee River Watershed Restoration Project Contract Amount: \$4,166/monthly	Sarasota County, FL Duration: 2014-Present Scope: Federal Lobbying: Beach & Water Infrastructure Funding; Clean Coastal Waters Act; T-HUD Appropriations Bill; Department of Interior Appropriations; Infrastructure Funding and Policy Contract Amount: \$10,000/monthly
Town of Bay Harbor Islands, FL Duration: 2021-Present Scope: Federal Lobbying: FAAs Next Generation Air Transportation System (NextGen) Contract Amount: \$3,000/monthly	Town of Davie, FL Duration: 2012-Present Scope: Federal Lobbying: Commerce, Justice, Science Appropriations. T-HUD FEMA Appropriations Contract Amount: \$3,333/monthly
Virginia Port Authority Duration: 2020-Present Scope: Federal Lobbying: Funding for Federal Port Grants, Securing a New Start Designation, Rail Construction, Port Infrastructure Development Contract Amount: \$8,500/monthly	Volusia County, FL Duration: 2019-Present Scope: Federal Lobbying: Economic Development Funding; BUILD Grants Contract Amount: \$3,333/monthly

Provide information regarding your firm's ability to complete this project.

Becker has the qualifications, credentials, education and capabilities to effectively represent the City of St. Pete Beach. It is more important than ever to hire an experienced team of lobbying professionals who: 1) understand the issues confronting Florida's coastal cities; 2) can provide the resources to cover multiple issues at one time, and; 3) know how to leverage the interplay between local, state and federal government funding opportunities with the new political reality. Becker's lobbying team will do just that.

The Becker Advantage

1. Bipartisan, professional, experienced federal lobbying team that has worked together for many years collaborating to maximize effectiveness;
2. Long-standing personal and professional relationships with Florida's Congressional Delegation and leaders of committees with jurisdiction over transportation and economic development policy and funding, in addition to other City priorities in the House and Senate;
3. Ability to elevate St. Pete Beach priorities to House and Senate leaders with jurisdiction over policy and funding and Executive Branch personnel in Washington, D.C.;
4. Decades of federal legislative and executive branch lobbying experience representing local government entities;
5. Bipartisan, multi-ethnic, multi-gender lobbying team that connects to a diverse set of decision-makers in various caucuses;
6. Existing working relationships with members of allied organizations, such as Chambers of Commerce, National Association of Counties, League of Cities, Conference of Mayors, and others to create regional synergies and alignment with the City's priorities;
7. The resources of a large law firm to provide legal analysis, interpretation, and technical assistance;
8. Fully staffed office to cover hearings, coordinate communications, and meetings in Washington, D.C.
9. Relationships with key influencers and decision-makers (both political and career) at the White House, U.S. Department of Transportation, Army Corps of Engineers, FEMA, Homeland Security, Justice, Health and Human Services, Small Business Administration, Environmental Protection, and Housing and Urban Development and other departments;
10. NO CONFLICTS.

Demonstrate that the firm's personnel have experience with similar projects.

Becker has carefully cultivated its team to include experienced, diverse (in gender, race, political party), and well-connected lobbyists. Each member of the Becker team brings different areas of expertise and will work collaboratively to achieve the City's priorities.

Omar Franco will lead the team and be your primary point of contact. Veteran lobbyists **Anthony Bedell** and **Sadie Haire**, who have long-time lobbying experience, will assist. The point of contact (POC) lobbying model ensures City leaders connect regularly and directly with our team's quarterback. We understand the importance of "on-call" availability; each team member is available 24/7/365. Client satisfaction is our top priority.

Becker also distinguishes itself with Florida-based lobbying team members, **José K. Fuentes** and **Max Losner**. José has a strong network of contacts and over 40 years of experience working in Florida government and politics. Max supports the government team in successfully bringing back millions of dollars for municipalities and nonprofits, along with key policy changes. They will provide insights and knowledge to ensure the Becker team stays attuned to the City's forward-thinking strategies and understands the unique needs of St. Pete Beach.



As lobbying team lead, **Omar Franco**, will quarterback the annual development of the City's legislative strategy. He will also coordinate the monthly reports, ongoing communication, and regular meetings with the City's team.

Omar Franco heads Becker's Federal Lobbying Practice in Washington, D.C. He represents various clients, including Fortune 500 companies, small businesses, higher education institutions, trade associations, non-profit organizations, and municipal governments. In 2020, Franco was named a "Top Lobbyist" by the National Institute of Lobbying & Ethics (NILE). He has been recognized as a "Hired Gun" in The Hill's annual list of Top Lobbyists since 2018.

Mr. Franco works with Hispanic organizations that promote diversity and provide a voice for Hispanics in Washington and throughout the country. He is the federal lobbyist for the Latino Coalition and is considered one of the most effective Hispanic federal lobbyists. He serves on the National Hispanic Advisory Council, providing input to the President and Executive branch on essential issues to the Hispanic community.

Previously, Omar served as Chief of Staff for Congressman Mario Diaz-Balart (R-FL). He managed the Congressman's Washington D.C., and district operations. He closely counseled the Congressman in his areas of expertise, including federal appropriations, health care,

transportation, higher education, and issues dealing with Hispanics. During his tenure, Omar was granted Top Secret security clearance by the U.S. Department of Defense and assisted in founding the Congressional Hispanic Conference and the Congressional Hispanic Leadership Institute. Omar maintains an active presence and is highly visible on Capitol Hill through the Chiefs of Staff alumni group and similar organizations.

He returned to lobbying in 2009 and founded Franco Government Relations in 2010. He represented the Miccosukee Tribe of Florida, Florida Gulf Coast University, and the Town of Miami Lakes and continues representing the municipalities of Hialeah, North Bay Village, and Hialeah Gardens. In 2011, he founded the Washington, DC, office for Becker and built a federal lobbying practice for the law and lobbying firm.

Education & Training

- Florida State University, B.A., English/Business, 1988
- Lobbying Certificate Program (LCP), Association of Government Relations Professionals

Examples of Client Accomplishments

- ✓ **City of Miami, FL** – Worked with Rep. Maria Elvira Salazar's (R-FL) office to secure funding for two flood mitigation projects in the most adversely affected areas of the city. The 8th Street Neighborhood Flood Mitigation Project and the Jose Marti Park Flood Mitigation project received \$4,000,000 in the Transportation-HUD Appropriations bill under the Economic Development Initiative Account. The Little Havana community's 8th Street and the Jose Marti Park Flood Improvement projects will address the significant flooding during king-tides, rain events, and effects of the sea-level rise.
- ✓ Also, for the **City of Miami, FL** – Omar secured over \$9,000,000 in FY24. \$3,500,000 for the Flagler Affordable Senior Housing project that will develop a newly constructed affordable housing building for the elderly; \$2,853,787 for the Allapattah Community Action Elderly Center Renovations project; \$1,700,641 for the Allapattah Child Care Center Renovations project; and \$1,000,000 for drainage improvements, wider roadways, and new and safer sidewalks and crosswalks.
- ✓ **Palm Beach County** – Omar worked with Congressman Jared Moskowitz to secure \$959,757 for an Advanced Water Purification Facility and \$500,000 for the revitalization and expansion of bus shelters to enhance the safety and experience of the 28,000 daily passengers who utilize public transit in Palm Beach County. \$2,250,000 was also secured in the Transportation-HUD Appropriations bill for a Workforce Affordable Housing Development.
- ✓ **City of Hialeah, FL** – Worked with Rep. Mario Diaz-Balart's office and secured \$5 million for the sewer line revitalization project in the Transportation-HUD Appropriations bill. Omar also worked with the City to secure \$2,589,680 to replace 50 marked vehicles in the aging police fleet, as well as the technology equipment inside these vehicles.
- ✓ **Town of Davie** - Identified numerous funding opportunities through federal agencies and various grant programs. We have reviewed past grant applications and identified some

needed improvements. We coordinate technical assistance training for Town staff to learn how to be more successful in applying for grants, including COPS grants for police funding, SCBA grants for fire protection, and Economic Development Agency (EDA) grants. Recently, we have helped the Town secure \$959,757 for the New River Estates Drainage and \$800,000 for body-worn cameras.

- ✓ **Miami Lakes, FL** – Secured \$570,000 Transportation-Housing and Urban Development (THUD) funding for vehicle procurement of two hybrid electric vehicles to provide trolleybus service. Omar and other team members worked with Congressman Mario Diaz-Balart's office to secure \$570,000 in the Transportation-HUD bill for vehicle procurement of two hybrid electric vehicles to provide this trolleybus service.
- ✓ **City of Coral Gables** – Worked with Rep. María Elvira Salazar and secured \$2,500,000 in the Transportation-HUD Appropriations bill for a Mobility Hub to create a one-stop-shop for additional local transportation options.
- ✓ **Chiles Group** – Secured \$2,500,000 to support large-scale estuary habitat restoration and resilience projects in Southwest Florida. This project will improve estuary water quality, reduce the toxicity and persistence of harmful algal blooms, enhance estuary resilience to climate-related factors, stabilize sediment and improve shoreline protection qualities, mitigate estuary habitat loss, increase ecological productivity and biodiversity; and stimulate new commercial and recreational opportunities in local communities. Omar worked with Congressman Vern Buchanan to secure this victory.
- ✓ **Sea & Shoreline** – Omar worked with Sea & Shoreline on the King's Bay Restoration Project in Crystal River. This project removed over 92-acres of Lyngbya and detrital material that had accumulated within residential canals. Healthy seagrass known as Vallisneria Americana has now spread to over 400 acres of the bay and the water quality has shown steady improvement
- ✓ **Florida Gulf Coast University** – FGCU was looking to monitor groundwater and understand its role in surface water quality in the Estero Bay Watershed. By identifying the amount of groundwater replenishing the rivers, lakes, ponds, and estuaries, as well as the nutrients and pollutants it carries, FGCU can develop effective strategies to manage this vital resource and protect waterways. Omar and the Becker team successfully worked with Rep. Byron Donalds to secure \$750,000 for this project.
- ✓ **North Bay Village, FL** – For 42 years, wastewater from North Bay Village was pumped through the same pipe traveling more than two miles to Miami Beach to be processed. Working closely with then- Senator Bill Nelson and Congresswoman Debbie Wasserman Schultz's office, we resubmitted the appropriations request. After several years of work, North Bay Village was notified that it received \$4,655,012 to completely rehabilitate the existing 12,000 feet of 12-inch force main crossing the Biscayne Bay.
- ✓ **City of South Miami** – Secured \$1,750,000 for the City to convert homes from septic to sewer service and improve water quality.
- ✓ **Bay Harbor Islands** – Worked with FAA to transition Next Generation system flight paths for cities facing significant new noise levels.

- ✓ **Falcon TrustAir**, an FBO operating out of Kendall-Tamiami Airport - Omar Franco successfully lobbied for Runway 9R/27 extension at Kendall-Tamiami Executive Airport. The runway was extended 550 feet at the east (27L) end and 1,798 feet at the west (9R) end. The increase in runway length allows aircrafts to increase their fuel and/or cargo load and arrive at destinations and markets that are currently unattainable without first having to land and refuel at other airports. This improvement gives pilots greater flexibility in meeting their stage length and payload requirements and allows for accommodating nearly 100 percent of midsize jet aircraft under wet runway conditions.
- ✓ **Transportation Security Administration (TSA)** – Worked with the TSA to promulgate new rules and regulations for the baggage wrapping industry in the United States.
- ✓ **Eastern Shipbuilding Group** – \$579 million was included in the Homeland Security Appropriations for the Coast Guard's Offshore Patrol Cutter program, an increase of \$36 million over last year's funding.
- ✓ **Small Business Development Centers** – Secured \$140,000,000 for SBDC to provide counseling and training to small businesses
- ✓ **St. Augustine Distillery** – Omar successfully lobbied to reduce the excise tax permanently for craft distillers on behalf of St. Augustine Distillery.



Anthony Bedell

**Senior Corporate
and Government Relations Director**

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Anthony Bedell serves as Senior Corporate and Government Relations Director. He advises his clients on using a bipartisan and diverse approach to strategically and tactically secure funding and achieve successful public policy initiatives with federal, state, and local governments.

Some notable clients include the Virginia Port Authority, the City of Virginia Beach, Broward Metropolitan Planning Organization, Transurban, National Association of Waterfront Employers, City of Jacksonville, and Texas based clients Hitachi America and Railspire.

On May 1, 2017, he was appointed Deputy Assistant Secretary for Intergovernmental and Tribal Affairs by U.S. Secretary of Transportation, Elaine L. Chao. Secretary Chao then promoted Bedell to Deputy Assistant Secretary for Congressional Affairs. The number two governmental affairs position in the Office of the Secretary on March 31, 2019.

His duties included acting as Secretary Chao's liaison and surrogate to the U.S. Congress, executive branch departments and agencies, all 50 state Governors, state legislatures, state departments of transportation, regional transit authorities, ports, airports, mayors, county boards, city councils, tribal councils, and national trade associations such as American Association of State Highway and Transportation Officials (AASHTO), American Public Transportation Association (APTA), National League of Cities (NLC), and the National Association of Counties (NACo). He also served as one of the Department's appointed representatives on the Northeast Corridor Commission and Non-Traditional and Emerging Transportation Technology (NETT) Council.

Bedell's experience and unique understanding of the Executive Branch, Congress, States, Localities, and the business world have translated into successful results working on numerous public policy initiatives over the last 30 years. Politico has called Bedell "... lobbying firepower."

Before joining U.S. DOT, Bedell was President of Red Five Strategies, a prominent government relations firm he started in 2014. He was also the former Director of Federal and State Government Affairs for a Fortune 500 software company. In that role, Bedell was responsible for operating the company's Federal and State government relations programs and contributing to the growth of several of the company's software programs.

Bedell also has additional executive branch experience. In 2001, he was appointed by U.S. Secretary of Labor Elaine L. Chao as Senior Legislative Officer for Congressional Affairs, handling various legislative matters for the U.S. Department of Labor. In 2003, he was appointed Associate Administrator for the Office of Congressional and Legislative Affairs by U.S. Small Business Administrator Hector V. Baretto, where he served as the chief advisor to the Administrator.

In 2012, Governor Robert F. McDonnell appointed Anthony Bedell to serve a four-year term on the Board of Visitors of Radford University. He was elected Rector of the Board of Visitors for the 2015 and 2016 academic years. He led the successful Presidential Search Committee responsible for hiring the former President of Radford University (2016). He also served as the Governance, Athletics, and Administration Committee 2014-2015 Chairman.

In 2021, Virginia Speaker of the House J. Todd Gilbert appointed Bedell to the [Northern Virginia Transportation Authority](#), a regional transportation planning agency.

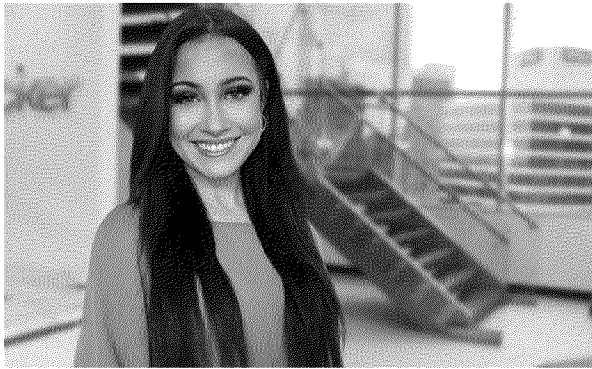
In 2022, Governor Glenn Youngkin appointed Anthony to the Virginia Commonwealth University Board of Visitors. He serves as Chairman of the Finance and University Resources Committee and on these Committees: Audit, Integrity and Compliance, Intercollegiate Athletics, and the Health System Committee and the VCU BOV/VCUHS BOD Joint Task Force.

Education & Training

- Virginia Commonwealth University, B.A., Political Science, Government, 1996. He is also a veteran of the United States Air Force (1990-1996).

Examples of Client Accomplishments

- ✓ **Virginia Port Authority** – Secured \$20 million from US Department of Transportation (USDOT) for Virginia Port Authority, the largest Port infrastructure grant in the country in 2020. After years of trying, VPA succeeded with the Becker team's three-dimensional strategy: politics, policy, and impact. Becker also used regional economic data and support from a regional coalition of Congressional Members (Virginia and others) to make a winning case for the port. In addition, we secured \$2.1 million in federal highway funding and \$83 million in New Starts funding in the FY22 budget for \$107.1 million in only the first contract year. The Army Corps funded an award of \$69.3 million for the Port to dredge the harbor to 55 feet, a significant victory to help expand one of the fastest-growing ports in the country. After a three-year delay, the Becker team helped secure the funding by coordinating a political strategy with contacts at the White House, OMB, and the Army Corps.
- ✓ **Broward Metropolitan Planning Organization (MPO)** – Secured \$16 million for safety upgrades at rail crossings for passenger and freight trains across six cities. Funds from the Federal Railroad Administration (FRA) in the "first-ever dedicated grant program" to help communities eliminate rail crossing-roadway intersections that have been the scenes of deadly vehicle-rail collisions.
- ✓ **City of Alexandria** – Worked with Congressman Don Beyer and his staff to secure over \$3 million in earmark funding for the City in FY24. \$670,000 for the Crime Prevention Pilot Program to support enhanced technology, including In-Car Cameras, Fixed License Plate Readers (LPRs), and Surveillance Trailers; \$963,000 for the Virginia Tech "Smart Mobility Lab" to invest in initial research and technology development where gaps exist to attract and leverage industry engagement; \$500,000 for the restoration of Affordable Housing at Pendleton; \$1,000,000 to fund the construction and implementation of up to two on-route fast chargers within the City.
- ✓ **City of Virginia Beach** – Secured \$3 million for the Laskin Road Phase I-B Project to provide increased capacity and safety improvements from Red Robin Road to Oriole Drive, a distance of approximately 0.6 miles. This project adds an additional lane in each direction, widening this section of Laskin Road to a six-lane divided highway. Anthony and the Becker team also obtained \$693,000 for Virginia Beach Police Department's Creeds Training Facility. This funding supports a separate, new "simunition" training structure, complete with a classroom and defensive tactics training mat room, allowing for the expansion of advanced training evolutions and preventing the overuse and deterioration of existing structures.



Sadie Haire

Government Relations Consultant

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Sadie Haire is a Government Relations Consultant in Becker's Federal Lobbying Practice. A 9th-generation native Floridian from Madison County, Ms. Haire proudly worked in the Florida House of Representatives within the Clerk's Office and as State Representative Jason Fischer's District Aide in Jacksonville, and State Representative Jason Shoaf's District Aide throughout North Florida, leading public relations efforts for state government events and fundraisers and managing all constituent services.

As a Regional Director for the Republican Party of Florida, she oversaw St. Johns, Clay, Flagler, Volusia, Duval, and Nassau Counties. In this role, she met with local officials and community members, led grassroots efforts, and contributed to Governor Ron DeSantis' Gubernatorial campaign, Congressman Rutherford's re-election and Governor Rick Scott's successful United States Senate campaign.

As a Native American descendant, Ms. Haire specializes in Tribal issues, as well as Grant Research, Rural Communities, Transportation Infrastructure, Public Safety Advocacy, Community Resiliency, Crypto, Municipal Funding, and Water and Energy issues.

Education & Training

- Florida State University, B.A.

Examples of Client Accomplishments

- ✓ **Secured letters of support from Senator Rubio for the Florida Rural Economic Development Association's (FREDA) grant requests** for the *Manufacturing a Stronger Rural Florida* initiative. The Becker team worked closely with FREDA to align their proposals with federal priorities and gain critical Congressional backing.
- ✓ **Secured a \$325,000 FY24 earmark for Street Smarts Virtual Reality (SSVR)** to fund VR training systems. The project supports law enforcement by providing hardware and software for immersive scenario-based training.
- ✓ **Secured a \$735,000 FY24 earmark for SoundThinking (formerly ShotSpotter)** to implement gunshot detection systems, advancing public safety initiatives in targeted jurisdictions.

- ✓ **Gained inclusion of two FY25 earmark requests for Okeechobee County totaling \$7.1 million:**
 - \$3.7 million in the House Transportation, Housing and Urban Development Subcommittee for *Berman Road Improvements* to restore, resurface, rehabilitate, and reconstruct approximately 21.67 miles of critical roadway.
 - \$3.4 million in the House Transportation, Housing and Urban Development Subcommittee for *Airport Runway 14-32 Rehabilitation* to mill and overlay 75% of the runway and reconstruct 25% with a new pavement section. These requests are currently pending completion of FY25 process.
- ✓ **Gained inclusion of a \$1 million FY25 earmark for Clean Refineries Inc. (CRI)** in the pending House Transportation, Housing and Urban Development Subcommittee for the *Duncan Water and Wastewater Project*. The funding would support the installation of a 300,000-gallon water tower for fire protection and increased water supply, an 8" water line to accommodate growth, and an integrated wastewater system. This request is currently pending completion of FY25 process.
- ✓ **Gained inclusion of a \$360,000 FY25 earmark for Street Smarts Virtual Reality (SSVR)** in the pending House Commerce, Justice, Science, and Related Agencies Subcommittee process. The funding will support hardware and training software for a virtual reality (VR) training system, enabling law enforcement officers to train for diverse scenarios, enhancing readiness and response.



José Keichi Fuentes has a strong network of contacts and over 40 years of experience working in Florida government and politics. He is a government relations professional who represents public and private sector clients in environmental, public safety, infrastructure, health care, engineering, construction, food services and water resources.

Clients include the City of Miami, City of Homestead, Village of Pinecrest, City of South Miami, Village of Virginia Gardens, City of North Miami Beach, City of Sweetwater, City of Miami Springs, Town of Medley, and the Miami-Dade Transportation Planning Organization. In the private sector, he represents Brown & Caldwell, Sound Thinking, NV2A, Aetna CVS, Motorola Solutions, Moffatt & Nichol, TYLin Group, Yunex, American Transportation, T-Mobile, ProKel Mobility, Tetra Tech, Introba and Mitsubishi.

His extensive lobbying experience at the highest level of local, county and state has helped him contribute to the passage of numerous pieces of legislation. He has also secured funding for the municipalities he represents by allocating major infrastructure projects funding. During his time as director of the South Florida Water Management District, Regional Office, Mr. Fuentes was instrumental in securing funds for key water projects in Miami-Dade County.

Professional & Community Activities

Mr. Fuentes is committed to public service as proven through his community, civic and volunteer work. He currently serves as a member of the Board of Directors for the United Way of Miami-Dade, Board Member of the Greater Miami Chamber of Commerce and Chairman of United HomeCare Services. He has served on the Board of Trustees and was elected Vice Chair of Miami Dade College, the largest and most diverse college in the nation. He has served on the executive board of the Chamber of Commerce and has served as Chairman of the Governmental Affairs Group where he played a key role in engaging the Chamber to support the High-Speed Rail and Port Miami's Tunnel Project and numerous other legislative issues that impact South Florida.

He is a member of the City of Miami's Mayor's International Council and has served on the Executive Committee of the Miami-Dade County Republican Party. Mr. Fuentes is a serving member and previous Chairman of the Miami-Dade County Asian-American Advisory Board. He has been very involved in activities enhancing the relationship between Japan and Miami. He was recognized by the Japanese Ministry of Foreign Affairs (MOFA) with a commendation for his work in helping to strengthen the relationship between the U.S., Florida, Japan and Latin America. He serves as Chairman of the City of Miami Kagoshima Sister Cities Committee and was invited by the Japanese MOFA to participate as a member of the Japanese American Leadership Delegation (JALD) in 2006. He has led numerous delegations to Kagoshima, Japan and for the first time in 25 years, the group was accompanied by the City's Mayor. Mr. Fuentes assisted in the coordination of a trip in which the Miami Marlins visited Kagoshima. Recently, Mr. Fuentes helped coordinate a mission to Tokyo in cooperation with Miami-Dade County's Office of International Relations. The trip was a first, which included the County Mayor, Commissioners and Miami-Dade Department Directors. He also helped coordinate a transportation trip on Japanese technologies for the Miami-Dade Transportation Planning Organization (TPO) in conjunction with USJC Tokyo office. Mr. Fuentes was freshly appointed by the Council General of Japan in Florida to serve as the Co-Chair of the Greater Miami Japan American Society.

Education & Training

- St. Thomas University, B.A. and Miami Dade College

Examples of Client Accomplishments

- ✓ **City of Miami** – \$1,500,000 for the Auburndale Drainage & Flooding Mitigation; \$2,269,619 for the Kinloch Flooding Mitigation & Road Reconstruction; \$800,000 for the Fairlawn Community Stormwater & Drainage; \$3,000,000 for the East Flagami Flooding

Mitigation; \$1,500,000 for the Roadway Reconstruction & Installation of Traffic Calming Devices; \$2,500,000 for the Pump Stations Upgrade; \$100,000 for the Tidal Valves & Flood Improvements; \$1,052,000 for the Localized Flooding Improvements; \$1,605,000 for the Drainage Improvements for SW 27th Street; \$1,000,000 for the Tamiami Boulevard Roadway Reconstruction; \$1,250,000 for the Auburndale Roadway, Drainage & Traffic Calming Improvement; \$1,000,000 for the Traffic Calming & Pedestrian Safety Program

- ✓ **Village of Pinecrest** – \$700,000 for the Stormwater Improvements; \$3,900,000 for the Water Line Extension Project; \$500,000 for the Stormwater Improvements
- ✓ **City of Sweetwater** – \$500,000 for the North Drainage Improvements; \$300,000 for the Carlow Park Improvements; \$600,000 for the SW 5th Terrace Drainage Improvements
- ✓ **City of South Miami** – \$1,800,000 for the Septic to Sewer Project; \$3,500,000 for the New Police Station



Max Losner

Government Relations Consultant

Miami

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A fifth-generation Floridian, Max Losner's heritage is engrained in the state, having come from a family long-involved in banking, local politics, and community activism.

While a student at the University of Central Florida, Max was selected from a competitive pool of applicants to go to Tallahassee as a part of the UCF Legislative Scholars program. As a legislative intern in the Florida House of Representatives, Max worked in the offices of Representative Scott Plakon and Representative David Smith from Seminole County.

His experience in the Florida House led him to join Becker as a legislative assistant, where he supports the government team in successfully bringing back millions of dollars in funding for a multitude of municipalities and nonprofits, along with a flurry of key policy changes.

His background also includes having managed several campaigns for public office in Miami-Dade and Monroe Counties. In 2020, he was elected to serve as Secretary of the Republican Party of Miami-Dade County.

Professional & Community Activities

- Chairman, Miami-Dade County Planning Advisory Board, 2022 – present

- Secretary, Republican Party of Miami-Dade County, 2020 – present
- Board Member, Appointee of Board of County Commissioner Jose “Pepe” Diaz, Miami-Dade County Planning Advisory Board, 2022
- Board Member, Appointee of Board of County Commissioners Chairman Jose “Pepe” Diaz, Miami-Dade Citizens Redistricting Advisory Board, 2021

Education & Training

University of Central Florida, B.S., *cum laude*, Health Services Administration; 2020

Examples of Client Accomplishments

- ✓ **City of Miami** – \$1,500,000 for the Auburndale Drainage & Flooding Mitigation; \$2,269,619 for the Kinloch Flooding Mitigation & Road Reconstruction; \$800,000 for the Fairlawn Community Stormwater & Drainage; \$3,000,000 for the East Flagami Flooding Mitigation; \$1,500,000 for the Roadway Reconstruction & Installation of Traffic Calming Devices; \$2,500,000 for the Pump Stations Upgrade; \$100,000 for the Tidal Valves & Flood Improvements; \$1,052,000 for the Localized Flooding Improvements; \$1,605,000 for the Drainage Improvements for SW 27th Street; \$1,000,000 for the Tamiami Boulevard Roadway Reconstruction; \$1,250,000 for the Auburndale Roadway, Drainage & Traffic Calming Improvement; \$1,000,000 for the Traffic Calming & Pedestrian Safety Program
- ✓ **Village of Pinecrest** – \$700,000 for the Stormwater Improvements; \$3,900,000 for the Water Line Extension Project; \$500,000 for the Stormwater Improvements
- ✓ **City of Sweetwater** – \$500,000 for the North Drainage Improvements; \$300,000 for the Carlow Park Improvements; \$600,000 for the SW 5th Terrace Drainage Improvements
- ✓ **City of South Miami** – \$1,800,000 for the Septic to Sewer Project; \$3,500,000 for the New Police Station

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.

Not applicable.

Provide a history of litigation, including the outcomes, for the past five (5) years.

Our federal lobbying team proposed to serve the City has not been a party to any litigation in its history. A copy of Becker’s litigation history is included below.

Operations Department
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Becker

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**List and Explanation of all Litigation/Arbitration
within the past 5 years as of September 2024**

ACTIVE LITIGATION

Miami Lakes v. Becker (note this is related to the Pizzi matter on the chart).

This action was recently filed. Becker has not been served but is preparing a motion for final summary judgment and a motion for sanctions to be served upon Plaintiff once Becker receives service of the lawsuit.

Steinlauf v. Becker

Plaintiff brings this claim against Becker for malicious prosecution. Becker was recently served with a lawsuit and its answer is due on October 1, 2024. Becker previously hired an expert who has opined there was probable cause for Becker to bring the claim and the claim was brought without any malice. Becker will be moving for final summary judgment based, in part, on the expert's opinion.

Funcom v. Polenberg

Becker is not named as a party to this lawsuit. Becker's attorney Jon Polenberg was sued for the failure to record a lien in Pennsylvania. A motion for summary judgment will be filed on behalf of Polenberg.

Saffer/Robins Number 2 Condominium Association v. Becker & Poliakoff, P.A.

Becker has been added to two matters involving client Number 2 Condominium Association. These matters stem from condominium elections. In the first action, the defendants' (including Beckers) Motions to Dismiss were granted. An amended complaint was filed and a pending Motion to Dismiss has been filed in the second action.

Sorhegui v. Becker & Polikoff, P.A.

Becker was sued by a pro se litigant based on claims from a prior litigation. A request to transfer to the prior litigation Judge has been renewed now the prior litigation has been reopened. Becker's Motion to Dismiss or for Summary Judgment was set for May 15th, however the current Judge prefers a transfer to the previous Judge in this matter. The hearing to transfer the case to the prior Judge is set for June 5, 2024. Becker's motion to dismiss with prejudice was granted on August 26, 2024. Becker has pending motions for attorney's fees and costs. Sorhegui recently

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filed a federal court action against the Becker attorneys and the judges from the underlying case. We filed a motion to dismiss the federal court action.

Lupetto, Inc. v. Becker & Poliakoff, P.A. & Polenberg Cooper, PLLC

This matter is pending in Miami Dade County. Becker was just served with a summons on October 20, 2022. The action arises out of Becker's representation of Lupetto, Inc. The allegations against Becker are based on an alleged "merger" between Becker and Polenberg Cooper, although no merger took place. This matter is set on the trial docket for November 2023. Motion for Summary Judgement was heard on November 13, 2023, wherein the Court stayed the action in favor of non-binding arbitration and set deadline to arbitrate by January 8, 2024. The Plaintiff has moved for a trial de novo. Once the case is reopened by the Court, another Motion for Summary Judgement will be filed. Becker's motion for final summary judgment was granted and a final judgment in favor of Becker was entered on September 18, 2024. Becker has motions for attorney's fees and costs set for hearing on December 5, 2024.

Becker v. Piero Sassolia and Lupetto, related to the representation in the underlying action, was moved to transfer and consolidate with the related action, but was denied. This claim is set on trial docket for February 2024. To delay this action, a hearing on Lupetto's Motion to Transfer/Stay is set for June 10, 2024. Becker's Broward County action for unpaid fees against Lupetto and Piero Salussolia is set for trial in May of 2025.

Only One of Florida, Inc. v. Becker

This matter is pending in Broward County Circuit Court. Plaintiff served Becker on July 14, 2022, and alleges Becker was negligent in either providing advice and/or failing to provide advice to Plaintiff as it relates to Thomas Priano (Becker's former client) and Garren DeFazio's resignations from R&CO, a separate company. Plaintiff alleges damages in the range of \$3 million. Our investigation has revealed that the Plaintiff entity is not being controlled by Becker's former client. The Plaintiff entity was taken over by a creditor of Becker's former client and that creditor is now prosecuting the claim (apparently contrary to the wishes of Becker's former client). There are several legal defenses to the claim, in addition to the fact Becker was not hired to, and did not, give advice regarding the resignation from R&CO. Summary Judgement was heard August 28, 2023. Court denied motion without prejudice allowing Plaintiff to conduct depositions of Garren DeFazio and Ambre Seltzer. A plan to renew the Motion for Summary Judgment will proceed once depositions are concluded. A case management conference is set for February 12, 2024, to complete discovery so Motion for Summary Judgement can be reheard. A renewed Motion for Summary Judgement was filed, and a status conference is set for June 10, 2024, until a hearing on the Motion can be set. We had a hearing on Becker's summary judgment motion on September 19, 2024 but the Court continued the hearing again to allow Plaintiff to complete one more deposition. The Court is going to set a status conference in the next few weeks to set the hearing on Becker's motion for final summary judgment.

Baum v. Becker & Poliakoff

This legal malpractice action involves an estate alleged to be valued at \$100 million. Becker's representation of the Plaintiff in the underlying action was limited to investigating a potential legal

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malpractice claim by her prior counsel. In July of 2019, the Circuit Court entered final summary judgment in favor of Becker & Poliakoff. The Plaintiff appealed the final judgment to the Fifth District Court of Appeal, which is now pending under case number 5D19-2156. The Plaintiff filed her initial brief in the appellate action on July 23, 2020. Our Answer Brief is due on August 24, 2020, unless extensions are sought. The Circuit Court granted Becker & Poliakoff entitlement to attorney's fees. On October 7, 2021, the Court issued a final judgment awarding us \$116,688.10 in attorney's fees and costs pursuant to an expired proposal for settlement. As of April 5, 2022, the Court ordered certain settlement proceeds to be deposited into the Court registry, but Plaintiff claims to have spent the proceeds. Accounting by the Plaintiff has been ordered by the Court. The motion to bifurcate was denied. Becker is pursuing dismissal for Plaintiff's failure to attend her deposition. We are also in the process of obtaining an affidavit/deposition from a witness to move for summary judgment on the underlying will contest.

Baum v. Becker & Poliakoff - Appeal - 5D19-2156

Opposing counsel filed a motion for the Court to take notice of, and consider in its appellate determination, a claimed "inconsistency" in positions taken in the underlying probate action and in the legal malpractice appeal. A similar motion was filed the previous month and was struck by the Court. As the motion remained outstanding, Becker's response was filed on July 22, 2021. The 5th DCA has yet to decide. As of July 19, 2022, the Summary Judgement was reversed by the court. A post opinion motion was filed in July 2022, and we are awaiting a ruling.

The Summary Judgement on behalf of Becker was reversed in trial court and the matter is now back in Circuit Court after Becker's prior summary judgment was overturned on appeal. A renewed summary judgment was filed on September 8, 2023, with no hearing date as of yet.

A hearing took place on December 8, 2023, on Becker's renewed Summary Judgement. The Court requested for Proposed Orders on the Motion for Summary Judgement to be submitted by January 8, 2024. The Court denied the Motion for Summary Judgement and the case is set for trial docket in September. A hearing on Becker's Motion to Bifurcate is set for July 3, 2024.

The Enclave at Inlet Beach Owners Association, Inc. V. Lamar A. Conerly, Jr., Lillous A. Shoemaker, Jennifer Wintrode Shuler, Law Offices of Lamar A. Conerly, P.A., Raymond Newman, John Townsend, Jay Roberts, and Becker & Poliakoff, P.A.

This is separate action in reference to the above reference -010 matter. This matter became active and was set for Case Management Conference on November 24, 2021. In response, the Association filed their First Request for Production. A Second Request for Production limited to correspondence between Becker & Poliakoff and the Conerly co-defendants was filed which began in December 2012.

As of January 6, 2022, the case remained status quo until a resolution of the other matter awaiting a decision on cross-motions for summary judgment was reached.

As of April 5, 2022, the status quo remains and counsel for the Conerly co-defendants offered discovery to in this action, a settlement, or formal stay. Counsel for Conerly co-defendants has not provided a response to Becker & Poliakoff's suggestion to stay. There has been no docket-activity.

There has been no activity from July 21, 2021, until February 21, 2023, when co-defendant filed its 3rd Request for Production Plaintiff and a Notice of Appearance of Additional Counsel.

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On June 8, 2023, the Plaintiff requested a hearing on their Motion for Leave to Amend the complaint filed September 25, 2018. No response or date has been set and further activity has occurred to date.

Litigation remains in the pleading stage and poised for robust, multi-party discovery. A memorandum provided on December 11, 2023, summarizes the status of these proceedings. Since that time, counsel for the Conerly Co-Defendants has suggested he will move the Court to require the parties to attend an early mediation, in addition to his prior suggestion that he will notice depositions of the Plaintiff Association's current and prior board members. Otherwise, this matter has remained status quo since that time.

Mediation was conducted on April 8, 2024, wherein a Mediation Settlement Agreement was entered for the Conerly Defendants to pay the Plaintiff and agree no further claims against each other related to the matters raised in the lawsuit will be filed. Each party will bear its own attorney's fees and costs and share the mediator's fee. On May 9, 2024, the parties filed a Joint Stipulation for Dismissal with Prejudice of all Claims and Counterclaims asserted in the litigation. Final Order of Dismissal with Prejudice to close the matter is pending.

Pizzi, Jr., Michael A. v. Town of Miami Lakes, Florida

Since October 2021, there has been no change in the status of this matter. Miami Lakes had demanded mediation; however, it has made no attempt within the last five months to schedule a mediation. As of July 2022, there has been no change in the state of this matter.

As of July 20, 2022, the matter has been set for Trial to occur February 2023 with the liability bifurcated from damages. There are no other pending motions at this time.

On January 13, 2023, by Agreed Order, both parties provided their legal fee experts. To date, no responses have been filed. Plaintiff has filed a Motion to Strike with no hearing. Both parties' Motion for Partial Summary Judgement and Final Summary Judgement are set to be heard April 5, 2023.

The Court granted Pizzi's Motion for Summary Judgement on April 21, 2023. The Town also filed a motion for summary judgment, which was denied the same day. On May 23, 2023, the Town's Motion for Reconsideration of the Court's Order granting Summary Judgement on Liability was denied. The Town then filed a Motion to Enforce the Third District Court of Appeal's mandate arguing the trial court failed to comply with the appellate court's mandate. A status conference is set for September 12, 2023, to coordinate a proposed scheduling order on the damages issue.

As of September 18, 2023, the parties entered an Agreed Order after a Case Management Conference to address the bifurcated damages portion of the case. Each party agreed to submit a brief or memo on whether the attorney's fees reimbursement and damages issues in the case were subject to a jury trial and on the effect of the criminal case on Plaintiff's claim for the reimbursement of fees and costs against the Town by October 10, 2023, and responses were due on October 17, 2023. Each party timely submitted their memoranda. A special set hearing on the bifurcated case management memoranda was then scheduled for December 20, 2023. The Court ordered that: 1) the determination of the amount of the award of attorneys' fees and costs to Plaintiff was to be determined by the Court and not a jury, 2) issues as to time entries being inextricably intertwined for purposes of reimbursement would be resolved at the presentation of evidence on fees and costs, and 3) the parties are to schedule a trial or hearing to determine amount of fees and costs awarded to Plaintiff. On January 10, 2024, the Court entered a Uniform

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Order Setting Cause for Live/In-Person Jury Trial, Mediation, and Pre-Trial Instructions, scheduling the Trial for April 15, 2024, with calendar call on April 2, 2024. There is a status hearing on February 6, 2024.

There is no notice of Impasse, continuation, or adjournment on the record for a Mediation Conference held March 5, 2024. On March 20th, the Court issued a Uniform Order Setting Cause for Non-Jury Trial and Pre-Trial to commence on August 7, 2024. Pre-trial conference is set for July 30, 2024. Additional information regarding the outcome of Mediation, if it went forward, and if the Motion for Reconsideration will be filed prior to pre-trial is pending.

Suzanne M. Von Paulus v. Association Title Services, LLC

This is a pure bill of discovery action against Becker (and its client) over a real estate transaction. Plaintiff's claim against Becker's title company for a bill of discovery seeking the real name of Becker's client. Becker's title company is improperly named. Becker will move to dismiss the pure bill of discovery if the client is unable to provide the name of the defendant so Becker may be dismissed from the lawsuit. Becker was dismissed from this matter without paying the Plaintiff any money.

INACTIVE LITIGATION

Inlet Beach Capital Investments, LLC, and David Pearson v The Enclave at Inlet Beach Owners Association, Inc.; Becker & Poliakoff, P.A., John Townsend, Jay Roberts, Raymond Newman, James G. Waldschmidt, Randall Brown, Diana Tibbs and Alan Mancuso. – 10/16/2023

The claims in this action arise out of Becker and its attorney's representation of the Enclave at Inlet Beach Owners Association, Inc. ("Enclave" or "Association") in two lawsuits pending in the First Judicial Circuit in and for Walton County, Florida.

The first lawsuit was a lien foreclosure suit filed by the Enclave against Inlet LLC to recover past due association fees.

The second lawsuit filed by the Enclave against Inlet LLC was for declaratory and injunctive relief to validate the Declaration of Covenants and Restrictions.

On May 28, 2021, Becker filed a Motion for Final Summary Judgement; Co-Defendants also filed a Motion for Summary Judgement as to the Plaintiff's Fifth Amended Complaint, the hearing was held on July 8, 2021. Summary judgment received in Becker's favor.

As of January 6, 2022, our Motion for Summary Judgement was granted by the Court. The Court also decided that Plaintiffs could not meet the maliciousness element of a cause of action for Malicious Prosecution. We are preparing for a potential appeal and awaiting comments from Pearson's counsel on the proposed order.

As of April 5, 2022, a Court Order granting summary judgement was issued for the Defendants and against Plaintiffs. On February 25, 2022, Inlet Beach Capital Investments, LLC filed its notice of appeal of summary judgement. The appellant's initial brief is due May 6, 2022. We are awaiting an analysis of the issues on appeal and the merits raised.

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As of July 18, 2022, the status quo remains with docket activity.

On September 6, 2022, an Answer Brief was filed. IBCI Reply Brief is due on October 21, 2022. Once that occurs, the Court will either set the matter for oral argument or rules of the briefs.

Opinion was filed November 18, 2022, and found the trial court erred in granting summary judgment for Appellees therefore reversing and remanding further proceedings consistent with the Opinion.

December 5, 2022, the 1st DCA denied the Request for Oral Argument filed by IBCI. This matter is pending the Court's decision. There have been no changes to date.

On September 27, 2023, the First District Court of Appeal affirmed the summary judgment entered in favor of the Becker & Poliakoff Defendants in the trial court below. In so doing, the court stated that the voluntary dismissal in favor of the lot owner in the underlying foreclosure did not favor the lot owner, the lawyers and the HOA had valid arguments in the foreclosure and declaratory judgment action to defeat a claim for malicious prosecution, and the lot owner could not establish any malice on the part of the Becker & Poliakoff Defendants. The opinion became final and the appellate mandate issued on October 16, 2023. This case is now over.

Sunrise Lakes v. Becker & Poliakoff, P.A. (Broward County Circuit Court) – 6/12/2022

The Plaintiff association claims that we were negligent in recommending revitalization of its covenant. We moved for summary judgment on the legal issues involved. The Court denied the motion claiming there was a factual issue about a document in the court file leading to a 1995 amendment to the covenant at issue. We are working with an expert for reconsideration on the grounds that the Court should make a legal ruling that the 1995 amendment did not preserve the covenant at issue. The deposition of Yeline Goin recently took place. As of June 12, 2022, this matter was dismissed with prejudice after the plaintiff agreed to dismiss case in exchange for Becker not pursuing attorney's fees and costs.

Matters re: Champlain Towers South CAI – 3/8/2022

Champlain Towers South Condominium Association Inc. ("Association") relating to the recent collapse and related matters. To date there have been lawsuits filed against the Association and other entities/persons as well as the Firm. The present lawsuit claims gross negligence against the Firm by individuals that died in the collapse and others that sustained personal injury along with property damage. The Firm is defending the lawsuit from the individuals asserting that no legal duty exists. On December 30, 2021, the Association by virtue of being named as a defendant in the above-described lawsuit, filed a cross-claim against the Firm for professional negligence, breach of fiduciary duty and indemnification. On the recently filed crossclaim the Firm, through legal counsel, is presently formulating defenses to be asserted by the Firm. The Firm provided legal services to the Association at various times over the last 20 years. As of March 8, 2022, a settlement was released in Court.

Jorge Gonzalez-Barrera et al v. Majorca Towers Condominium, Inc. – 2/23/2022

The answer brief is due to be filed on September 6, 2021. The Appellants raised 7 issues as

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to Becker & Poliakoff, P.A., and each one must be addressed in the answer brief. The Appellants reply brief is due to be filed on October 6. As of January 2022, the status of the appeal remains largely the same, however, after the Appellants filed their reply, they filed for oral argument. The court has not yet issued an order granting. We are in a holding pattern but project the court's determination or opinion within the next three months.

As of April 5, 2022, the opinion in this appeal was issued February 23, 2022. The opinion was per curiam affirmance on all issued granted in Becker & Poliakoff's favor. No post-opinion motions have been filed. This matter is closed.

Slowinski v. Becker & Poliakoff, P.A. (Broward County Circuit Court) – 11/1/2021

This matter was voluntarily dismissed by Plaintiff on November 1, 2021. We made no payments to Plaintiff.

Laquer, Edie and Laquer Family Holdings Limited Partnership v. Steven M. Davis and Becker & Poliakoff – 6/8/2020

On or about February 27, 2018, Plaintiff, Laquer Family Holdings Limited Partnership ("Laquer"), retained Becker to foreclose on a note and mortgage naming Veronica Waldman, as trustee of the VW Family Trust dated April 30, 2013, for a condominium unit. Edie Laquer is the trustee of Laquer. Steven Waldman, believed to be Ms. Waldman's husband, and Ms. Waldman occupied the subject condominium unit together.

Laquer alleges Ms. Waldman filed a Notice of Objection to the foreclosure sale. Becker moved to overrule the objection and noticed a hearing for September 20, 2018; however, Becker served the Notice of Hearing on Ms. Waldman at a mistyped email address. Ms. Waldman did not appear at the hearing, and the court overruled her objection, instructing the clerk to issue the certificate of title to Laquer.

Ms. Waldman filed an appeal on two grounds: (1) irregularities in the foreclosure sale and (2) lack of notice of the hearing. Laquer hired appellate counsel and paid a total of \$49,000 but claims she should have only paid \$10,000 but for the notice issue. Laquer also seeks return of the \$16,000 paid to Becker despite the fact Becker obtained the certificate of title upon completion of the foreclosure. Laquer seeks damages, including the \$16,000 paid to Becker, reimbursement of appellate attorneys' fees and costs for this malpractice action, and pre- and post-judgment interest.

As the appellate court found, the Notice of Hearing was properly served on counsel of record for Ms. Waldman. The Third District Court of Appeal ultimately held that service was proper because Becker had also served Scott Merl, counsel for Ms. Waldman, who had not filed a withdrawal in the case, reasoning that service on counsel of record is proper service as a matter of law.

A Confidential Settlement Agreement and Release was executed by the Plaintiff and an Order of Dismissal was entered on June 8, 2020.

PinGroVil, Inc. - Scott, Margaret L v. Becker & Poliakoff, P.A. – 7/25/2019

Becker, in its representation of PinGroVil, Inc. filed suit on August 24, 2018, for injunctive relief against Defendant, Margaret and Christine Scott. On April 29, 2019, Christine Scott filed

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counterclaims against her defense counsel, Becker (who was never served with the counterclaim), defense counsel's firm, Gary Rosen, Steve Lesser, Cole, Scott and Kissane, and roughly 50 other owners in the community. Not one person was served with her 2,000-page complaint. **On July 25, 2019, the Court dismissed all the "counterclaims" with prejudice.** In the underlying actions, there are two pending appeals filed by the Defendant, Christine Scott. The 4th DCA has dismissed 8 other appeals. We obtained summary judgment against Scott and entitlement to fees and costs. Afterward she filed 3 or 4 additional appeals. The 4th DCA the week of October 4th, 2021, entered an order to show cause why Scott should be permitted to file anything further in the appellate court without being signed by a licensed Florida attorney. We are awaiting Scott's response. Scott was already prohibited from filing anything in the lower court. Becker is no longer involved in this action.

Gardens of Kendal South Condo v. Becker – 06/21/2019

Case No. 19-18702 – After representing association in a lien foreclosure action, the association had a large accounts receivable. Rather than pay the AR, the client filed suit against Becker and filed bar complaints against two Becker attorneys. The bar swiftly dismissed the complaints and Becker settled for a write-off of the prior client's AR balance. Case was dismissed August 1, 2019

Thomas May v. Advanced Management of SW Florida Bradenton, Wander Residences of Tierra Verde CA and Becker and Poliakoff, PA - 05/22/2019

Becker, through its representation of the association in collecting association dues from the plaintiff, was named in a separate action alleging violations of the Fair Debt Collection Practices Act while plaintiff was a debtor under a bankruptcy plan. The case was settled August 21, 2019, and the case dismissed.

Michael Fisher v. Stonebridge Estates and Becker and Poliakoff – 1/1/2019

Case No. CACE 19-000241 – Becker named solely in its capacity as escrow agent. Becker voluntarily dismissed on 6/20/2019. Case Closed.

Becker 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 Proposer's previous bonds for the past five (5) years.

Not applicable. Becker has no knowledge of a history of any claims against previous bonds. A letter from Merchants Bonding Company is included below stating that Becker is bondable up to \$10,000.00.



January 7, 2025

Office of City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33330

RE: Federal Lobbying

We are pleased to provide this letter regarding our valued customer, Becker & Poliakoff, P.A. It has been our privilege to assist them with their surety needs for this RFP. Currently, their bonding limits are \$10,000 for a single job and \$250,000 for an aggregate work program. We foresee no issues in providing the customary performance bonds for their typical scope of work, should Becker & Poliakoff, P.A. enter into a formal written contract.

The surety for this principal, Merchants Bonding Company, is rated "A IX" by AM Best and is an admitted surety in all 50 states. Additionally, Merchants Bonding Company is listed on the U.S. Treasury's approved companies (Department Circular 570).

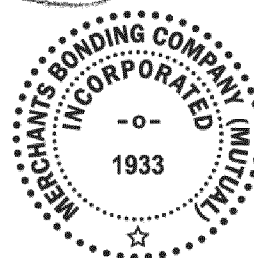
While we offer our highest recommendation for Becker & Poliakoff, P.A., the issuance of any final bonds will be subject to a review of the contract terms and conditions, including requested bond forms, as well as their financial standing at the time of the request.

Please note that this letter is provided for informational purposes only and is not a legally binding document or a commitment to provide future bonds.

Should you have any questions or require further assistance, please do not hesitate to contact us.

Sincerely,

Michelle R Patterson
Attorney-in-Fact Merchants Bonding Company



P.O. Box 14498 Des Moines, IA 50306
6700 Westown Parkway, Wes Des Moines, IA 50266
515-243-8171 • 800-678-8171 • Fax 515-243-3854
www.merchantsbonding.com

Fee Schedule

Becker proposes an all-inclusive flat monthly fee of \$4,000 for the requested Lobbying Services. Becker includes any expenses incurred in representing the City in the monthly retainer. These include local transportation, messenger, and long-distance services. Fees for other services requested by the City will be determined as needed.

Proposal Forms

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Federal Lobbying**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Federal Lobbying**".

COMPANY: Becker & Poliakoff, P.A. DATE: 12/18/24
ADDRESS: 1 East Broward Blvd., Ste 1800
Ft. Lauderdale, FL 33301 PHONE: 202.621.7122
PROPOSER: *Omar Franco* NAME: Omar Franco, Senior Director
(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 2nd day of
Jan., 2025, by Omar Franco, who is personally
known to me or has produced _____ as identification.

(SEAL)

Colleen Laplant
Notary Public – State of Florida
Colleen Laplant
(Print, Type, Stamp, or Commissioned
Name of Notary Public)



SUBMIT PROPOSAL TO:

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

V040124

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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: Omar Franco, Senior Director
(Print individual's name and title)

for: Becker & Poliakoff, P.A.
(Print name of entity submitting sworn statement)

at: 1 East Broward Blvd., Ste 1800, Ft. Lauderdale, FL 33301
(Business address)

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

59-1640708
(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 proposal 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 predecessor or successor of a person convicted of a public entity crime or
 - 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

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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 proposals or applies to proposal 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.

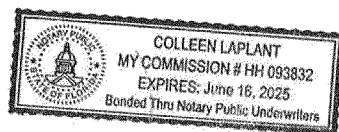
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 2nd day of Jan, 2025, by Orma Franco, who is personally known to me or has produced _____ as identification.

(SEAL)



Colleen LaPlant
Notary Public - State of Florida

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

V072224

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VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

I state that I, Omar Franco, Senior Director of Becker & Poliakoff, P.A.
(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. Becker & Poliakoff, P.A., 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.

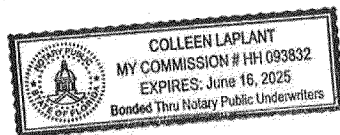
Name of Organization: Becker & Poliakoff, P.A.

Signed By: *Omar Franco*

Print Name: Omar Franco

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 2nd day of Jan, 2025, by Omar Franco, who is personally known to me or has produced _____ as identification.

(SEAL)



Colleen Laplant
Notary Public - State of Florida
Colleen Laplant
(Print, Type, Stamp, or Commissioned Name of Notary Public)

V072224

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

**Federal
Lobbyist**

**Proposals due on or before
1/07/2024 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**

I. CONTENTS

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Event	Date	Time
Publication of Bid	12/04/2024	8:00 AM
Pre-Bid Meeting (MANDATORY)	12/12/2024	1:00 PM
Deadline for Question Submission	12/20/2024	10:00 AM
Bid Receiving Deadline	01/07/2025	9:00 AM
Bid Opening	01/07/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Federal Lobbying**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Federal Lobbying**".

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
PROPOSER: _____ (SIGNATURE)	NAME: _____ (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
_____, 2025, 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 PROPOSAL TO:

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

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is issuing a Request for Proposals (RFP) to solicit a qualified state lobbyist firm(s) that can successfully represent our community's interest and serve as our advocate with the State government and across the west coast Florida Region. |

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach located on the west coast of the State of Florida. Known for its white sand beaches and beautiful sunsets, invites proposals from qualified State lobbyists to advocate for our community's interest and to address pressing legislative, funding and administrative requirements. The City is part of the barrier islands that cascade down the central west Florida coastline. The City is located just west of the City of St. Petersburg, Florida and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 8500 residents, our city faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. The City has 3 ingress and 3 egress roads to and from the City, the community relies daily and during emergencies on the well-functioning roads and associated intersections and bridges.

It is within this dynamic context that the City of St. Pete Beach seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and well-being of all residents of St. Pete Beach

The lobbyist firm will work with the City Manager and/or designee to identify and represent legislative coordination and funding priorities for the City. As directed by the City Manager and State officials and legislators.

The City requires services with an emphasis on producing measurable results in achieving state funding and/or legislative and executive action favorable or protective to the City. The City seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the City on the interests, priorities, and other issues and decisions (listed below) at the State level that may affect the City. The successful firm will have a strong background on issues of importance to the City and will be able to demonstrate unique relationships with members of the Legislature and others representing the City.

The lobbyist firm will agree to be always available upon reasonable request to meet with the City Commission, City staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings with the Governor, or Department of State agencies, as well as regional agencies, universities, school board and federal-related agencies, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the City to strategically seek Monetary funds and policy change.

Although legal opinions are not required as a part of the firm's responsibilities, the City will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative agency hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firm(s) should be prepared to lobby committee members prior to and during these meetings to accomplish the City's desired positions.

The Scope of Services to be provided to the City shall include:

- a. Collaborate with City Officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the City of St. Pete beaches priorities and interest with key State Legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's office.
- b. Facilitate regular meetings with key State legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the City's current and project priorities and interest.
- c. Provide consultation and advice to the City in identifying, defining, and pursuing its annual State legislation and appropriations requirement and requests.
- d. Provide expertise and help outline the City's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.
- e. Assist the City in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to the City's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.
- f. Facilitate, coach and prepare the City for meetings and communications with relevant State legislators, their staff, committee members and leadership to effectively guide Village legislative request throughout the State legislative session.
- g. Represent and advocate for the City's priorities and interest throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the state legislative session to facilitate access and influence on desired outcomes for the City.
- h. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the City's priorities and interest. Inform and assist the City in making necessary tactical or technical moves and/or changes to influence desired outcomes for the City of St. Pete Beach.
- i. Provide general advice, suggested strategies, and research relating to issues important to the City of St. Pete each's State level legislation, regulatory and appropriations priorities and interest.
- j. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.
- k. Seek and coordinate grant funding opportunities applicable to the City. This includes identifying relevant State grant programs and advocating for the City's eligibility and alignment with grant criteria.

TOPICS OF INTEREST

- a. Traffic and multi-modal mobility and safety.
- b. Resilient infrastructure
- c. Shoreline and storm protection
- d. Coastline erosion and environmental protection
- e. Beach renourishment
- f. Sea-level rise.
- g. Flooding
- h. Stormwater Systems

- i. Water quality
- j. Electrical utility undergrounding and reliability
- k. Property insurance
- l. Flood insurance
- m. Condominium associations regulations
- n. Building standards, code and certification requirements
- o. Zoning codes
- p. Golf carts
- q. Seniors and special needs programming
- r. Emergency management planning, preparation, response, and recovery
- s. Retention of home rule powers

AGENCIES OF INTEREST

Given the City's priorities and interests, it is critical for the City leadership and its State legislative representatives to for strong relationships with the following State leaders organizations, and agencies:

- a. State House of Representatives and Relevant Committees
 - b. State Senate and Relevant Committees
 - c. Governor's Office and Relevant Offices
 - d. Florida Department of Environmental Protection
 - e. Florida Division of Emergency Management
 - f. Florida Department of Transportation
-

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. Bidders are required to submit electronically through online platforms Bonfire or DemandStar.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Proposals submitted to this address are time-stamped and any electronic proposal that is submitted and time-stamped after the deadline will not be accepted. Proposals submitted via this website will remain inaccessible until the time of the opening. Proposers cannot see the proposals submitted by other Proposers.

Clearly marked as: **"Federal Lobbyist"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **12/12/2024 at 1:00 PM EST** via Microsoft Teams conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) (email only) for a meeting invitation and Microsoft Teams Meeting instructions.

BID DUE DATE

All bids are due to be complete and uploaded in to either Bonfire or DemandStar, no later than January 07, 2024 by 9:00 AM EST.

CONTACT INFORMATION

Procurement Manager - John Taylor

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

- a. Firm(s)'s financial and administrative qualifications
- b. Availability-the firm(s)'s current workload and potential conflict of interest
- c. Knowledge and relationships at the State level and in Central Florida
- d. Relevant access and influence

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- e. Experience and demonstrated success
- f. Expertise
- g. Advocacy and support approach
- h. Consciousness of St. Pete Beach priorities, interests, brand, and image
- i. Proposal Cost

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Electronic submittals only via Bonfire or DemandStar

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 **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 12/20/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. **Only questions emailed directly to the City Procurement Manager will be answered.**

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ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees, if applicable.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

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

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal Form attached hereto and in strict accordance with the Plans, Specifications, and/or 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

EXAMINATION OF SITE

Proposer 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 Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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.

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City. |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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 Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 or Contract Time. When requested by the City Manager or designee, the Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f. Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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.

LICENSES AND PERMITS

The Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer'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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer 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 Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, “Schedule of Prevailing Wage Rates for Specified Public Construction.” The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer’s General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer’s carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- a. Commercial General Liability Insurance \$1,000,000.00.
- b. Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- c. Personal Injury for \$1,000,000.00 each occurrence.

- d. Automobile Liability \$1,000,000.00.
- e. General Workers Compensation Insurance as required by Florida law.
- f. Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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 Proposer shall also protect adjacent property as required by law.

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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.

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer or Surety under this Contract or otherwise.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- a. Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

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

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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
- e. 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:

- a. Sufficient funds are not available to continue its full and faithful performance of this contract.
- b. There is sub-standard or non-performance of contract.

- c. 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the

exclusive right to accept or reject any proposal 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 proposal 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 proposals or applies to proposal 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 _____, 2025, 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 _____, 2025, 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

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
- 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) two, (1) 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:

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: Frances Robustelli

Its: .Owner

Its: City Manager

Date: | _____ |

Date: | _____ |

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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 Proposal Behind this Page)

CITY OF ST PETE BEACH FLORIDA
STANDARD CONTRACT ADDENDUM

THIS CONTRACT for services is made, agreed and entered into this 11 day of Feb, 2025_, by and between the City of St Pete Beach, a Florida municipality, hereinafter referred to as the “City”, and Becker and Poliakoff, PA, hereinafter referred to as “Contractor”, concerning for the provision of services set forth in _____.

WITNESSETH:

WHEREAS, Section 119.0701, Florida Statutes, requires that certain public agency contracts must include certain statutorily required provisions concerning the Contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Florida Statutes, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statutes, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Sections 287.133, 287.135 and 287.138, Florida Statutes, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this contract for services as follows:

1. Contract. This Contract hereby amends the terms of the _____. In the event of a conflict between the terms of the Scope of Work and this Contract, the terms of the Contract and this Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it 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 this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following 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, subject to applicable law and ethical rules, 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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, CITY AT:**

Amber LaRowe
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action proximately caused by the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability

limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City, subject to the City paying all invoices for services rendered during the period the Agreement was funded by an appropriation.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as may be amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with

Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

8. Public Entities Crime or Convicted Vendor List. The Contract has a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1) (a), Florida Statutes are placed on the convicted vendor list or the Antitrust Violator Vendor List. Contractor further agrees to not give access to an individual's personal identifying information if:

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Compliance with Ethics Codes. This Agreement is subject to Chapter 112, Florida Statutes and Contractor shall disclose the name of any officer, director, employee or other agent who is also an employee of the City of Kenneth City. The Contractor shall also disclose the name of any City of Kenneth City employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's or its affiliates, business entity.

11. Data Management; Notice of Breach. Contractor shall cooperate with timely incident reporting, response activities/fact gathering, public and agency notification requirements, severity level assessment, after-action reports as provided in Section 282.3185 (5) & (6), Florida Statutes.

12. Environmental and Social Government and Corporate Activism. Contractor is prohibited from giving preference to any subcontractor based on the subcontractor's social, political or ideological interests as mandated in Section 287.05701, Florida Statutes.

13. Funding. All payments are contingent upon approval and continued funding by the governing body.

14. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but

not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

15. No coercion for labor or services (“Human Trafficking”) Sworn Statement.

Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Pursuant to Sections 787.06 and 92.525, Fla. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services (“Human Trafficking”) and that the facts stated in it are true.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

CONTRACTOR: Becker and Poliakoff, PA

Signature 
Print Name: Omar Franco
Title: Senior Director
Date Signed by Contractor: 2/11/25

St. Pete Beach City Commission Agenda Report

Action Request: Motion to authorize the City Manager to enter into an agreement in the amount of \$5,000 per month with Shumaker Advisors to conduct a State Lobbying Activities on behalf of the City of St. Pete Beach. Total cost of contract over the 3 year term is \$180,000.

Strategic Objective: **Internal Operations**

Date: April 8th, 2025

Prepared By: **John K. Taylor**

Through: **Frances Robustelli**

Summary of Issue:

- In January 2025 RFP results were received for the State Lobbyist RFP. In the review process, four (4) Bids were received with Shumaker Advisors being chosen as the winning proposal by the review committee.
- The State Lobbyist will be lobbying at the State Capital in Tallahassee for the City of St. Pete Beach on areas vital to the needs of the City.

Funding: **5201-5310**

Attachments:

- Shumaker Advisors Proposal
- Agreement

**Reviewed by the
City Manager:** _____

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

State Lobbyist

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Shumaker Advisors FL, LLC. (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 \$5,000.00 per month.
- b. 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.

5. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

6. Term. [This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.]

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement

has been executed by all parties.

8. Termination.

- a. This Agreement may be terminated by the City when:
 1. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 2. Sub-standard or non-performance of Agreement.
 3. 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.
- b. The Agreement may be terminated by the contractor when:
 1. The Contractor wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the City.
 2. In case the City terminates, Contractor shall be entitled to the prorated amount compensation in Exhibit B for services for services performed up until the ., .

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.”

15. 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.

16. 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.

17. 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)

18. 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:

Shumaker Advisors FL, LLC
101 E Kennedy Avenue
Suite 2800
Tampa, FL 33602

With Copy To:

RChristaldi@slk-law.com

As to City:

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

With Copy To:

cityattorney@stpetebeach.org

19. 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.

20. 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.

21. 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.

22. **Force Majeure.** The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

23. **No coercion for labor or services (“Human Trafficking”) Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: “Coercion” means:

- a. Using or threatening to use physical force against any person.
- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- e. Causing or threatening to cause financial harm to any person;
- f. Enticing or luring any person by fraud or deceit, or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

Pursuant to Sections 787.06 and 92.525, Fl. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that the Contractor sears under penalty of perjury that the Contractor does not use coercion for labor or services (“Human Trafficking”) and the facts state in it are true

24. 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.

25. 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.

26. 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.

27. Entitlement To Reasonable Attorney’s Fees and Expenses. If any party brings an action to enforce the terms of this Agreement, or declare rights hereunder, the prevailing party in such action, including any and all appeals or petitions therefrom, shall be entitled to its reasonable attorney’s fees and expenses, to be paid by the other party.

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

Shumaker Advisors FL, LLC.

City of St. Pete Beach:

Signature: 

Signature: _____

By: Ronald A. Christaldi

By: Frances Robustelli

Its: President and Chief Executive Officer

Its: City Manager

Date: 2/7/25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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 Proposals**

**Federal
Lobbyist**

**Proposals due on or before
1/07/2024 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**

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Event	Date	Time
Publication of Bid	12/04/2024	8:00 AM
Pre-Bid Meeting (MANDATORY)	12/12/2024	1:00 PM
Deadline for Question Submission	12/20/2024	10:00 AM
Bid Receiving Deadline	01/07/2025	9:00 AM
Bid Opening	01/07/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Federal Lobbying**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Federal Lobbying**".

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
PROPOSER: _____ <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
_____, 2025, 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 PROPOSAL TO:

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

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is issuing a Request for Proposals (RFP) to solicit a qualified state lobbyist firm(s) that can successfully represent our community's interest and serve as our advocate with the State government and across the west coast Florida Region. |

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach located on the west coast of the State of Florida. Known for its white sand beaches and beautiful sunsets, invites proposals from qualified State lobbyists to advocate for our community's interest and to address pressing legislative, funding and administrative requirements. The City is part of the barrier islands that cascade down the central west Florida coastline. The City is located just west of the City of St. Petersburg, Florida and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 8500 residents, our city faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. The City has 3 ingress and 3 egress roads to and from the City, the community relies daily and during emergencies on the well-functioning roads and associated intersections and bridges.

It is within this dynamic contest that the City of St. Pete Beach seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and well-being of all residents of St. Pete Beach

The lobbyist firm will work with the City Manager and/or designee to identify and represent legislative coordination and funding priorities for the City. As directed by the City Manager and State officials and legislators.

The City requires services with an emphasis on producing measurable results in achieving state funding and/or legislative and executive action favorable or protective to the City. The City seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the City on the interests, priorities, and other issues and decisions (listed below) at the State level that may affect the City. The successful firm will have a strong background on issues of importance to the City and will be able to demonstrate unique relationships with members of the Legislature and others representing the City.

The lobbyist firm will agree to be always available upon reasonable request to meet with the City Commission, City staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings with the Governor, or Department of State agencies, as well as regional agencies, universities, school board and federal-related agencies, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the City to strategically seek Monetary funds and policy change.

Although legal opinions are not required as a part of the firm's responsibilities, the City will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative agency hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firm(s) should be prepared to lobby committee members prior to and during these meetings to accomplish the City's desired positions.

The Scope of Services to be provided to the City shall include:

- a. Collaborate with City Officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the City of St. Pete beaches priorities and interest with key State Legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's office.
- b. Facilitate regular meetings with key Stat legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the City's current and project priorities and interest.
- c. Provide consultation and advice to the City in identifying, defining, and pursuing its annual State legislation and appropriations requirement and requests.
- d. Provide expertise and help outline the City's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.
- e. Assist the City in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to the City's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.
- f. Facilitate, coach and prepare the City for meetings and communications with relevant State legislators , their staff, committee members and leadership to effectively guide Village legislative request throughout the State legislative session.
- g. Represent and advocate for the City's priorities and interest throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the state legislative session to facilitate access and influence on desired outcomes for the City.
- h. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the City's priorities and interest. Inform and assist the City in making necessary tactical or technical moves and/or changes to in fluence desired outcomes for the City of St. Pete Beach.
- i. Provide general advice, suggested strategies, and research relating to issues important to the City of St. Pete each's State level legislation, regulatory and appropriations priorities and interest.
- j. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.
- k. Seek and coordinate grant funding opportunities applicable to the City. This includes identifying relevant State grant programs and advocating for the City's eligibility and alignment with grant criteria.

TOPICS OF INTEREST

- a. Traffic and multi-modal mobility and safety.
- b. Resilient infrastructure
- c. Shoreline and storm protection
- d. Coastline erosion and environmental protection
- e. Beach renourishment
- f. Sea-level rise.
- g. Flooding
- h. Stormwater Systems

- i. Water quality
- j. Electrical utility undergrounding and reliability
- k. Property insurance
- l. Flood insurance
- m. Condominium associations regulations
- n. Building standards, code and certification requirements
- o. Zoning codes
- p. Golf carts
- q. Seniors and special needs programming
- r. Emergency management planning, preparation, response, and recovery
- s. Retention of home rule powers

AGENCIES OF INTEREST

Given the City's priorities and interests, it is critical for the City leadership and its State legislative representatives to for strong relationships with the following State leaders organizations, and agencies:

- a. State House of Representatives and Relevant Committees
 - b. State Senate and Relevant Committees
 - c. Governor's Office and Relevant Offices
 - d. Florida Department of Environmental Protection
 - e. Florida Division of Emergency Management
 - f. Florida Department of Transportation
-

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. Bidders are required to submit electronically through online platforms Bonfire or DemandStar.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Proposals submitted to this address are time-stamped and any electronic proposal that is submitted and time-stamped after the deadline will not be accepted. Proposals submitted via this website will remain inaccessible until the time of the opening. Proposers cannot see the proposals submitted by other Proposers.

Clearly marked as: **"Federal Lobbyist"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **12/12/2024 at 1:00 PM EST** via Microsoft Teams conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) (email only) for a meeting invitation and Microsoft Teams Meeting instructions.

BID DUE DATE

All bids are due to be complete and uploaded in to either Bonfire or DemandStar, no later than January 07, 2024 by 9:00 AM EST.

CONTACT INFORMATION

Procurement Manager - John Taylor

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

- a. Firm(s)'s financial and administrative qualifications
- b. Availability-the firm(s)'s current workload and potential conflict of interest
- c. Knowledge and relationships at the State level and in Central Florida
- d. Relevant access and influence

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- e. Experience and demonstrated success
- f. Expertise
- g. Advocacy and support approach
- h. Consciousness of St. Pete Beach priorities, interests, brand, and image
- i. Proposal Cost

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Electronic submittals only via Bonfire or DemandStar

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 **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 12/20/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. **Only questions emailed directly to the City Procurement Manager will be answered.**

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ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees, if applicable.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

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

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal Form attached hereto and in strict accordance with the Plans, Specifications, and/or 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

EXAMINATION OF SITE

Proposer 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 Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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.

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City. |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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 Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 or Contract Time. When requested by the City Manager or designee, the Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f. Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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.

LICENSES AND PERMITS

The Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer'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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer 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 Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, “Schedule of Prevailing Wage Rates for Specified Public Construction.” The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer’s General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer’s carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- a. Commercial General Liability Insurance \$1,000,000.00.
- b. Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- c. Personal Injury for \$1,000,000.00 each occurrence.

- d. Automobile Liability \$1,000,000.00.
- e. General Workers Compensation Insurance as required by Florida law.
- f. Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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 Proposer shall also protect adjacent property as required by law.

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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.

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Contract Documents to be performed by them, the City may serve written notice on the Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer or Surety under this Contract or otherwise.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. 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 Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- a. Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

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

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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
- e. 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:

- a. Sufficient funds are not available to continue its full and faithful performance of this contract.
- b. There is sub-standard or non-performance of contract.

- c. 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the

exclusive right to accept or reject any proposal 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 proposal 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 proposals or applies to proposal 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 _____, 2025, 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 _____, 2025, 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

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
- 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 acceptancy 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) two, (1) 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:

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: Frances Robustelli

Its: .Owner

Its: City Manager

Date: | _____ |

Date: | _____ |

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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 Proposal Behind this Page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

SHUMAKER

ADVISORS

RFP RESPONSE PREPARED FOR:



REQUEST FOR PROPOSAL - STATE AND FEDERAL
LOBBYING SERVICES

January 7, 2025

100 Second Avenue South
Suite 902-S
St. Petersburg, FL 33701

Bank of America Plaza
101 E Kennedy Blvd. Suite 2800
Tampa, FL 33602

www.shumakeradvisors.com

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1. COVER LETTER

Dear St. Pete Beach City Commission:

On behalf of Shumaker Advisors, we are pleased to submit our proposal to continue representing the City of St. Pete Beach at the state level and expand our services to advocate for your interests at the federal level. With a proven track record of successfully representing Florida's municipalities, counties, and school districts, including the City of St. Pete Beach, we bring the expertise, relationships, and strategic approach necessary to advance the City's legislative priorities effectively.

Shumaker Advisors currently supports several municipalities and governmental agencies with state and federal advocacy, including the City of Gulfport, City of Madeira Beach, City of Oldsmar, City of Pensacola, City of Safety Harbor, City of Treasure Island, Escambia County, Hillsborough County Public Schools, and the Jackson County Board of County Commissioners. These relationships exemplify our deep understanding of the legislative and regulatory processes and our ability to navigate key federal and state agencies, the Florida Legislature, Congress, and the Executive Branch. Our team works closely with elected officials, agency leadership, and subject matter experts to ensure our clients' priorities are effectively communicated and achieved.

Shumaker Advisors is uniquely positioned to:

- Advocate for the City's priorities at both the federal and state levels throughout the legislative sessions.
- Facilitate access to key decision-makers, including federal and state legislators, agency leadership, and executive offices.
- Provide timely updates on legislation, appropriations, and regulatory developments that affect the City.
- Assist in securing funding, identifying grant opportunities, and aligning the City's objectives with state and federal programs.

We value our long-standing relationship with the City of St. Pete Beach and remain committed to advancing your vision and priorities. Working together, our teams have achieved many successes, including the contributions to the Congressional Flood Insurance Task Force, improvements to building standards and codes, and funding for more resilient infrastructure, among many others.

Thank you for considering our proposal. Should you have any questions or require further information, please do not hesitate to contact Gino Casanova at gcasanova@shumakeradvisors.com. We look forward to continuing our partnership and achieving meaningful outcomes for your community.

Sincerely,



Jim Taylor



Alan Suskey



John David White

2. REFERENCES

Reference #1

Contact: City Manager Frances Robustelli

Organization: City of St. Pete Beach

Phone: 727.363.9232

Fax: 727.363.9249

Email: frobustelli@stpetebeach.org

Responsibilities included securing state funds for municipal projects and addressing state policy concerns related to municipalities.

Reference #2

Contact: City Manager Felicia Donnelly

Organization: City of Oldsmar

Phone: 813.749.1102

Fax: 813.749.1166

Email: fdonnelly@oldsmarfl.gov

Responsibilities included advocacy for state funding of local initiatives and development of policies impacting municipalities.

Reference #3

Contact: Mayor D.C. Reeves

Organization: City of Pensacola

Phone: 850.435.1625

Fax: 850.435.1611

Email: dcreeves@cityofpensacola.com

Responsibilities included obtaining state appropriations for local government projects and engaging in policy efforts on municipal challenges.

3. MINIMUM QUALIFICATIONS

Shumaker Advisors has extensive experience guiding municipalities, corporations, and other organizations through the state and federal bureaucracies. Below, please find the biographies of our team of professionals proposed for this work, as well as a detailed description of our connections within the state and federal government.

A. Working Team Bios



Alan Suskey

Executive Vice President and Principal State Practice
Tallahassee, Florida
850.510.8314
asuskey@shumakeradvisors.com

An eighth-generation Floridian, Alan has built an advocacy career representing world-renowned research institutes, technology companies, small businesses, and clients in both Tallahassee and Washington, D.C. He has also represented complex and extensive client matters in front of local elected officials throughout Florida. Alan Has been instrumental in securing federal appropriations and advancing regional projects for his clients.

Most recently, Alan served as President of a boutique lobbying practice with offices in Tallahassee and St. Petersburg, Florida. The practice was founded with a specific focus on Tampa Bay and the state legislative and executive branches. During his tenure, Alan was responsible for policy and appropriations issues for some of the largest corporations and associations in Florida. Additionally, Alan represented nonprofits and municipalities throughout Florida on appropriations issues, resulting in hundreds of millions of dollars in state funding.

Alan previously served on Capitol Hill as the military aide to Congressman Bill Young, former Chairman of the Appropriations Committee and Chairman of the Appropriations Subcommittee on Defense in the United States House of Representatives. Alan's primary focus was on defense, intelligence, and homeland security projects in the Chairman's district of Pinellas County, Florida, including St. Petersburg, Florida.

Upon leaving Capitol Hill, Alan took a position as the External Affairs Director of SRI International's St Petersburg, Florida institute. In that role, he was charged with managing federal, state, and local legislative policy to include research-based appropriations requests in excess of \$7 million

annually. These requests were specifically in support of SRI's Maritime Security Program at the Department of Homeland Security and in coordination with Florida's port leadership and the Florida Ports Council. This program led to the development of an open architecture port security pilot project in Tampa Bay.

In 2010, Alan joined former-Congressman David Jolly in founding Three Bridges Advisors, a boutique federal, state, and local advocacy firm. As a member of Three Bridges, Alan worked with a diverse group of federal and state clients, advancing both funding and policy issues in a variety of sectors. Alan was honored to lead the Tallahassee office for Three Bridges and manage all aspects of the state affairs practice.

Prior to serving on Capitol Hill, Alan served honorably in the United States Army. During his eight years of service, he held multiple leadership posts, including leading our brave men and women during Operation Iraqi Freedom. He was a member of the initial invasion force in Iraq and subsequently served two year-long tours of duty in Baghdad, Iraq. As a military police non-commissioned officer, he served in several leadership roles training various first responders throughout his career. The recipient of multiple awards for service to our country, including eight Army Commendation Medals and the Valorous Unit Award, Alan was honored as the United States Army Europe "Soldier of the Year" in 2002.

Alan and his wife Sarah reside in Tallahassee, Florida.

Professional Registrations

Registered to Lobby the Executive Branch of Florida

Registered to Lobby Legislative Branch of Florida

Experience

Executive Vice President and Principal State Practice | Shumaker Advisors Florida, LLC, 2021 - Present

Tallahassee, Florida

President | Suskey Consulting, 2014 - 2021

Tallahassee, Florida

Lobbyist | Capitol Insight, 2012 - 2014

Tallahassee, Florida, United States

Vice President | Three Bridges Advisors, Inc. , 2010 - 2013

Tallahassee, Florida, United States

Staff Sergeant | US Army, 1999 - 2008

Military Fellow | U.S. House of Representatives, 2006 - 2008

Education

American Military University

- Bachelor's Degree, Political Science



JD White

Principal

Tampa, Florida

813.229.7600

jwhite@shumakeradvisors.com

John David White has policy expertise at the federal, state, and local levels of government and more than 25 years of experience assisting elected officials and advising clients on government relations, strategic communications, grassroots organizing, and politics.

Prior to joining the Shumaker Advisors team, JD held executive level positions in Florida at Mercury Public Affairs and WellCare. JD has managed lobbying teams in multiple states to advance public policy interests through legislative, regulatory, and community engagement, and directed political contribution strategy to elected officials of both political parties.

At Premier Healthcare Alliance in Washington, D.C., JD advised its 2,000 member hospitals and health systems in advancing public policy and corporate priorities with Congress and the Administration. He implemented Premier's federal PAC, tripling its size in two years.

JD has served in three congressional offices in Washington, D.C., including service as a Chief of Staff and in the Legislative Affairs Office of the Florida Department of Environmental Protection in Tallahassee.

A Florida native, JD earned undergraduate and graduate degrees from Florida State University.

JD White served as Chief of Staff for Congressman David Jolly, the representative of St. Pete Beach, during his tenure in the U.S. House of Representatives. Congressman Jolly was a member of the House Appropriations Subcommittee on Transportation, Housing, and Urban Development (THUD). This subcommittee is one of the most critical panels in Congress, as it oversees federal

funding and policy decisions related to transportation, housing, and urban development across the nation.

Scope of the Sub Committee's Responsibilities:

- Transportation Infrastructure
- Funding for the Department of Transportation (DOT)
- Federal programs for highways, bridges, railroads, transit systems, and airports
- Oversight of major initiatives like the Federal Highway Administration, Federal Aviation Administration (FAA), and Federal Transit Administration (FTA)
- Key areas include improving mobility, enhancing safety, and modernizing infrastructure
- Oversight of the Department of Housing and Urban Development (HUD)
- Funding for affordable housing programs, public housing authorities, and housing assistance for low-income families
- Community development initiatives aimed at revitalizing urban areas
- Programs for housing the homeless and those at risk of displacement

Related Areas

- Addressing urban planning, disaster resilience in housing and transportation systems, and community growth
- Encouraging sustainable and innovative approaches to infrastructure and housing development

Significance of Congressman Jolly's Role

By sitting on this subcommittee, Congressman Jolly—and by extension JD White in his leadership role—had influence over funding priorities that affected Florida's transportation systems and housing policies. This could include federal dollars for public transit in Tampa Bay, disaster recovery funds for housing after hurricanes, or grants for urban development projects. JD White's role as Chief of Staff involved strategizing and coordinating efforts to ensure Florida projects were prioritized, while navigating complex federal budgeting processes.

Their work on THUD would have had both immediate and long-term impacts on economic development, public safety, and quality of life in Florida and across the country.

Professional Registrations

Registered to Lobby the Executive Branch of Florida

Registered to Lobby the Legislative Branch of Florida

Experience

Principal | Shumaker Advisors Florida, LLC, *2021 - Present*
Tampa, FL

Principal/Owner | Catalyst Consulting, *2020 - 2021*
Tampa, FL

- Assisted elected officials and advised clients on government relations, strategic communication, grassroots organizing, and politics.

Senior Vice President | Mercury, *2017 - 2020*
Tampa/St. Petersburg, FL

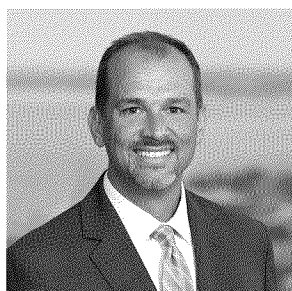
Chief of Staff | U.S. House of Representatives, *2014 - 2017*
Washington, D.C.

Director of Government Affairs | WellCare, *2009 - 2014*
Tampa/St. Petersburg, FL

Education

Florida State University

- Master's Degree, Public Administration
- Bachelor's Degree, Political Science and Government



Jim Taylor
Vice President
Tampa, Florida
813.676.7252
jctaylor@shumakeradvisors.com

As an accomplished government relations officer and lobbyist, Jim brings a veritable treasure-trove of experience and insight to Shumaker Advisors Florida. His primary role is to assist in the development of policy recommendations and goals to help meet client needs by crafting communication strategies and appropriations considerations, all while helping them navigate local, state, and federal government.

To further the reach of the Shumaker Advisors team, Jim fosters and strengthens established relationships with local and surrounding governments, as well as for-profit and nonprofit organizations.

Jim comes to the team with many pre-established connections. After earning his degree in Political Science, he served as Hillsborough County Government Relations Manager/Director from 2015 to 2022 and has been active as a contract lobbyist since 2007. His background includes roles as a Legislative Aide for State Representative Jamie Grant from 2010 to 2013 and for Hillsborough County Commissioner Ken Hagan (Chair) from 2013 to 2015. Jim has successfully secured significant appropriations, including \$5 million for the Big Ben Interchange, \$3 million for the Tampa Innovation Alliance (now the Innovation Place), and \$1.5 million for short-term residential treatment beds. With a strong network within the county, he has previously served as the Director of Government Affairs and Intergovernmental Affairs Manager for Hillsborough County. His expertise encompasses local government, the Florida legislative process, and specialized areas such as mental health and economic development.

Additionally, Jim has a long history of securing federal funding for his clients. His successes on behalf of his clients include obtaining \$25 million for the DOT TIGER Grant for the I-75/Big Bend Interchange, working with Congressman Buchanan to secure \$750,000 for the Wimauma Community Center, and working alongside Congresswoman Castor to obtain \$800,000 for the Town N' Country Septic-to-Sewer Conversion. Jim's expertise in building standards, zoning codes, and emergency management is reflected in accomplishments like achieving a Federal Scenic and Wildlife designation for Little Manatee River.

Jim is a member of the Florida Association of Professional Lobbyists, was an audit committee member, and is an Elder and the Clerk for the Session for the Florida West Coast Credit Union. Outside of work, Jim is a member of Tampa Covenant Church.

Professional Registrations

Registered to Lobby for the Executive Branch of Florida

Registered to Lobby for the Legislative Branch of Florida

Experience

Vice President | Shumaker Advisors Florida, LLC, 2022- *Present*
Tampa, FL

Government Relations Division Director | Hillsborough County, 2018 – 2022
Tampa, FL

Intergovernmental Affairs Manager | Hillsborough County, 2015 - 2018
Tampa, FL

Legislative Assistant | Hillsborough Board of County Commissioners, 2013 - 2015
Office of Ken Hagan, District 5
Tampa, FL

Legislative Assistant | Florida House of Representatives, 2010 - 2013
Office of State Representative James W. Grant
Tampa, FL; Pinellas Co, FL

Campaign Coordinator | James W. Grant for State House of Representatives, 2010 - 2010
Tampa, FL

Assistant Director of Admissions | Argosy University, 2008 – 2010
Tampa, FL

Education

Florida State University

- Bachelor's Degree, Political Science

B. Brief Description of History/Capabilities

Shumaker Advisors' track record of success on behalf of our clients aligns closely with St. Pete Beach's priorities and topics of interest, demonstrating a history of securing funding and advancing policies that directly benefit resilient infrastructure, shoreline and storm protection, coastline erosion and environmental protection, beach renourishment, flooding, stormwater systems, and water quality, among others. Our effectiveness in representing Pinellas County city managers' interests before the County and ability to deliver on intergovernmental needs keeps our relationships thriving. Below, you'll find our current municipal clients as well as our team's successful outcomes for industries, priorities, and initiatives relevant to St. Pete Beach's operations and interests.

Connections in State Government

With a team of former mayors, former members of the Florida State Legislature, former county and city commissioners, and seasoned government relations experts, Shumaker Advisors boasts a vast network of connections in state government that we leverage for the benefit of our clients. Our deep network of relationships ranges from members of the Florida House of Representatives and Senate to members of committees relevant to the City's interests, such as the Pinellas County Commission and its surrounding municipalities.

Our relationships include:

Tampa Bay Area Delegations

Hillsborough County

- Rep. Danny Alvarez
- Senator Jim Boyd
- Senator Danny Burgess
- Rep. Linda Chaney
- Rep. Fentrice Driskell
- Rep. Karen Gonzalez-Pittman
- Rep. Traci Koster
- Rep. Lawrence McClure
- Rep. Michael Owen (New Member)
- Senator Darryl Rouson
- Rep. Susan Valdes

Pinellas County

- Rep. Adam Anderson
- Rep. Kim Berfield
- Rep. Linda Chaney

- Rep. Lindsay Cross
- Senator Nick DiCeglie
- Senator Ed Hooper
- Rep. Berny Jacques
- Rep. Michele Rayner
- Senator Darryl Rouson

Appropriations Chairs

- Senate – Ed Hooper
- House – Lawrence McClure

TED

- Senate – Nick DiCeglie
- House – Jason Shoaf

Agriculture & Natural Resources

- Senate – Jason Brodeur
- House – Tiffany Esposito

Criminal & Civil Justice

- Senate – Ilania Garcia
- House – Patt Maney

Health and Human Services

- Senate – Jay Trumbull
- House – Alex Andrade

Higher Education

- Senate – Gayle Harrell
- House – Demi Busatta

Pre-K-12 Education

- Senate – Danny Burgess
- House – Jenna Persons-Mulicka

House Information & Technology

- John Snyder

House State Administration

- Vicki Lopez

Connections in Federal Government

In addition to Shumaker Advisors' Florida team, our federal practice brings extensive expertise in federal policy, appropriations, and agency navigation. Their strong connections with Members of Congress, administrative officials, and federal agencies further extend our reach to help achieve the outcomes St. Pete Beach is looking toward.

Our relationships include:

- Rep. Anna Paulina Luna
 - Committee on Natural Resources. Subcommittee on Oversight and Investigations, and Subcommittee on Water, Wildlife and Fisheries.
 - Committee on Oversight and Accountability and Subcommittee on Cybersecurity, Information Technology, and Government Innovation.
- Rep. Kathy Castor
 - Committee on Energy and Commerce
 - Energy, Climate, and Grid Security
 - Innovation, Data, and Commerce
 - Oversight and Investigations
 - Select Committee on the Strategic Competition Between the U.S. and the Chinese Communist Party
- Rep. Gus Bilirakis
 - House Energy and Commerce Committee
 - Innovation, Data and Commerce Subcommittee – Chairman
 - Health Subcommittee and the Communications & Technology Subcommittee
- Rep. Laurel Lee
 - Committee on Homeland Security
 - Subcommittee on Cybersecurity and Infrastructure Protection
 - Subcommittee on Transportation and Maritime Security
 - Committee on House Administration
 - Subcommittee on Elections
 - Committee on the Judiciary
 - Subcommittee on Courts, Intellectual Property, and the Internet
 - Subcommittee on Responsiveness and Accountability to Oversight
 - Subcommittee on Crime and Federal Government Surveillance
- Rep. Scott Franklin
 - House Committee on Appropriations
 - Subcommittee on Agriculture, Rural Development, Food and Drug Administration
 - Subcommittee on Military Construction and Veterans Affairs

- Subcommittee on Legislative Branch
 - House Committee on Science, Space, and Technology
 - Subcommittee on Research and Technology
 - House Committee on Veterans' Affairs
 - Subcommittee on Economic Opportunity
 - Subcommittee on Disability Assistance and Memorial Affairs
- Rep. Aaron Bean
 - Committee on Education and Workforce
 - Chairman of the Early Childhood, Elementary, and Secondary Education Subcommittee
 - Health, Employment, Labor, and Pensions Subcommittee
 - Committee on Transportation and Infrastructure
 - Aviation Subcommittee
 - Coast Guard and Maritime Transportation Subcommittee
 - Highways and Transit Subcommittee
 - Committee on Small Business
 - Contracting and Infrastructure Subcommittee
 - Oversight, Investigations, and Regulations Subcommittee
- Rep. Neal Dunn
 - House Committee on Energy and Commerce
 - Subcommittee on Health
 - Subcommittee on Innovation, Data, and Commerce
 - Subcommittee on Communications and Technology
 - House Select Committee on the Strategic Competition between the U.S. and the Chinese Communist Party
- Rep. John Rutherford
 - House Committee on Appropriations
 - Subcommittee on Homeland Security
 - Subcommittee on Military Construction, Veterans Affairs and Related Agencies
 - Subcommittee on Transportation, Housing and Urban Development
 - House Committee on Ethics
 - Investigative Subcommittee

Key federal agencies:

- Federal Emergency Management Agency (FEMA)
- U.S. Department of Housing and Urban Development (HUD)
- Army Corps of Engineers
- National Oceanic and Atmospheric Administration (NOAA)

- Fish and Wildlife Service
- Department of Transportation
- Environmental Protection Agency

C. Work Related to the City St. Pete Beach's Interests

Shumaker Advisors' proven ability to deliver results for St. Pete Beach is demonstrated by our successful outcomes with similar clients and projects aligned with your priorities and key agencies. In Congress, we have collaborated with the Army Corps of Engineers to secure funding for resilient infrastructure, shoreline protection, coastline erosion mitigation, beach renourishment, and sea-level rise solutions.

At the state level, we've partnered with Florida Power & Light (FPL) to advance electrical utility undergrounding and reliability and have contributed to the Congressional Flood Insurance Task Force to address essential property and flood insurance challenges. Leveraging Jim Taylor's extensive local government expertise, we've successfully led efforts to improve building standards, codes, certification requirements, and zoning regulations. Additionally, our team has demonstrated expertise in emergency management by guiding clients through comprehensive planning, preparation, response, and recovery efforts.

Below, you'll find a detailed breakdown of some of our key accomplishments in securing funding and support for clients with priorities and agency alignments similar to yours.

City of Gulfport - Sanitary Sewers Project

- Advisors were successful in continuing efforts from previous years for the City of Gulfport by obtaining a \$1 million appropriation for its Sanitary Sewers Project. The installation reduces inflow and infiltration of groundwater and surface water runoff, improves wastewater collection capacity, and prevents sanitary sewer overflows, thus preventing wet weather events from having adverse effects on residents of Gulfport and increasing the City's overall utility infrastructure efficiency for years to come.

City of Gulfport - 58th Street Roadway Improvement

- The \$1.2 million secured for roadway safety upgrades highlights Shumaker Advisors' role in improving the resilience of transportation infrastructure to better withstand storm intensification and other environmental hazards. In addition, strategic sidewalk improvements increase mobility options along the corridor. Shumaker Advisors leveraged relationships with Senator Ed Hooper and Representative Adam Anderson to obtain funding for the City.

City of Madeira Beach - Seawall Replacement Project

- Through the acquisition of \$100,000 in state funding, Shumaker helped Madeira Beach strengthen its seawalls, which are vital for protecting against flooding from storms and rising sea levels. This project supports water resource protection by reducing flood risks, benefiting both the local environment and economy.

City of Madeira Beach - John's Pass Dredging

- Our team assisted Madeira Beach in securing \$1,556,000 to complete the dredging of John's Pass, enhancing navigation safety and supporting tourism and economic activity in the region.

City of Oldsmar - St. Petersburg Complete Streets Project

- Shumaker Advisors \$1 million appropriation from the state for the City of Oldsmar's construction of a roundabout at the intersection of St. Petersburg Drive and Bayview Boulevard to calm traffic, increase safety and efficiency, and provide access to the Community Redevelopment Area. The existing intersection was the site of a recent fatal child-pedestrian accident. The replacement of this intersection with a roundabout, utilizing funds obtained by Shumaker Advisors, makes the area safer for all residents, including those attending the elementary school two blocks away.

City of Pensacola - Veterans Memorial Park

- Working alongside another firm, Shumaker Advisors helped secure \$750,000 in funding for improvements to the Veterans Memorial Park in Pensacola. Funds supported the construction of a permanent 1,750 square-foot, single-story facility to house restrooms and an education center at Veterans Memorial Park, which directly contribute to the health, wellness, and healing that the park provides by accommodating the on-site needs of visitors.

City of Pensacola - Escambia County Gun Violence Reduction

- Shumaker Advisors worked collaboratively to secure more than \$1.5 million in total funding for the City of Pensacola in 2023. \$850,000 of this funding sought to mitigate gun violence by providing deputies and participating agencies real-time gunfire intelligence data. The goals are to dispatch law enforcement to precise gunfire locations, increase law enforcement response time, and increase law enforcement and public safety.

City of Pensacola - Live Local Pensacola Legacy Baptist Campus

- Shumaker helped secure \$7 million for an innovative workforce housing project that benefits military families, hometown heroes, and the local workforce. This directly addresses the shortage of affordable housing, supporting workforce development and economic sustainability in a growing region. As part of this project, our team supported

funding that specifically includes military and workforce housing, ensuring that our military personnel have access to affordable housing and services. This directly supports Florida's military infrastructure and veteran-related issues, contributing to long-term military readiness and community stability.

City of Pensacola - Pensacola International Airport Passenger Terminal Building Expansion & Renewal

- Funded at \$5 million in the FY 2024-2025 state budget, the Pensacola International Airport Terminal Expansion and Renewal project will revitalize the airport and ensure it can properly serve the more than three million passengers that travel through it annually. The City of Pensacola is initiating a \$225 million Airport Modernization and Expansion Program aimed at enhancing both capacity and passenger level of service. Central to the program is a \$90 million Passenger Terminal Expansion that will add 5 gates and more than double space for the Security Checkpoint. Funding obtained by Shumaker Advisors from the state will be instrumental in completing this major project.

City of Pensacola – Hurricane Sally Recovery

- In 2023, working closely with the City, Shumaker Advisors assisted with the strategy to secure over \$50,000,000 in Hurricane Sally grants through the Department of Economic Opportunity.
 - City of Pensacola (\$39,686,539.86) – to facilitate a stormwater infrastructure project at Hollice T. Williams Park to improve water quality and reduce stormwater in the area, to repair infrastructure at the Port of Pensacola, and to repair and improve infrastructure at the Fricker Center.
 - City of Pensacola (\$10,000,000) – to acquire, prepare, and rehabilitate a targeted property at West Cervantes and North Pace Boulevard and complete a project at Baptist Hospital.
 - City of Pensacola (\$5,861,500) – The Rebuild Florida HRRP for Hurricane Sally is designed to provide funding for local governments to rebuild, replace or repair homes that were damaged by Hurricane Sally, helping impacted Floridians return to decent, safe, and sanitary homes.

City of St. Pete Beach - Fire Station 22 Project

- After being vetoed for FY 2022-2023, Shumaker Advisors was successful in obtaining \$2 million in state funding through the Department of Financial Services for the City of St. Pete Beach's Fire Station 22 for FY 2023-2024. The project will allow the City to perform a complete demolition and reconstruction of Fire Station 22 and the installation of a baby box serving the City of St. Pete's historic Pass-a-Grille beach district and surrounding locations.

City of St. Pete Beach – Jobs Growth Grant Fund

- To finalize the overhaul of St. Pete Beach’s wastewater system and restore the capacity for hotel and lodging expansion, Shumaker Advisors acquired a \$2 million grant for the Authority in 2021.

City of St. Pete Beach – Coastal Resiliency Project

- Shumaker Advisors secured \$1.65 million through the 2022 state budgeting process, implementing the first-ever holistic coastal resiliency project in the area. This project addressed rainwater threats, tidal flooding, and sea-level rise.

City of Treasure Island – Sewer Lift Station Rehabilitation

- Our team secured \$350,000 in state funds for the rehabilitation of critical sewer lift stations. These upgrades have improved wastewater management and reduced the risk of environmental contamination.

City of Treasure Island – Curb and Roadway Improvements

- Secured \$900,000 to support curb and roadway enhancements in the City of Treasure Island, improving safety, accessibility, and overall infrastructure longevity.

City of Treasure Island - Master Pump Station Project

- Both serving to strengthen the infrastructure of one of Florida's barrier islands, Shumaker Advisors obtained two sizeable allocations within the state budget for the City of Treasure Island amounting to around \$1,500,000 in funds. Specifically, the funds will allow the municipality to reconstruct and elevate the City's master wastewater pump station to achieve increased hardening and resiliency for the barrier island's most critical asset and reduce inflow and infiltration into the wastewater collection system via lining.

City of Treasure Island - Wastewater Collection System Lining Project

- In 2021, Shumaker Advisors helped secure \$1.495 million from the Resilient Florida Grant Program for the Treasure Island living shoreline and resiliency project. These efforts will reduce inflow and infiltration into the wastewater collection system.

Jackson County - Conference Center

- Shumaker Advisors was successful in obtaining \$1 million for Jackson County to renovate an existing building to better serve the needs of the county. Using state funding, Jackson County will be able to establish a state-of-the-art conference center space for organizations and individuals to host various types of events and gatherings. The center will serve to unite the community by bringing people together to work on wider community projects, encourage creativity and culture, share valuable community information, and offer educational activities.

Jackson County - Marianna Airport Crosswind Runway Rehabilitation

- Jackson County and the City of Marianna received \$500,000 in state funds to add a crosswind runway at the Marianna Airport as a result of lobbying efforts by Shumaker Advisors in 2023. The airport improvements will allow for increased airport runway traffic as the airport will not have to divert aircraft in the event of bad weather, promoting economic development, tourism, and commerce.

Jackson County - Endeavor Conference Center Phase 2

- In 2024, Shumaker Advisors obtained \$500,000 in state appropriations funding that will contribute to the renovation of Jackson County's Endeavor Convention Center. The county has put funds aside for the past 20 years specifically for this project, and the state funding will remove some of the financial burden for them as they work to create a premier event space in Jackson County. Additionally, the funding will allow the county to preserve the historic gymnasium space in the convention center. To successfully secure this appropriation, Shumaker Advisor Alan Suskey worked closely with Senator Jay Trumbull, Representative Shane Abbott, and Florida Commerce.

Town of Redington Beach - Roadway Resurfacing Project

- The Town of Redington Beach has invested significant funds into stormwater management in recent years, leaving their funding depleted and their roadways in need of major repairs. Working alongside Senator Nick DiCeglie and Representative Linda Chaney, Shumaker Advisors was able to secure \$750,000 for the Town to complete needed upgrades to their roadways that will complete the process to allow the town to have a seamless stormwater management system.

Escambia County

- Shumaker Advisors partnered with Escambia County and the Pensacola and Perdido Bays Estuary Program (PPBEP) to secure the Pensacola and Perdido Bays Estuary of National Significance Act, designating the Bays as Estuaries of National Significance. This designation unlocks federal funding through the EPA's National Estuary Program to enhance water quality, protect habitats, and support the regional economy.

Madeira Beach - Beach Groin Replacement

- Shumaker Advisors secured \$500,000 to install groins for preservation of existing beach sand along Madeira Beach. This reduced the need for re-nourishment dollars after naturally occurring sedimentation eroded existing beach.

City of Oldsmar - Douglas Road Improvements Phase 2

- Shumaker Advisors obtained \$1.5 million for Reconstructing Douglas Road in Cypress Lakes Industrial Park, the third largest industrial park in Pinellas County (also serves Hillsborough County). This resulted in vastly improved and safer connectivity via ingress, egress, and travel for the 6,500 ADT to the 530 park businesses. Phase 2 Improvements, from Stevens Road to Race Track Road, included road reconstruction, widening with a center turn lane, culvert installation for improved drainage, landscaping, lighting, benches, sidewalk, and signage.

City of Oldsmar – Douglas Road Improvements

- Douglas Road services the Cypress Lakes Industrial Park, which is the third-largest industrial park in Pinellas County and houses 530 park businesses. These businesses accrue an average of 6,500 daily trips, and improvements to Douglas Road made possible by Shumaker Advisors state lobbying service's acquisition of \$3 million in state funding over the past three legislative sessions greatly improved mobility, safety, and connectivity for vehicles and pedestrians alike.

Gracepoint Wellness - Baker Act Bed Funding

- Gracepoint is a private nonprofit behavioral health center providing vital mental health services to the greater Tampa Bay Community for over 70 years. As part of their services, Gracepoint is home to the largest crisis stabilization patient unit in the State of Florida. Nonetheless, a critical shortage of psychiatric beds for women in Tampa Bay has led to a significantly underserved patient community. Shumaker Advisors represented Gracepoint to secure a federal appropriation of \$2 million for the construction of a twenty-four-bed psychiatric hospital for women, which was constructed on the Gracepoint campus in 2022.

Hillsborough County School Board - Tinker School

- The Hillsborough County School District (HCSD) is the seventh-largest school district in the nation and is responsible for the public-school facility located on MacDill Air Force Base, known as The Tinker School. Tinker requires major upgrades and repairs totaling \$16 million. Shumaker Advisors represented HCSD to obtain an increased level of funding of \$300 million in the House Defense Appropriations Bill for FY2022 to provide for Tinker and other similarly situated schools.

Pinellas Suncoast Transit Authority (PSTA) - Central Avenue Bus Rapid Transit (BRT) line

- During the 2015 budget session, PSTA requested a \$1 million appropriation to assist in the establishment of the Central Avenue BRT line. This funding was the number one priority of the authority during the session and would connect downtown St. Petersburg to the beaches. Shumaker Advisors was hired as a subcontractor during the session to assist in convincing the local delegation and legislative leaders of the need for this project. After

much discussion with FDOT, PSTA staff, and legislative leaders, we developed a strategy for FDOT to fund the request internally, thereby avoiding any conflict with the Governor's Office. FDOT has since funded the project, and the BRT line was established. During the 2017 session, Shumaker Advisors secured \$1 million for the authority to begin the planning and development of a long-planned Clearwater transportation project.

Clearwater Marine Aquarium – Manatee Rehabilitation Exhibit

- On behalf of the Clearwater Marine Aquarium (CMA), Shumaker Advisors worked with the state to create and fund the CMA's Manatee Rehabilitation Exhibit. Advisors obtained \$3.5 million in funds to support the development of the manatee rehabilitation facility at CMA. This facility expanded the CMA's tourism and improved ocean literacy for local and out-of-town visitors. These funds created new jobs, educated the public, rehabilitated marine life, and boosted the economy.

C. Insurance Requirements, Bonding, and Statement of Insurance

Identify Claims

Like all law firms, the firm may be subject to professional liability claims in its normal course of business. Claims and their outcomes are considered confidential. Questions or further inquiries may be directed to the firm's General Counsel.

Statement of Assurance

The firm's attorneys comply with all applicable ethics opinions and bar rules in the jurisdiction the attorneys' practice.

Bonding

There are no claims to report, and Shumaker Advisors complies with any applicable bond requirements.

4. ADVOCACY AND SUPPORT APPROACH

Shumaker Advisors' previous experience and ongoing work give us a clear, complete understanding of the City of St. Pete Beach's priorities, interests, brand, and image. This insight, coupled with our background in important areas such as building standards; certification requirements; and emergency management planning, preparation, response, and recovery, make us the ideal government relations firm to serve the City of St. Pete Beach's needs.

At the start of our renewed engagement period, Shumaker Advisors will meet with the City of St. Pete Beach to develop an advocacy plan. This plan can include, but is not limited to, the following:

- Developing and executing a legislative plan with priorities that may include the following:
 - Septic to sewer conversion, infrastructure improvements, sidewalk extensions, fire station rebuilds, etc.
 - Applying for competitive agency and department grants, e.g.:
 - Florida Job Growth Grant Fund, Federal DOT SMART Grant, Federal DOT RAISE Grant, Congressional Community Projects, etc.
- Identifying funding sources and the state and federal levels of government and creating plans to secure that funding.
 - Adhering with funding deadline and important dates set forth in the state legislative calendar, as follows:
 - Contract execution - Feb. 15: Project identification, House and Senate form completion, and House and Senate member submission of projects.
 - Feb. 15 - March 31: Meetings with House and Senate appropriations leaders on projects
 - April 1: Approximate date for House and Senate chair drafts to be published.
 - April 15: Approximate completion of House and Senate budget process
 - April 21: Approximate start of Budget Conference between House and Senate
 - May 2: Sine Die - budget conference must be completed, and final budget voted on.
 - May 2 - July 1: EOG meetings to justify projects and answer any necessary questions to push priorities forward.
 - July 1 and Ongoing: Agency work for contract execution and project implementation
- Creating plans to meet with relevant elected officials (including key legislators and the Governor's office), committee members, state agency officials, and other decision makers relevant to the City's interests, e.g.:
 - Fly-ins to Tallahassee and Washington, D.C. to meet with state and federal decision makers.

- National and Florida League of City days on Capitol Hill
 - Zoom meetings with congressional and legislative leaders.
- Working with city communications teams for marketing campaigns, social media posts, and/or print media opportunities.
- Gathering letters of support from community leaders and constituents
- Establishing a regular meeting schedule with the City Commissioners and City Manager to provide updates on the progress of legislation, as well as regulatory and appropriations actions, that may affect the City and adjust priorities, if necessary

Leveraging our experience, connections, and familiarity with the City's priorities, we are confident that Shumaker Advisors will continue to serve as a high-quality, dependable partner to the City of St. Pete Beach.

5. FEE

For monthly state lobbying services as outlined in the proposal, Shumaker Advisors proposes a monthly fee of \$5,000 for state advocacy services and \$4,000 for federal advocacy services to cover all services within the scope of services.

For a 12-month duration of the contract, the total fee for both state and federal services would be \$108,000. This fee reflects our dedication to providing exceptional advocacy services tailored to the needs of the City of St. Pete Beach.

6. FORMS

Regarding the Sample Contract:

Pursuant to the direction from Mr. Taylor in his 12/18/24 email, where he advised that: “This is only used for construction type RFP’s” and his 12/19/24 email stating that “The agreement is amendable, but prior to the award. If you have any issues with the existing sample, please notate those on the copy provided and make sure that it is noted in your bid documents”, we request the following sections of the sample contract be deleted from the sample contract:

4. Scope of Services

Subsections b, c, e,

5. Damages

6. Remedies

Subsections b

7. Waiver of Liens

8. Warranties

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and ~~(Vendor Name Here)~~**SHUMAKER ADVISORS FLORIDA, LLC.** (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.

3.1 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.

3.2 ~~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.

3.3 ~~e.~~ 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.

3.4 ~~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 in Exhibit B:

~~a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(-).~~

~~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.~~

4.1 ~~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.~~

5. ~~9.~~ Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

6. ~~10.~~ Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.

7. ~~11.~~ Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination.

8.1 ~~12.~~ Termination. This Agreement may be ~~canceled~~ terminated 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.

8.2 This Agreement may be terminated by the Contractor when:

- a. The Contractor wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the City.
- b. In the event the City terminates, Contractor shall be entitled to the prorated compensation specified in Exhibit B for services performed up to the termination date.

9. ~~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.

10. ~~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.

11. ~~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.

12. ~~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.

13. ~~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.

14. ~~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.”

15. ~~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.

16. ~~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.

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

17.1 ~~a.~~ Florida public records law (Exhibit “A”)

17.2 ~~b.~~ Request for Bid (Exhibit “B”)

17.3 ~~c.~~ Vendor Proposal (Exhibit C)

18. ~~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:

Shumaker Advisors FL, LLC.

101 E. Kennedy Blvd.

Suite 2800

Tampa, FL 33602

With Copy To:

RChristaldi@shumaker.com

As to City:

City Manager

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

As to Contractor:

As to City:

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

With Copy To:

Insert Vendor email address

With Copy To:

cityattorney@stpetebeach.org

19. ~~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.

20. ~~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.

21. ~~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.

22. ~~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.

23. ~~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.

24. ~~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.

25. Registration. If required by law, representatives of Contractor shall register as a lobbyist, and file periodic reports at City's request. Registration requires that Contractor file a completed Registration Form and an Authorization Form and pay the applicable registration fee. These registration fees vary from municipality to municipality, county to county, and state to state. Registration is also required to lobby on the federal level. The registration must be renewed on an annual basis. Some jurisdictions require a first time set up fee and separate registration fees for multiple issues. The City will be billed for the Registration fees as applicable. Contractor may also advise and assist City, in completing City-related reporting as required by the applicable laws and regulations.

26. Compensation and Expenses. City agrees to pay Contractor a flat fee of Dollars (\$) for the Services. Contractor will bill City 50% upon execution of the Agreement and 50% at the conclusion of the project. City will be responsible for reimbursement of our out-of-pocket expenses, including all registration fees as applicable, long distance telephone calls, facsimile, postage, copying, messenger service, travel, fee-based computerized research, and, to the extent required because of the unique time demands of the matter, secretarial overtime.

Where possible, Contractor will channel invoices to City for direct payment. If City ever has questions regarding our statements or the services which are being rendered, City shall advise Contractor promptly so that Contractor may address City's concern and take appropriate action to meet City's expectations. City identifies the following representative as it's point of contact for billing/ invoices:

Name

Title

Email

Phone

Contractor is confident that their clients make every effort to pay promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost Contractor incur as a result of clients who are delinquent, Contractor will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that Contractor is required to institute legal proceedings to collect fees and costs owed by City, City will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

27. Confidentiality. City agrees that the terms of this Agreement shall be held strictly confidential by City and may not be disclosed to a third party without written approval from Contractor, except as required by law or judicial order.

28. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. City understands that Shumaker, Loop & Kendrick, LLP is the managing member of Contractor. Entering into this Agreement does not obligate City to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that City deems necessary, whether in connection with the Services or otherwise. In the event that City decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, City will separately engage Shumaker, Loop & Kendrick, LLP. If City is a current client of Shumaker, Loop & Kendrick, LLP, City acknowledges that Shumaker, Loop & Kendrick, LLP has advised City to seek independent legal counsel to advise City on the questions of whether City should proceed with the Services and whether City should engage Contractor to provide the Services. City acknowledges that Contractor does not provide legal services and is not being retained by City to provide legal services or legal advice.

29. Arbitration. Any dispute between Contractor and City shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be

filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

30. Entitlement To Reasonable Attorney's Fees and Expenses. If any party brings an action to enforce the terms of this Agreement, or to declare rights hereunder, the prevailing party in such action, including any and all appeals or petitions therefrom, shall be entitled to its reasonable attorney's fees and expenses, to be paid by the other party.

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

<u>SHUMAKER ADVISORS FLORIDA, LLC</u>	City of St. Pete Beach:
Signature: _____	Signature: _____
By: <u>Ronald A. Christaldi</u>	By: _____
Its: <u>President and Chief Executive Officer</u>	Its: _____
Date: _____	Date: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	ATTEST:
_____ Ralf Brooks City Attorney	_____ Amber LaRowe City Clerk

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 1/6/2025 1:57:40 PM	
Style name: JT	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanage.com/IMANAGE/31944929/1	
Modified filename: City of St. Pete Beach Federal Lobbying RFP Agreement(31944929.4).docx	
Changes:	
Add	63
Delete	79
Move From	0
Move To	0
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	143

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **SHUMAKER ADVISORS FLORIDA, LLC.** (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.
 - 3.1 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.
 - 3.2 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.

3.3 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.

3.4 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 in Exhibit B:

4.1 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.

5. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

6. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination.

8.1 This Agreement may be terminated 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.

8.2 This Agreement may be terminated by the Contractor when:

- a. The Contractor wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the City.
- b. In the event the City terminates, Contractor shall be entitled to the prorated compensation specified in Exhibit B for services performed up to the termination date.

9. 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.

10. 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.

11. 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.

12. 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.

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Contractor is confident that their clients make every effort to pay promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost Contractor incur as a result of clients who are delinquent, Contractor will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that Contractor is required to institute legal proceedings to collect fees and costs owed by City, City will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

27. Confidentiality. City agrees that the terms of this Agreement shall be held strictly confidential by City and may not be disclosed to a third party without written approval from Contractor, except as required by law or judicial order.

28. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. City understands that Shumaker, Loop & Kendrick, LLP is the managing member of Contractor. Entering into this Agreement does not obligate City to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that City deems necessary, whether in connection with the Services or otherwise. In the event that City decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, City will separately engage Shumaker, Loop & Kendrick, LLP. If City is a current client of Shumaker, Loop & Kendrick, LLP, City acknowledges that Shumaker, Loop & Kendrick, LLP has advised City to seek independent legal counsel to advise City on the questions of whether City should proceed with the Services and whether City should engage Contractor to provide the Services. City acknowledges that Contractor does not provide legal services and is not being retained by City to provide legal services or legal advice.

29. Arbitration. Any dispute between Contractor and City shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

30. Entitlement To Reasonable Attorney's Fees and Expenses. If any party brings an action to enforce the terms of this Agreement, or to declare rights hereunder, the prevailing party in such action, including any and all appeals or petitions therefrom, shall be entitled to its reasonable attorney's fees and expenses, to be paid by the other party.

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

SHUMAKER ADVISORS FLORIDA, LLC	City of St. Pete Beach:
Signature: _____	Signature: _____
By: Ronald A. Christaldi	By: _____
Its: President and Chief Executive Officer	Its: _____
Date: _____	Date: _____
 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	 ATTEST:
_____ Ralf Brooks City Attorney	_____ Amber LaRowe City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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 Hylant - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME: PHONE (A/C, No, Ext): 419-255-1020 E-MAIL ADDRESS: FAX (A/C, No): 419-255-7557
INSURED Shumaker, Loop & Kendrick, LLP; Shumaker Advisors Florida, LLC; Shumaker Advisors, LLC 1000 Jackson Street Toledo OH 43604-5515	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co INSURER B: Hartford Underwriters Ins Co INSURER C: Property & Casualty Ins Co of Hartford INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 355467229**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
	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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
A B C	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 / A	45WEBM1068-AZ, FL, GA, MD, MN, NE, NY, RI, VA, OH 45WEBM1068-NJ, SC, TX 45WEBM1068-MI, NC	8/1/2024 8/1/2024 8/1/2024	8/1/2025 8/1/2025 8/1/2025	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)

Covered States: AZ, FL, GA, MD, MI, MN, NC, NE, NJ, NY, RI, SC, TX, VA, OH (OH-Stop Gap Only)
Waiver of Subrogation is included in favor of the City of St. Pete Beach as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Pete Beach
Attn: City Manager-Frances Robustelli
155 Corey Ave.
St. Pete Beach FL 33706

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

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II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Federal Lobbying"** 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Federal Lobbying"**.

COMPANY:

Shumaker Advisors Florida

DATE:

01-03-2025

ADDRESS:

101 E. Kennedy Blvd. Suite 2800 Tampa, FL 33602

PHONE:

813. 676. 7253

PROPOSER:

Celeste S. Schettino
(SIGNATURE)

NAME:

Celeste Schettino - Assistant Director of Operations (ADO)
(PRINT NAME & TITLE)

STATE OF FLORIDA

COUNTY OF

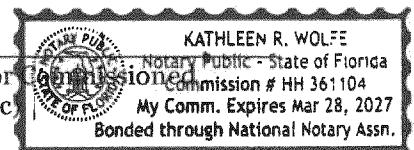
HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3RD day of JANUARY, 2025, by CELESTE SCHETTINO, who is personally known to me or has produced _____ as identification.

(SEAL)

Kathleen R. Wolfe
Notary Public – State of Florida

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



SUBMIT PROPOSAL TO:

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

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: Celeste Schettino
(Print individual's name and title)

for: Shumaker Advisors Florida LLC
(Print name of entity submitting sworn statement)

at: 101 E. Kennedy Blvd Suite 2000 Tampa, FL 33602
(Business address)

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

81-5481020
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

Celeste Schettino
(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 proposal 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 predecessor or successor of a person convicted of a public entity crime or
 - 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 proposals or applies to proposal 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 HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 3RD day of JANUARY, 2025, by CELESTE SCETTINO, who is personally known to me or has produced _____ as identification.

(SEAL)

Kathleen R. Wolfe
Notary Public - State of Florida

(Print, Type, Stamp)
Name of Notary Public Kathleen R. Wolfe
Notary Public - State of Florida
Commission #HH 361104
My Comm. Expires Mar 28, 2027
Bonded through National Notary Assn.

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

I state that I Celeste Schettino, ADO of Shumaker Advisors 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. Shumaker Advisors FL, 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: Shumaker Advisors FL

Signed By: Celeste Schettino

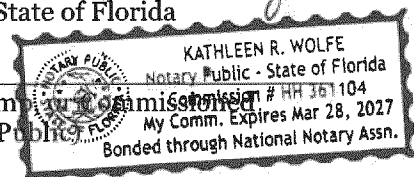
Print Name: Celeste Schettino

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3RD day of JANUARY, 2025, by CELESTE SCHETTINO, who is personally known to me or has produced _____ as identification.

(SEAL)

Kathleen R. Wolfe
Notary Public – State of Florida

(Print, Type, Stamp)
Name of Notary Public





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

**Federal
Lobbyist**

**Proposals due on or before
1/07/2024 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**

I. CONTENTS

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Event	Date	Time
Publication of Bid	12/04/2024	8:00 AM
Pre-Bid Meeting (MANDATORY)	12/12/2024	1:00 PM
Deadline for Question Submission	12/20/2024	10:00 AM
Bid Receiving Deadline	01/07/2025	9:00 AM
Bid Opening	01/07/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Federal Lobbying**.

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

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Federal Lobbying**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Federal Lobbying**".

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
PROPOSER: _____ <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 _____, 2025, 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 PROPOSAL TO:

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

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is issuing a Request for Proposals (RFP) to solicit a qualified state lobbyist firm(s) that can successfully represent our community's interest and serve as our advocate with the State government and across the west coast Florida Region. |

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach located on the west coast of the State of Florida. Known for its white sand beaches and beautiful sunsets, invites proposals from qualified State lobbyists to advocate for our community's interest and to address pressing legislative, funding and administrative requirements. The City is part of the barrier islands that cascade down the central west Florida coastline. The City is located just west of the City of St. Petersburg, Florida and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 8500 residents, our city faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. The City has 3 ingress and 3 egress roads to and from the City, the community relies daily and during emergencies on the well-functioning roads and associated intersections and bridges.

It is within this dynamic context that the City of St. Pete Beach seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and well-being of all residents of St. Pete Beach.

The lobbyist firm will work with the City Manager and/or designee to identify and represent legislative coordination and funding priorities for the City. As directed by the City Manager and State officials and legislators.

The City requires services with an emphasis on producing measurable results in achieving state funding and/or legislative and executive action favorable or protective to the City. The City seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the City on the interests, priorities, and other issues and decisions (listed below) at the State level that may affect the City. The successful firm will have a strong background on issues of importance to the City and will be able to demonstrate unique relationships with members of the Legislature and others representing the City.

The lobbyist firm will agree to be always available upon reasonable request to meet with the City Commission, City staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings with the Governor, or Department of State agencies, as well as regional agencies, universities, school board and federal-related agencies, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the City to strategically seek Monetary funds and policy change.

Although legal opinions are not required as a part of the firm's responsibilities, the City will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative agency hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firm(s) should be prepared to lobby committee members prior to and during these meetings to accomplish the City's desired positions.

The Scope of Services to be provided to the City shall include:

- a. Collaborate with City Officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the City of St. Pete beaches priorities and interest with key State Legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's office.
- b. Facilitate regular meetings with key State legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the City's current and project priorities and interest.
- c. Provide consultation and advice to the City in identifying, defining, and pursuing its annual State legislation and appropriations requirement and requests.
- d. Provide expertise and help outline the City's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.
- e. Assist the City in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to the City's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.
- f. Facilitate, coach and prepare the City for meetings and communications with relevant State legislators, their staff, committee members and leadership to effectively guide Village legislative request throughout the State legislative session.
- g. Represent and advocate for the City's priorities and interest throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the state legislative session to facilitate access and influence on desired outcomes for the City.
- h. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the City's priorities and interest. Inform and assist the City in making necessary tactical or technical moves and/or changes to influence desired outcomes for the City of St. Pete Beach.
- i. Provide general advice, suggested strategies, and research relating to issues important to the City of St. Pete each's State level legislation, regulatory and appropriations priorities and interest.
- j. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.
- k. Seek and coordinate grant funding opportunities applicable to the City. This includes identifying relevant State grant programs and advocating for the City's eligibility and alignment with grant criteria.

TOPICS OF INTEREST

- a. Traffic and multi-modal mobility and safety.
- b. Resilient infrastructure
- c. Shoreline and storm protection
- d. Coastline erosion and environmental protection
- e. Beach renourishment
- f. Sea-level rise.
- g. Flooding
- h. Stormwater Systems

- i. Water quality
- j. Electrical utility undergrounding and reliability
- k. Property insurance
- l. Flood insurance
- m. Condominium associations regulations
- n. Building standards, code and certification requirements
- o. Zoning codes
- p. Golf carts
- q. Seniors and special needs programming
- r. Emergency management planning, preparation, response, and recovery
- s. Retention of home rule powers

AGENCIES OF INTEREST

Given the City's priorities and interests, it is critical for the City leadership and its State legislative representatives to for strong relationships with the following State leaders organizations, and agencies:

- a. State House of Representatives and Relevant Committees
 - b. State Senate and Relevant Committees
 - c. Governor's Office and Relevant Offices
 - d. Florida Department of Environmental Protection
 - e. Florida Division of Emergency Management
 - f. Florida Department of Transportation
-

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. Bidders are required to submit electronically through online platforms Bonfire or DemandStar.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Proposals submitted to this address are time-stamped and any electronic proposal that is submitted and time-stamped after the deadline will not be accepted. Proposals submitted via this website will remain inaccessible until the time of the opening. Proposers cannot see the proposals submitted by other Proposers.

Clearly marked as: **"Federal Lobbyist"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **12/12/2024 at 1:00 PM EST** via Microsoft Teams conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) (email only) for a meeting invitation and Microsoft Teams Meeting instructions.

BID DUE DATE

All bids are due to be complete and uploaded in to either Bonfire or DemandStar, no later than January 07, 2024 by 9:00 AM EST.

CONTACT INFORMATION

Procurement Manager - John Taylor

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

- a. Firm(s)'s financial and administrative qualifications
- b. Availability-the firm(s)'s current workload and potential conflict of interest
- c. Knowledge and relationships at the State level and in Central Florida
- d. Relevant access and influence

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- e. Experience and demonstrated success
- f. Expertise
- g. Advocacy and support approach
- h. Consciousness of St. Pete Beach priorities, interests, brand, and image
- i. Proposal Cost

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Electronic submittals only via Bonfire or DemandStar

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 **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 12/20/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. **Only questions emailed directly to the City Procurement Manager will be answered.**

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ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees, if applicable.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

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

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal Form attached hereto and in strict accordance with the Plans, Specifications, and/or 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

EXAMINATION OF SITE

Proposer 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 Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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.

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City. |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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 Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 or Contract Time. When requested by the City Manager or designee, the Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f. Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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.

LICENSES AND PERMITS

The Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer'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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer 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 Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, “Schedule of Prevailing Wage Rates for Specified Public Construction.” The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer’s General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer’s carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- a. Commercial General Liability Insurance \$1,000,000.00.
- b. Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- c. Personal Injury for \$1,000,000.00 each occurrence.

- d. Automobile Liability \$1,000,000.00.
- e. General Workers Compensation Insurance as required by Florida law.
- f. Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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 Proposer shall also protect adjacent property as required by law.

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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.

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Contract Documents to be performed by them, the City may serve written notice on the Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer or Surety under this Contract or otherwise.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. 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 Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- a. Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

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

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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
- e. 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:

- a. Sufficient funds are not available to continue its full and faithful performance of this contract.
- b. There is sub-standard or non-performance of contract.

- c. 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the

exclusive right to accept or reject any proposal 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 proposal 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 proposals or applies to proposal 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 _____, 2025, 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 _____, 2025, 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

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
- 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) two, (1) 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:

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: Frances Robustelli

Its: .Owner

Its: City Manager

Date: | _____ |

Date: | _____ |

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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 Proposal Behind this Page)

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____11__ day of Feb, 2025, by and between the CITY OF ST. PETE BEACH, a _____, Shumaker Advisors Florida, LLC, Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of August, 2024 (“Agreement”) and titled _____.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Amber LaRowe

City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a

proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for “Foreign Countries of Concern”. If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to Section 268.101(7), Fla. Stat.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material

condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



Print Name: Ronald A. Christaldi

Title: President and CEO

Company: Shumaker Advisors Florida, LLC

ATTEST:

City of St. Pete Beach

Amber LaRowe, City Clerk

Adrian Petrila, Mayor