

JULY 14, 2026

**REGULAR
CITY COMMISSION MEETING**

AT 6:00 PM

**LOCATION:
IRB CIVIC AUDITORIUM
1507 BAY PALM BLVD
INDIAN ROCKS BEACH, FL. 33785**



AGENDA

CITY OF INDIAN ROCKS BEACH CITY COMMISSION MEETING

Civic Auditorium/Commission Chambers
1507 Bay Palm Blvd., Indian Rocks Beach, FL. 33785
Tuesday, July 14, 2026, at 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

- **Mayor Commissioner Lan Vaughan**
 - **Vice Mayor Commissioner Janet Wilson**
 - **Commissioner John Bigelow**
 - **Commissioner Hilary King**
 - **Commissioner Kellee Watt**
-

1. PRESENTATIONS:

- 1.1 PROCLAMATION** Mary Rose Holmes, Plein Aire Cottage Artist
[Presented by Mayor Commissioner Vaughan]
- 1.2 REPORT OF** Pinellas County Sheriff's Office
- 1.3 REPORT OF** Pinellas Suncoast Fire & Rescue District

2. NEIGHBOR'S COMMENTS. [3-minute time limit per speaker.]

Any member of the audience may come forward, give their name and address, and state any comment or concern that they may have regarding any matter over which the City Commission has control, EXCLUDING AGENDA ITEMS. All statements made to the City Commission shall be made to the City Commission as a whole, not directed to any individual City Commission Member, and no personal, impertinent, or slanderous remarks shall be permitted. No speaker shall be interrupted, and no debate shall occur between the speaker and the City Commission.

3. REPORTS OF:

Items of community interest include; expression of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or

community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the Agenda.

3.1 City Manager

3.2 City Attorney

3.3 City Commission *[3-minute time limit per City Commission Member.]*

4. WORK SESSION ITEMS:

4.1 Citizenserve Demonstration

4.2 Waste Connections Presentation

5. CONSENT AGENDA:

These items consist of non-controversial, or "housekeeping" items required by law. Items may be considered individually by any Commissioner making such request prior to a motion and vote on the Consent Items.

5.1 APPROVAL OF June 9, 2026, Regular City Commission Meeting Minutes

5.2 APPROVAL OF June 15, 2026, Executive Client Session Minutes

5.3 APPROVAL OF June 23, 2026, City Commission Work Session

5.4 APPOINT Board of Adjustment and Appeals Alternate Member Liz Covington to Regular Member status, completing Stewart DeVore's term (expires June 30, 2028), following his resignation *[City Clerk, Lorin Kornijtschuk items 5.1 ~ 5.4]*

5.5 AUTHORIZING the City Manager to sign a one-year agreement to renew group health coverage with the Public Risk Management (PRM) Group Health Trust for Fiscal Year 2026-2027 *[Administrative Director, Robin Gomez]*

6. PUBLIC HEARINGS:

6.1. VARIANCE REQUEST BOA CASE No. 2026-03, 960 Gulf Blvd. #5

[Planning and Zoning Consultant, Hetty Harmon]

Variance request from Sec.110-131(5)(f) of the Code of Ordinances, of 29.5 feet into the required 35 ft front yard setback resulting in a total front yard setback of 5.5 feet and 2.5 feet into the required 7.5-foot side yard setback resulting in a total side yard setback of 5.0 feet on the southside and 5.0 feet into the required 10.0-foot rear yard setback resulting in a total rear yard setback of 5.0 feet.

Property located at 960 Gulf Blvd #5 Indian Rocks Beach, Florida, and legally described a parcel of land lying and being in that portion of the South 75 feet of the North 750 feet of Government Lot 1, Section 12, Township 30 South, Range 14 East, that lies between Gulf Boulevard, and the Gulf of Mexico according to map or plat thereof as recorded in Book 23234 Page 2235, public records of Pinellas County, Florida. Parcel # 12-30-14-00000-120-0400

- a) Mayor-Commissioner opens the Public Hearing.
- b) Mayor-Commissioner closes the Public Hearing.
- c) Commission considers BOA Case No. 2026-03.

7. ACTION ITEMS *[Items requiring consideration and a vote by the City Commission]*

7.1 AUTHORIZING the City Manager to contract services with Catalyst Communications. *[City Manager, Ryan Henderson]*

7.2 APPOINT an applicant as Alternate Member #2 to the Board of Adjustment and Appeals for a three-year term, to expire June 30, 2029. *[City Clerk, Lorin Kornijtschuk]*

8. NEIGHBOR'S FEEDBACK. *[1-minute time limit per speaker.]*

At the end of the meeting, any member of the audience may come forward, give their name and address, and express any comment or concern regarding what was discussed on the current night's city commission meeting or ask a question which will be answered at a later date. All statements made to the City Commission shall be made to the City Commission as a whole, not directed to any individual City Commission Member, and no personal, impertinent, or slanderous remarks shall be permitted. No speaker shall be interrupted, and no debate shall occur between the speaker and the City Commission.

9. FUTURE AGENDA ITEMS.

At this time, the City Commission may identify issues or topics that they wish to schedule for discussion at a future meeting.

10. NOTED ITEMS

[Copies of agreements, announcements, etc. that City Manager wants to present to City Commission for their information but not items for discussion].

ADJOURNMENT

APPEALS: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Per s. 286.0105, F.S. Verbatim transcripts are not furnished by the City of Indian Rocks Beach, and should one be desired, arrangements should be made in advance by the interested party (i.e., Court Reporter).

If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact City Hall at 727.595.2517 or City Clerk Lorin Kornijtschuk at lkornijtschuk@irbcity.com no later than 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.

POSTED: July 10, 2026

Upcoming City Meetings and Events:

Special Magistrate Hearing: Monday, July 20, 2026, at 1:30 p.m.

*Meeting held in the City of Indian Rocks Beach Civic Auditorium located at:
1507 Bay Palm Blvd. Indian Rocks Beach, FL. 33785*

Regular City Commission Meeting: Tuesday, August 18, 2026, at 6:00 p.m.

**Meeting to be held at the Holiday Inn Harbourside, 401 2nd Street, Indian Rocks Beach, FL.
33785**

AGENDA ITEM NO. 1.1

PROCLAMATION

Mary Rose Holmes

Plein Aire Cottage Artist

CITY OF INDIAN ROCKS BEACH

PROCLAMATION



Recognizing Mary Rose Holmes for Artistic Preservation and Community Contribution

WHEREAS, Mary Rose Holmes, a fifth-generation Pioneer Floridian, descends from a family lineage deeply rooted in both American and Florida history. Her great-great-great-great-grandfather served in the American Revolution; her great-great-grandparents moved to Florida in 1843 and established some of the state's earliest commercial orange groves; and, during his daily travels through Fort Pierce in the 1950s and 1960s, her father purchased numerous paintings from roadside artists who later became known as the Florida Highwaymen; and

WHEREAS, Mary Rose is the founder of the award-winning, three-member Plein Aire Cottage Artists, together with Helen Tilston and Violetta Chandler, whose plein air paintings have beautifully captured the historic coastal cottages and natural beauty of Indian Rocks Beach and Florida, preserving on canvas the distinctive charm and character of the community; and

WHEREAS, Mary Rose and the Plein Aire Cottage Artists have been featured in local, national, and international exhibitions, shows, and publications, earning recognition for their ability to portray the beauty, history, and unique character of Indian Rocks Beach while bringing broader attention to the community's cultural heritage; and

WHEREAS, the artwork of Mary Rose and the Plein Aire Cottage Artists has become more than a celebration of local beauty—it has become a symbol of the “Save Our Cottages” movement, inspiring residents and visitors alike to appreciate, preserve, and protect the historic cottages that contribute to the unique identity of Indian Rocks Beach; and

WHEREAS, Mary Rose and the Plein Aire Cottage Artists were featured in the nationally distributed documentary, *Save Our Cottages: Artists with a Cause*, which chronicled their artistic endeavors and commitment to preserving the historic character of Indian Rocks Beach; and

WHEREAS, Mary Rose and the Plein Aire Cottage Artists have created an annual calendar showcasing the cottages and seascapes of Indian Rocks Beach;

NOW, THEREFORE, I, Lan Vaughan, Mayor-Commissioner of the City of Indian Rocks Beach, Florida, and on behalf of the City Commission, do hereby recognize and commend MARY ROSE HOLMES for her extraordinary achievements, exceptional artistic talent, and enduring commitment to using her gifts to enrich the City of Indian Rocks Beach and the State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Indian Rocks Beach to be affixed this 14th day of July 2026.

Lan Vaughan, Mayor-Commissioner

AGENDA ITEM NO. 1.2

**REPORT OF
Pinellas County Sheriff's Office**



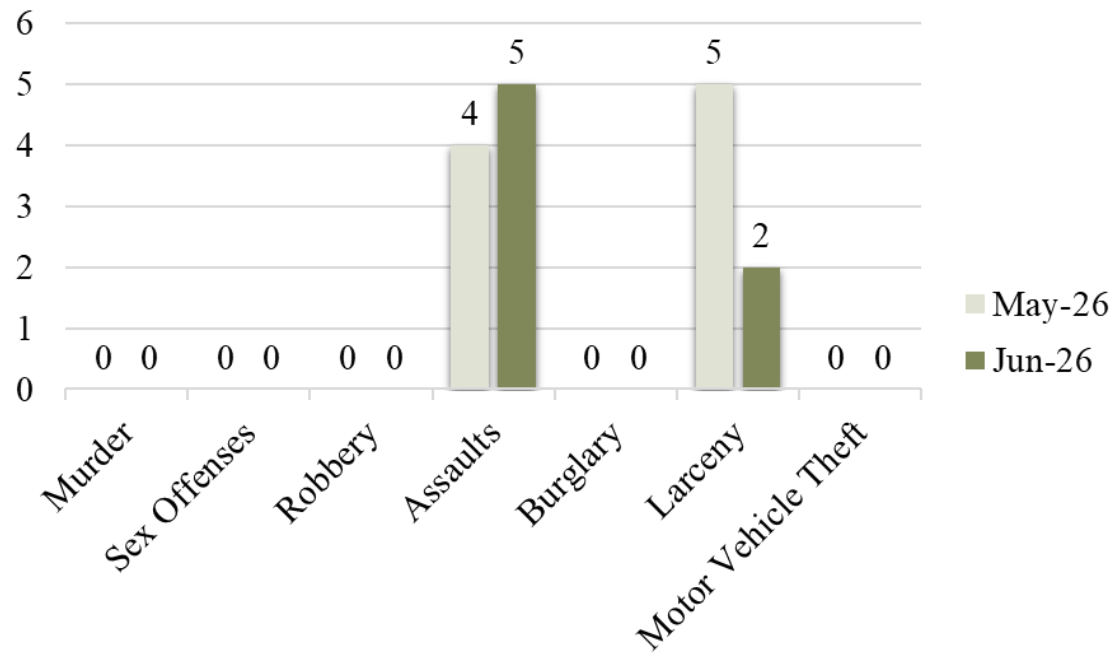
STRATEGIC PLANNING SECTION

INDIAN ROCKS BEACH ANALYSIS

Select UCR Property & Person Crimes

June 2026

Select UCR Property & Person Crimes	May 2026	June 2026	June 2025 YTD	June 2026 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	1
Robbery	0	0	0	0
Assaults	4	5	19	20
Burglary	0	0	6	0
Larceny	5	2	9	10
Motor Vehicle Theft	0	0	3	2
GRAND TOTAL	9	7	37	33



Arrests

June 2026

There was a total of 8 people arrested in the City of Indian Rocks Beach during the month of June resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Felony	1
Battery-65 Or Older	1
Misdemeanor	5
Battery	1
Battery-Domestic Related	1
Exposure Of Sex Organs-Adult	1
Petit Theft-Shoplifting	1
Violation Of Domestic Pretrial Release	1
Warrant	1
Warrant Arrest	1
Traffic Misdemeanor	3
Driver's License Suspended/Revoked-2nd Conviction	1
Driving Under The Influence Of Alcohol	1
Refusal Submit To Test-Intoxicated	1
Grand Total	10

ARRESTED SUBJECTS	RESIDENT	NON-RESIDENT
8	1	7

*Information provided reflects the number of arrests (persons arrested) as well as the total charges associated with those arrests.

Deputy Activity

There was a total of **952** events in the City of Indian Rocks Beach during the month of June resulting in **1,259** units responding.

The table below reflects the top twenty-five events to include both self-initiated and dispatched calls in the City of Indian Rocks Beach for the month of June. **CAD data is filtered by problem type.*

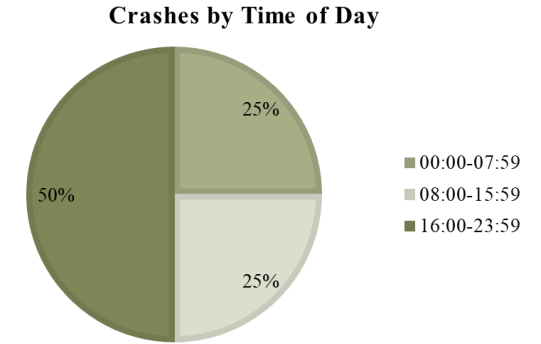
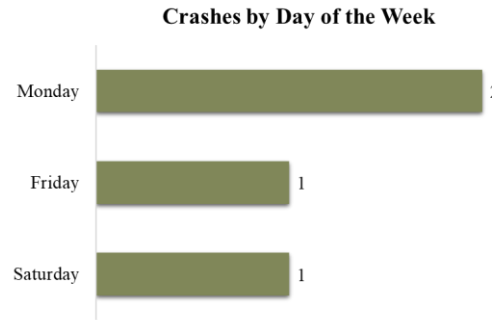
June 2026

DEPUTY ACTIVITY	TOTAL
Directed Patrol	287
Traffic Stop	166
Vehicle Abandoned/Illegally Parked	100
Area Check	55
911 Hangup Or Open Line	35
Assist Citizen	32
House Check	26
Contact	23
Information/Other	22
Traffic Control	21
Ordinance Violation	17
Noise	14
Accident	13
Lost/Found/Abandoned Property	12
Community Contact	12
Building Check Business	10
Civil Matter	9
Transport Prisoner	9
Animal Call	8
Suspicious Person	7
Trespass	6
Domestic-In Progress	6
Assist Other Agency	6
Suspicious Vehicle	5
Supplement	5

Crash & Citation Analysis

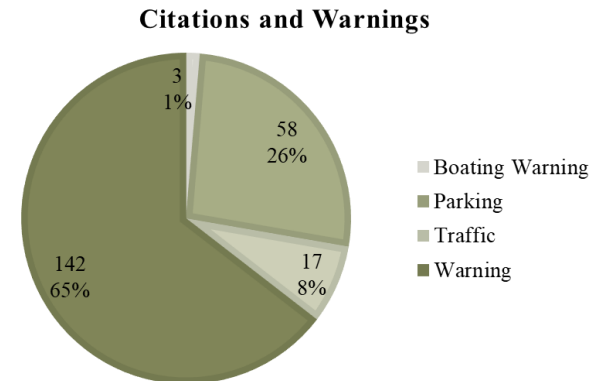
There were **4** crashes in the City of Indian Rocks Beach during June 2026. *Crash data is filtered by disposition type and may include “accident and hit and run” problem types.

CRASH LOCATIONS	TOTAL
Gulf Blvd/27th Ave	1
50 Gulf Blvd	1
1313 Gulf Blvd	1
1500 Legion Lane	1



There were a total of **220** citations and warnings issued in the City of Indian Rocks Beach during June 2026.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & 5th Ave	4
Gulf Blvd & 24th Ave	2
Gulf Blvd & 17th Ave	2
Gulf Blvd & 10th Ave	1
27th Ave & Gulf Blvd	1
Gulf Blvd & 22nd Ave	1
2401 Gulf Blvd	1
Gulf Blvd & 4th Ave	1
Gulf Blvd & 9th Ave	1
Gulf Blvd & 21st Ave	1



AGENDA ITEM NO. 1.3

**REPORT OF
Pinellas Suncoast Fire & Rescue District**

The Pinellas Suncoast Fire & Rescue District

Chief's Commission Report
July 2026



Department and Personnel Accomplishments

- The District Earned the Florida Association (FASD) of Special Districts “District of the Year”.
- District Personnel earned Certified District Manager (CDM)
 - Chip Bodine
 - Ken Grimes
 - Kim Hampton
 - Todd Best
 - Chris Wilfong
- District Personnel earned Certified District Administrative Professional (CDMAP)
 - Kristen Cresswell
- District Personnel working on earning Certified District Official (CDO)
 - Ken Grimes
 - Jacob Knighton



Department and Personnel Accomplishments

- Firefighter John Webber was honored as Firefighter of the Year by the Morrone Foundation at the 30th Annual John Morrone Law Enforcement and First Responder Appreciation Dinner. It is a longstanding tradition dedicated to honoring the extraordinary courage and service of our first responders.
- Mary Miller is a County Certified Paramedic



Department and Personnel Accomplishments

Pediatric Readiness Recognition

Gold Tier Achievement.



PATIENT SATISFACTION SURVEY PROGRAM

An independent, third-party survey program has tracked EMS patient satisfaction every year since 2016.



Independent 3rd Party

A third-party survey firm — independent of PSFRD — contacts patients and administers the survey, keeping results objective.



Ongoing Since 2016

The program has run continuously for a decade, giving the District a consistent, year-over-year view of patient experience.



Statistically Sampled

A representative portion of EMS patients is reached after each incident, covering response, care, communication, and courtesy.

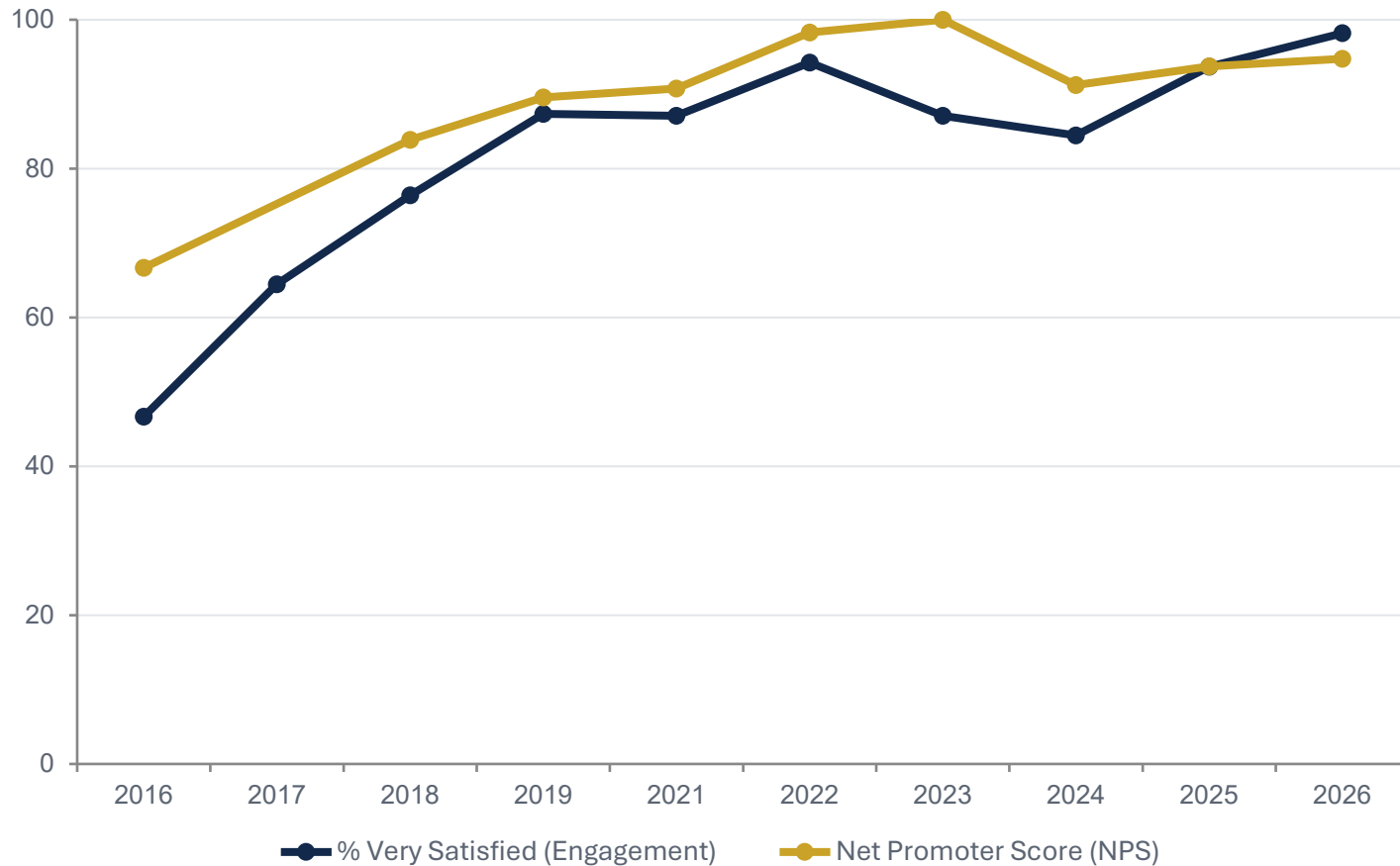


Drives QA/QI

Results feed directly into Division of EMS quality assurance and improvement efforts, and are reported to District leadership.

A DECADE OF RESULTS

Patient Satisfaction Trend, 2016-2026



2026 SNAPSHOT

98.18%

Patients "Very Satisfied" (Engagement)

100%

Overall Patient Satisfaction

94.74

Net Promoter Score

10 yrs

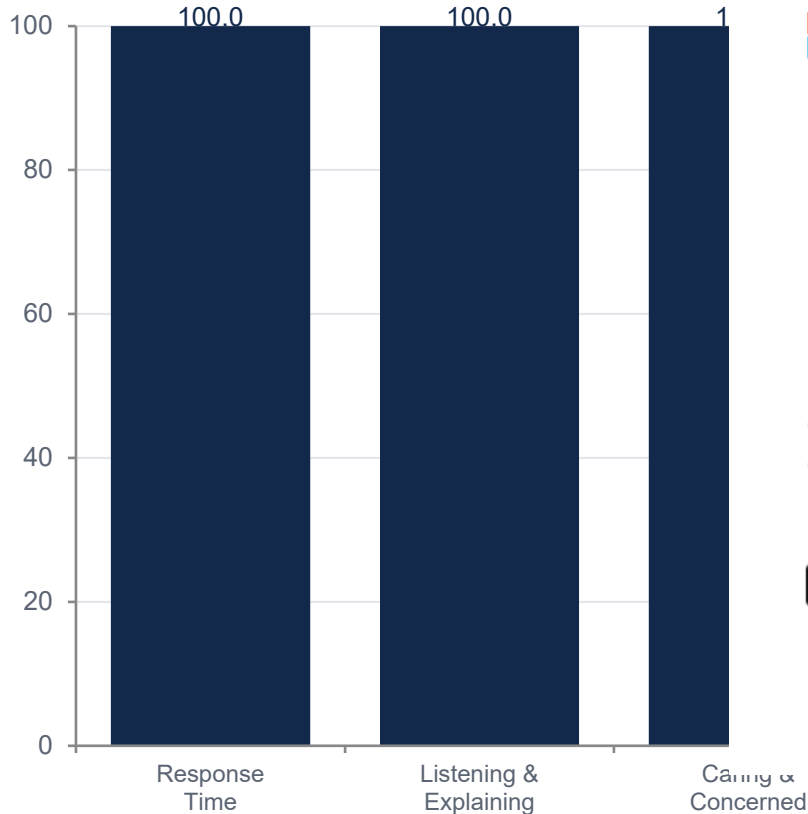
Consecutive years of independent survey data

Source: Independent third-party EMS patient engagement survey, statistically sampled respondents. 2020 survey not conducted; 2017 NPS not reported by vendor.

THIS YEAR



2026 Year in Review

Percent "Very Satisfied" by Question



kgrimes@psfrd.org

Need admin approval

 M365 MCP Client for Claude
 Anthropic PBC

M365 MCP Client for Claude needs permission to access resources in your organization that only an admin can grant. Please ask an admin to grant permission to this app before you can use it.

[Have an admin account? Sign in with that account](#)

[Return to the application without granting consent](#)

Addressed
Concerns

100% Courtesy &
Professionalism

YEAR-TO-DATE

98.18%

Engagement (Very Satisfied)

100%

Overall Satisfaction

94.74

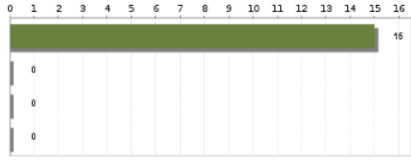
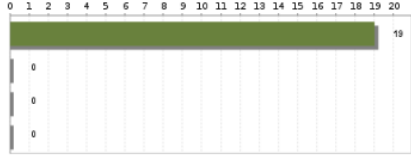
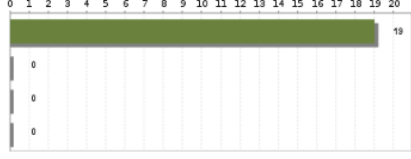
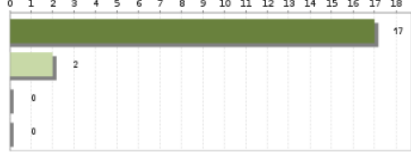
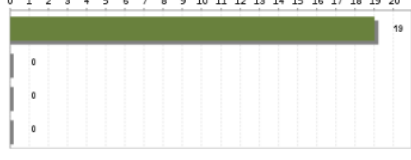
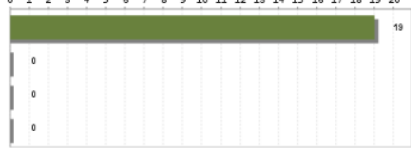
Net Promoter Score

PATIENT VOICE

"I worked for fire departments for 17 years, so I know what you guys have to go through — you were exceptional."

Source: Independent third-party EMS patient engagement survey, 2026 year-to-date (19 respondents). 911 dispatch professionalism rated 100% Very Satisfied on 12 responses.

Patient Satisfaction With EMS:

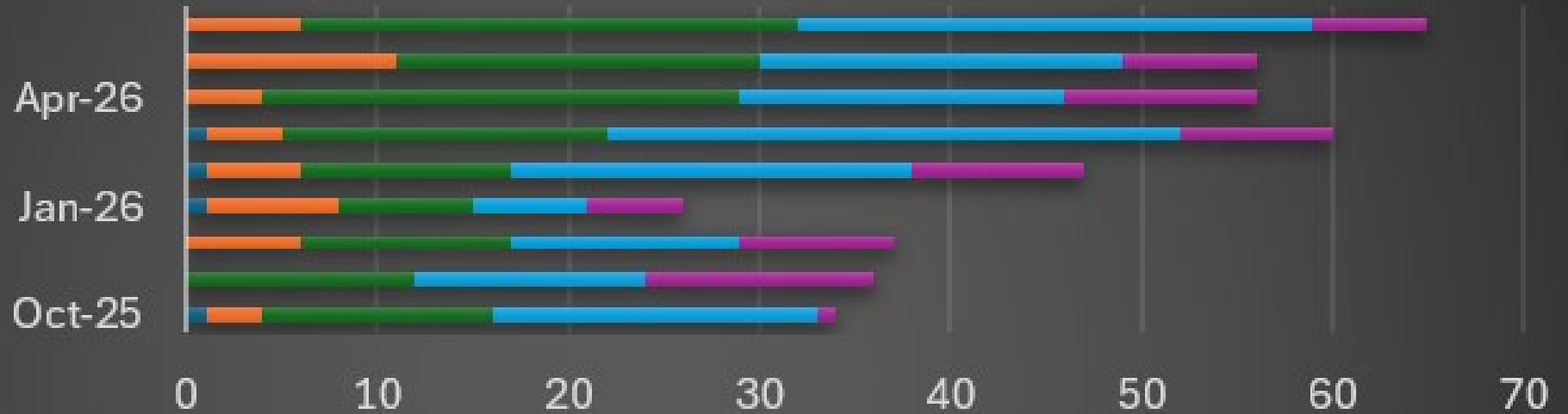
	Very Satisfied ■	Satisfied ■	Dissatisfied ■	Very Dissatisfied ■		Response total
1. Time it took EMS respond to your emergency.	100% (15)	0% (0)	0% (0)	0% (0)		15
2. Paramedic listening and explained what they were doing.	100% (19)	0% (0)	0% (0)	0% (0)		19
3. Paramedic displayed caring attitude and concern about your situation.	100% (19)	0% (0)	0% (0)	0% (0)		19
4. Paramedic addressed your medical concerns effectively.	89.47% (17)	10.53% (2)	0% (0)	0% (0)		19
5. FD Paramedic overall level of courtesy and professionalism.	100% (19)	0% (0)	0% (0)	0% (0)		19
6. SS Paramedic overall level of courtesy and professionalism?	100% (19)	0% (0)	0% (0)	0% (0)		19

Dispatched Calls Only										
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Total Fire	75	63	70	59	76	96	90	87	101	717
Total EMS	178	179	182	227	208	274	229	248	228	1953
Total Fire and EMS	253	242	252	286	284	370	319	335	329	2670
Fire by Municipality	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Belleair Shore	0	0	0	0	0	0	0	0	0	0
Belleair Beach	1	0	0	1	2	0	1	3	1	9
Indian Rocks Beach	11	10	10	7	7	15	22	17	24	123
Indian Shores	17	10	12	6	20	30	17	19	26	157
Mainland	1	11	8	5	8	7	8	7	5	60
In-District Total	30	31	30	19	37	52	48	46	56	349
Out of District Automatic Aid	45	32	40	40	39	44	42	41	45	368
Total Fire Calls - Dispatched	75	63	70	59	76	96	90	87	101	717
EMS by Municipality	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Belleair Shore	0	0	0	0	0	0	0	0	0	0
Belleair Beach	0	1	1	1	0	2	0	2	1	8
Indian Rocks Beach	27	20	22	30	25	39	48	47	55	313
Indian Shores	13	16	11	13	30	39	17	27	26	192
Mainland	63	62	46	73	57	59	63	71	62	556
In-District Total	103	99	80	117	112	139	128	147	144	1069
Out of District Automatic Aid	75	80	102	110	96	135	101	101	84	884
Total EMS Calls - Dispatched	178	179	182	227	208	274	229	248	228	1953

Total	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Belleair Shore	0	0	0	0	0	0	0	0	0	0
Belleair Beach	1	1	1	2	2	2	1	5	2	17
Indian Rocks Beach	38	30	32	37	32	54	70	64	79	436
Indian Shores	30	26	23	19	50	69	34	46	52	349
Mainland	64	73	54	78	65	66	71	78	67	616
In-District Total	133	130	110	136	149	191	176	193	200	1418
Out of District Automatic Aid	120	112	142	150	135	179	143	142	129	1252
Total Calls - Dispatched	253	242	252	286	284	370	319	335	329	2670

All Calls In District by Municipality										
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Total Fire	34	36	37	26	47	60	56	56	65	417
Total EMS	133	126	93	151	134	181	154	176	163	1311
Total Fire and EMS	167	162	130	177	181	241	210	232	228	1728
Fire by Municipality	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Belleair Shore	1	0	0	1	1	1	0	0	0	4
Belleair Beach	3	0	6	7	5	4	4	11	6	46
Indian Rocks Beach	12	12	11	7	11	17	25	19	26	140
Indian Shores	17	12	12	6	21	30	17	19	27	161
Mainland	1	12	8	5	9	8	10	7	6	66
In-District Total Fire Calls	34	36	37	26	47	60	56	56	65	417
EMS by Municipality	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Belleair Shore	1	0	0	0	3	0	0	1	0	5
Belleair Beach	8	6	13	9	10	15	12	13	9	95
Indian Rocks Beach	31	23	22	33	28	46	50	52	59	344
Indian Shores	13	18	11	13	31	39	17	27	27	196
Mainland	80	79	47	96	62	81	75	83	68	671
In-District Total EMS Calls	133	126	93	151	134	181	154	176	163	1311
Total	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	YTD
Belleair Shore	2	0	0	1	4	1	0	1	0	9
Belleair Beach	11	6	19	16	15	19	16	24	15	141
Indian Rocks Beach	43	35	33	40	39	63	75	71	85	484
Indian Shores	30	30	23	19	52	69	34	46	54	357
Mainland	81	91	55	101	71	89	85	90	74	737
In-District TOTAL Calls	167	162	130	177	181	241	210	232	228	1728

Total FIRE in District by District



	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
■ Belleair Shore	1	0	0	1	1	1	0	0	0
■ Belleair Beach	3	0	6	7	5	4	4	11	6
■ Indian Rocks Beach	12	12	11	7	11	17	25	19	26
■ Indian Shores	17	12	12	6	21	30	17	19	27
■ Mainland	1	12	8	5	9	8	10	7	6

Total EMS in District by District



	1	2	3	4	5	6	7	8	9
■ Belleair Shore	1	0	0	0	3	0	0	1	0
■ Belleair Beach	8	6	13	9	10	15	12	13	9
■ Indian Rocks Beach	31	23	22	33	28	46	50	52	59
■ Indian Shores	13	18	11	13	31	39	17	27	27
■ Mainland	80	79	47	96	62	81	75	83	68

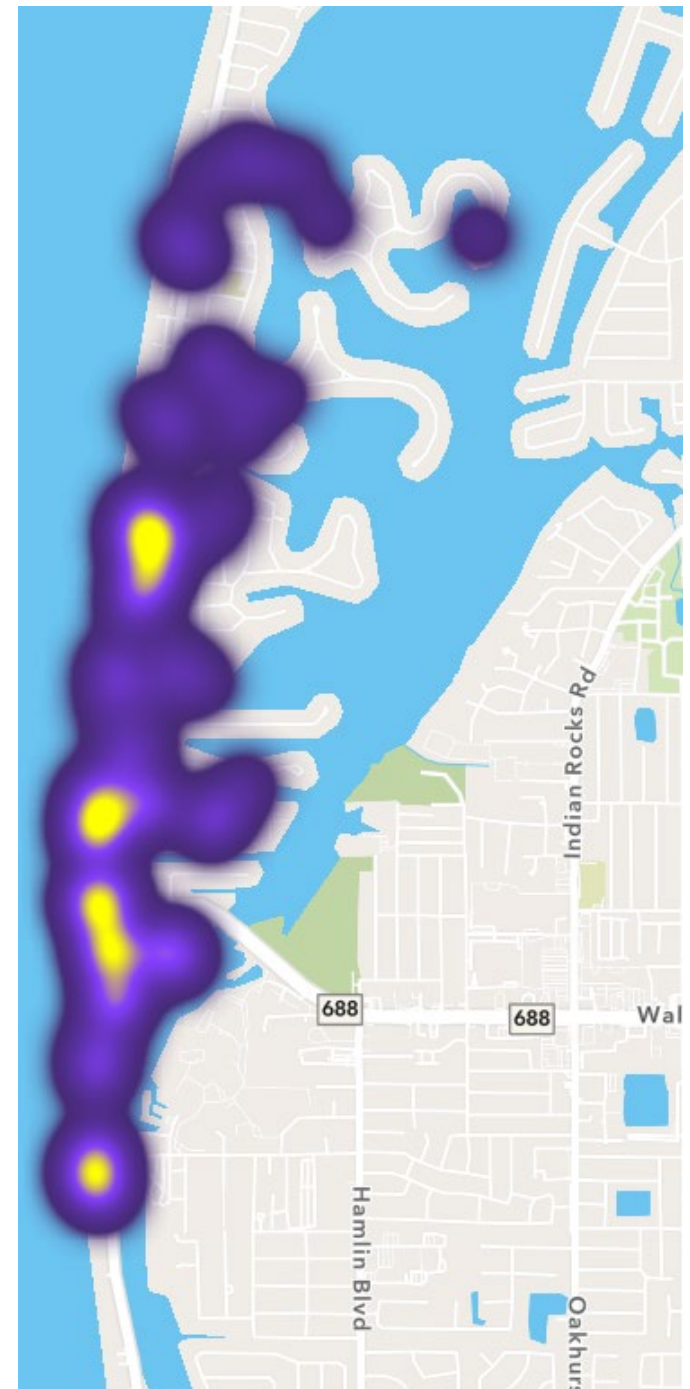
Total EMS/Fire in by District



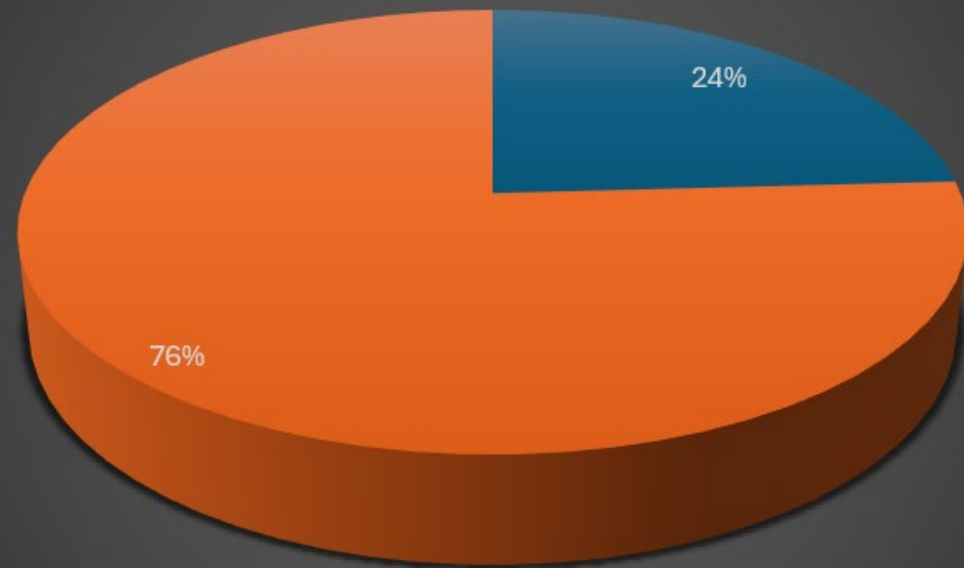
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
■ Mainland	81	91	55	101	71	89	85	90	74
■ Indian Shores	30	30	23	19	52	69	34	46	54
■ Indian Rocks Beach	43	35	33	40	39	63	75	71	85
■ Belleair Beach	11	6	19	16	15	19	16	24	15
■ Belleair Shore	2	0	0	1	4	1	0	1	0



Row Labels	Count of Incident
31-UNCONSCIOUS / FAINTING (NEAR)	8
52-FIRE ALARM	6
17-FALLS	6
26-SICK PERSON	6
77-MOTOR VEHICLE COLLISION	5
10-CHEST PAINS	4
2-ALLERGIC REACTIONS	4
12-SEIZURES	4
56-ELEVATOR (ESCALATOR) RESCUE	4
6-BREATHING PROBLEMS	3
20H-HEAT EXPOSURE	3
72M-WATER RESCUE (MARINE NEEDED)	3
4-ASSAULT	3
SD-STORM STRUCTURE DAMAGE-NO INJ.	3
WD-WIRES DOWN	3
60F-GAS ODOR (NATURAL/LP ODOR)	2
WI-WALK IN/SHIP TO SS AS NEEDED	2
53F-CITIZEN ASSIST (FIRE)	2
67F-OUTSIDE FIRE (ENGINE)	2
55O-ELECTRICAL HAZARD (OUTSIDE)	2
60M-GAS LEAK (CONFIRMED LEAK)	2
30-TRAUMATIC INJURIES	2
9C-CARDIAC ARREST	1
32M-MEDICAL ALARM	1
TA-TRAUMA ALERT	1
69M-STRUCTURE FIRE	1
7-BURNS	1
27P-PENETRATING TRAUMA	1
14D-DROWNING	1
5-BACK PAIN	1
TP-TRANSFORMER/POLE FIRE	1
76-LANDLINE DISP / CODE B	1
32P-PERSON DOWN	1
23O-OVERDOSE	1
66-ODOR INVEST (STRANGE/UNKNOWN)	1

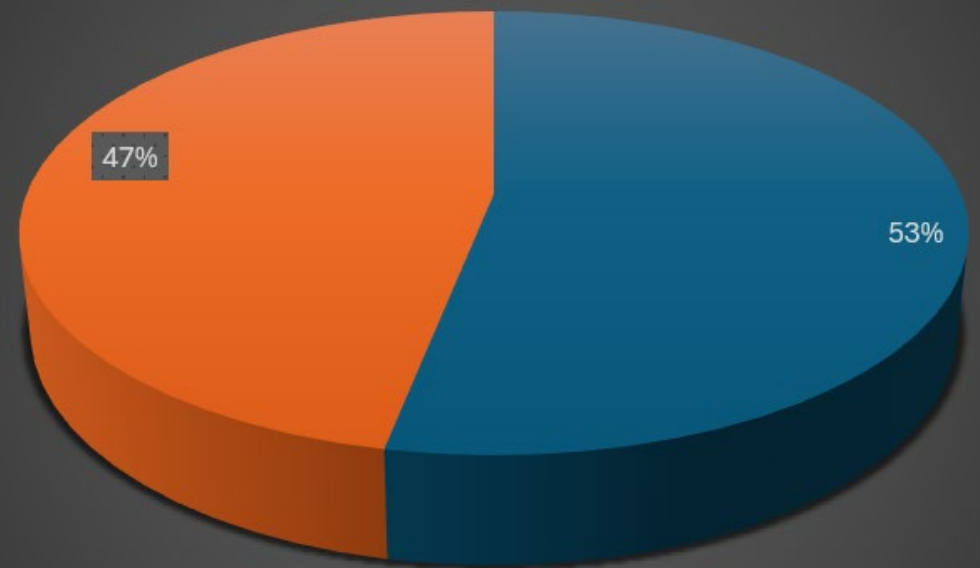


EMS vs Fire



■ Total Fire ■ Total EMS

In-District / Out of District



■ In-District Total ■ Out of District Automatic Aid



PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

July 4th Weekend Operational Summary

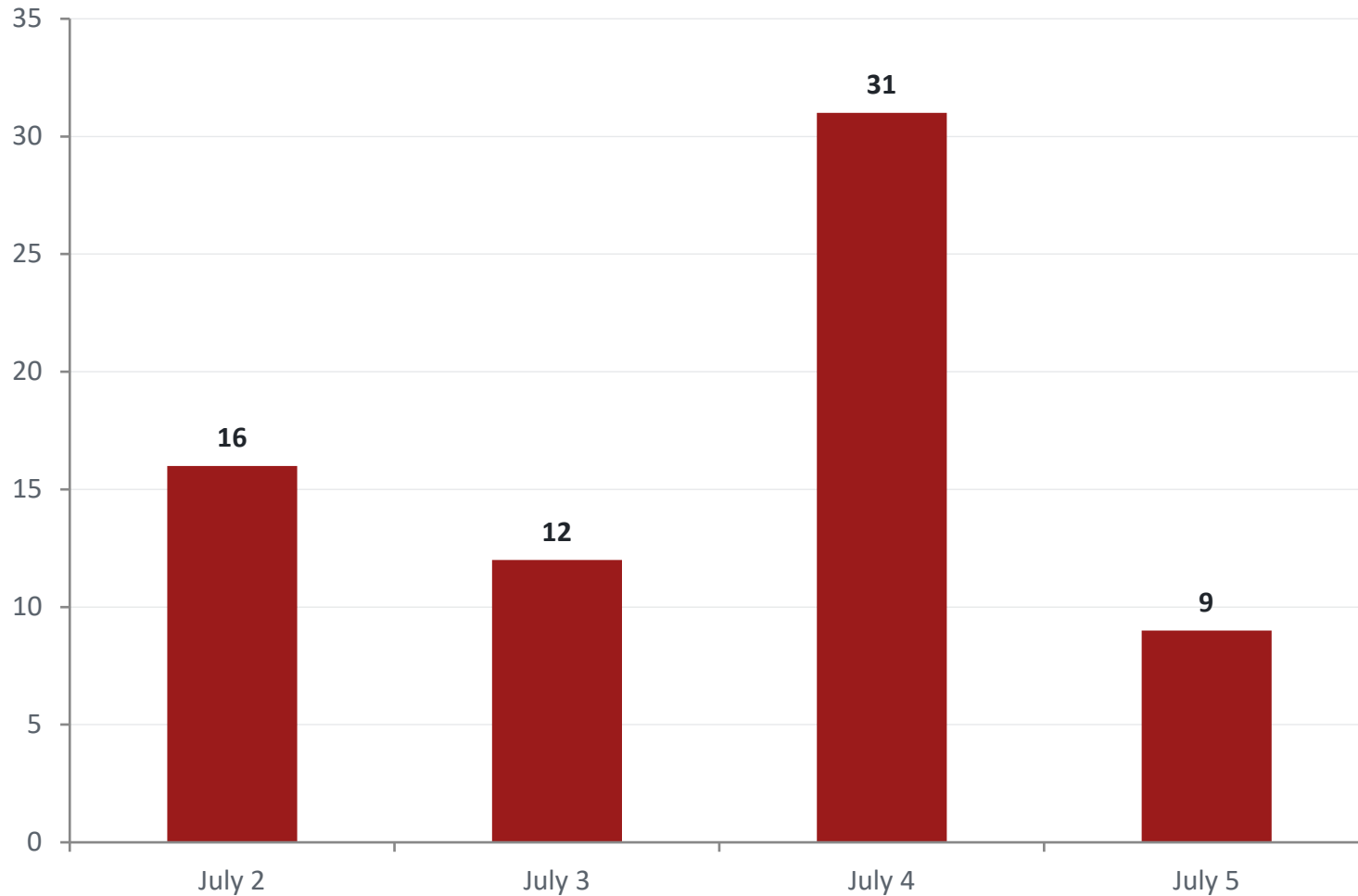
Period Covered: July 2 through July 5, 2026

Fire Chief Ken Grimes

70

TOTAL INCIDENTS

Overall Activity by Day



70

Total incidents across the operational period

31

Incidents on July 4, the peak operational day

44%

Share of the weekend workload handled on July 4

Significant and Critical Incidents



Water Emergencies

1 Water Rescue

Belleair Beach Causeway (July 2)

2 Drowning Calls

Gulf Blvd corridor, Belleair Beach (July 2)

Gulf Blvd corridor, North Redington Beach (July 4)



Cardiac and High Acuity Medical

1 Cardiac Arrest

Indian Rocks Beach (July 4)

2 Trauma Alerts

Indian Rocks Bridge (July 2); Gulf Blvd corridor, Indian Shores (July 4)

2 Strokes (CVA)

Residential location (July 4)

2 Overdoses

Gulf Blvd corridor, Indian Rocks Beach and Indian Shores (July 4)

Fire Incidents, Hazmat, and Vehicle Crashes



Fire Incidents

2 Working Structure Fires

South Lake Dr (July 4); 129 Ave E (July 5)

1 Unconfirmed Structure Fire

100 Ave N (July 4)

4 Outside Fires

Multiple Gulf Blvd locations and Wilson Ave (July 4)

1 Gas Leak and 1 Gas Odor Investigation

Hillsdale Circle; Passage Way (July 4)



Vehicle Crashes

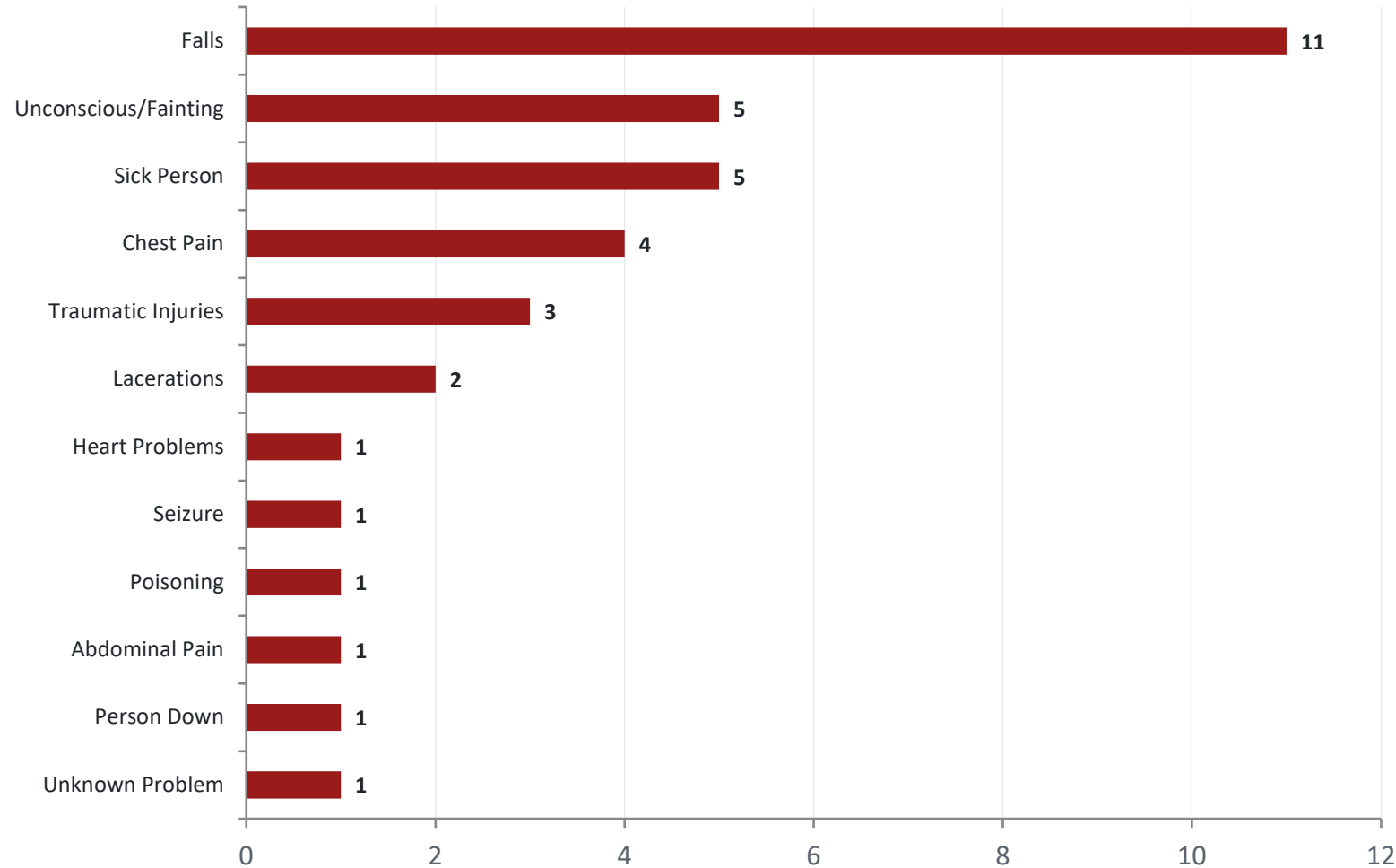
4 Motor Vehicle Collisions

- Park Blvd Bridge (July 2)
- Gulf Blvd corridor, Indian Rocks Beach (July 4, early morning)
- Gulf Blvd corridor, Indian Rocks Beach (July 4, afternoon)
- Gulf Blvd corridor, Indian Rocks Beach (July 4, evening)

Three of four collisions occurred along the Gulf Blvd corridor on July 4.

Medical Calls Dominated Activity

The majority of responses over the weekend were EMS related.



36

routine EMS call types shown at left

Falls were the single most common call type, nearly matching the next two categories combined.

The July Fourth weekend was highly EMS driven, with 70 total incidents and a significant concentration of calls on July 4 (31 incidents, 44% of the weekend workload). Outside fires and hazmat events were consistent with holiday activity.



2

Drowning incidents



1

Water rescue



1

Cardiac arrest



2

Trauma alerts



2

Overdoses



2

Confirmed structure fires



4

Outside fires



4

Motor vehicle collisions



1

Confirmed gas leak

Fire Prevention



Inspections

- Annual Inspections – 118
- Reinspection – 29
- Short Term Rentals – 116

Public Education/Outreach

- Flag Day Ceremony
- Blood Drive
- IRB Hurricane Expo



Check for Generator for EOC

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	58-1544
31-202750001-31700100-00-10515400	D8000548351	V003566	7800	06/01/26	64-0892105-0	441

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES

4-41-147 129

AMOUNT

TWO-HUNDRED-TWENTY-SEVEN-THOUSAND-FOUR-HUNDRED-TWENTY-EIGHT & 50/100 DOLLARS

***227,428.50

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE
ORDER OF

PINELLAS SUNCOAST FIRE & RESCUE
304 FIRST STREET
INDIAN ROCKS BEA FL 33785

A handwritten signature in black ink, appearing to read "Blaise Ingozia".

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Capital Projects

Station 28

- We the structure is topped off.
- Progress Report Attached
- Next step: January 2027 move in

Station 27 – No Change

- We received 1M grant to remodel.
- The concept is to make the third floor all crew area with separate bunk rooms. We will make building ADA compliant for visitors by putting office on ground floor. Sprinkler and fire alarm will be installed
- Next step: State approval of Contract with Architect

Station 26

- County has officially supported our use of Tiki site.
- We have received preliminary information from SWFMD that is positive.
- Next step: We have meeting with County to begin discussions on how we structure our use.

Station 75 North Indian Rocks Beach

- On schedule.



Station 75



Station 28



Project Name: Pinellas Fire Station 28

Date 7/6/2026

PROJECT SCHEDULE

DESCRIPTION	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN
	7/6	7/7	7/8	7/9	7/10	7/11	7/12	7/13	7/14	7/15	7/16	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2
1 Submittals in review and released	X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X		
2 Setting Steel	X	X	X	X	X			X	X	X	X	X																
3 Concrete prep and pour second floor								X	X	X																		
4 Plumbing in apparatus bay slab										X	X	X																
5 Electrical in apparatus bay slab										X	X	X																
7 Concrete prep and pour apparatus slab												X			X	X												
8 Set Curbing					X																							
9 Start Roofing over living area								X	X	X	X	X																
10 Air Barrier applied															X	X	X	X	X									
11 Storefront window and doors																						X	X	X	X	X		
12 Set exterior HM doors and frames																						X	X	X	X	X		
13 Framing interior walls in living area											X	X			X	X	X	X	X			X	X	X	X	X		
15 HVAC duct rough																	X	X	X			X	X	X	X	X		
16 Plumbing wall/ceiling rough																		X	X			X	X	X	X	X		
17 Electrical wall/ceiling rough																			X			X	X	X	X	X		
18 Fire Supression Piping																						X	X	X	X	X		
19 Stucco finish applied																						X	X	X	X	X		
20																												
21																												
#																												

PROJECT MANAGER: Thomas Shaw

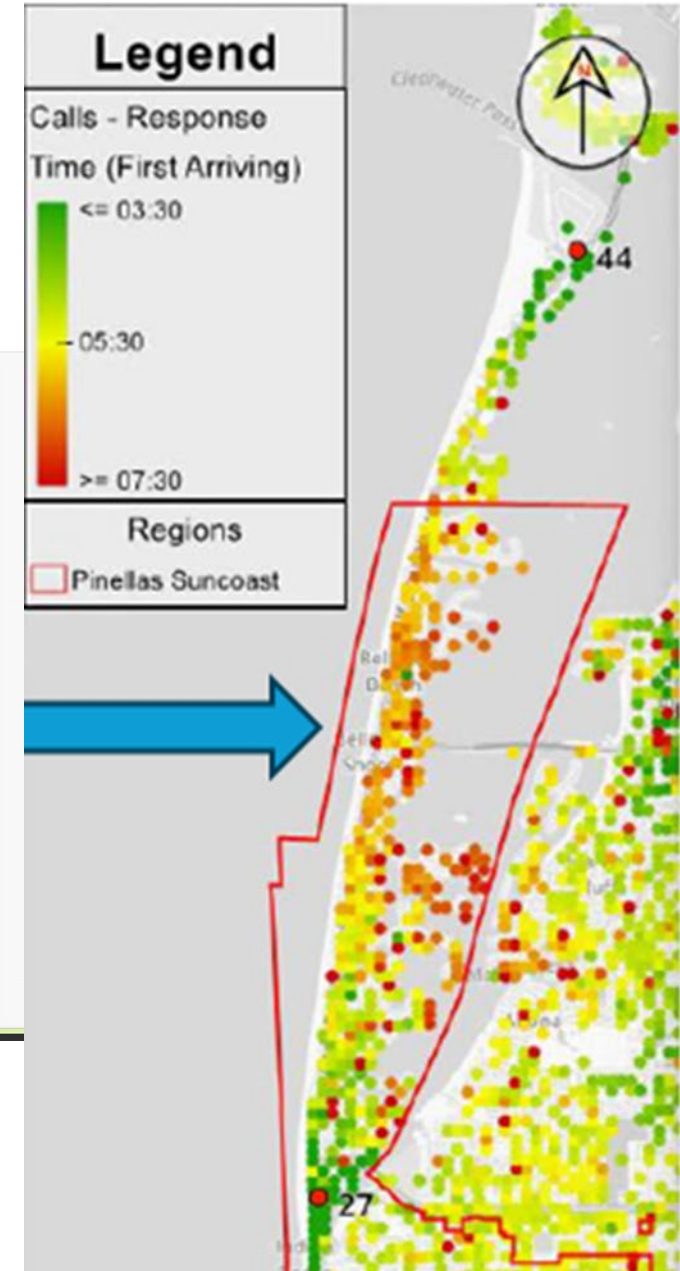
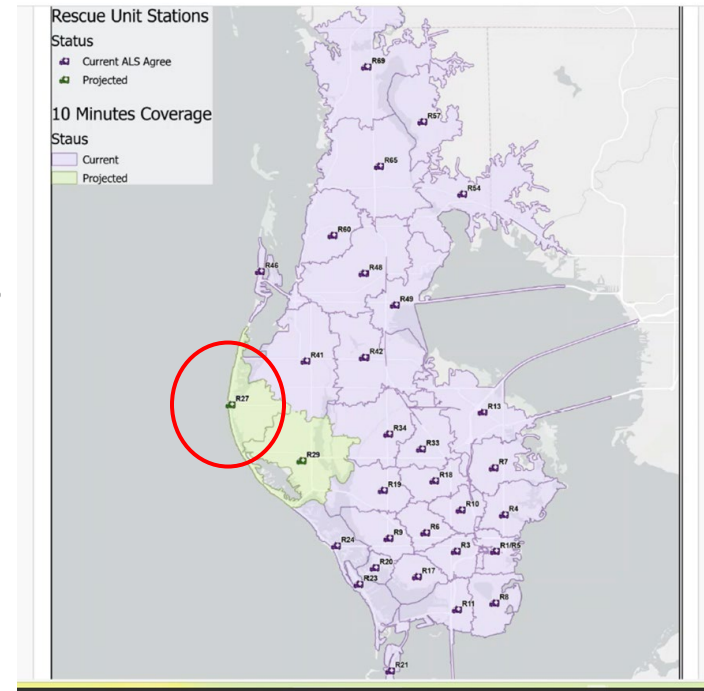
PREPARED BY: David May

SUPERINTENDENT: David May

DATE: 7/6/2026

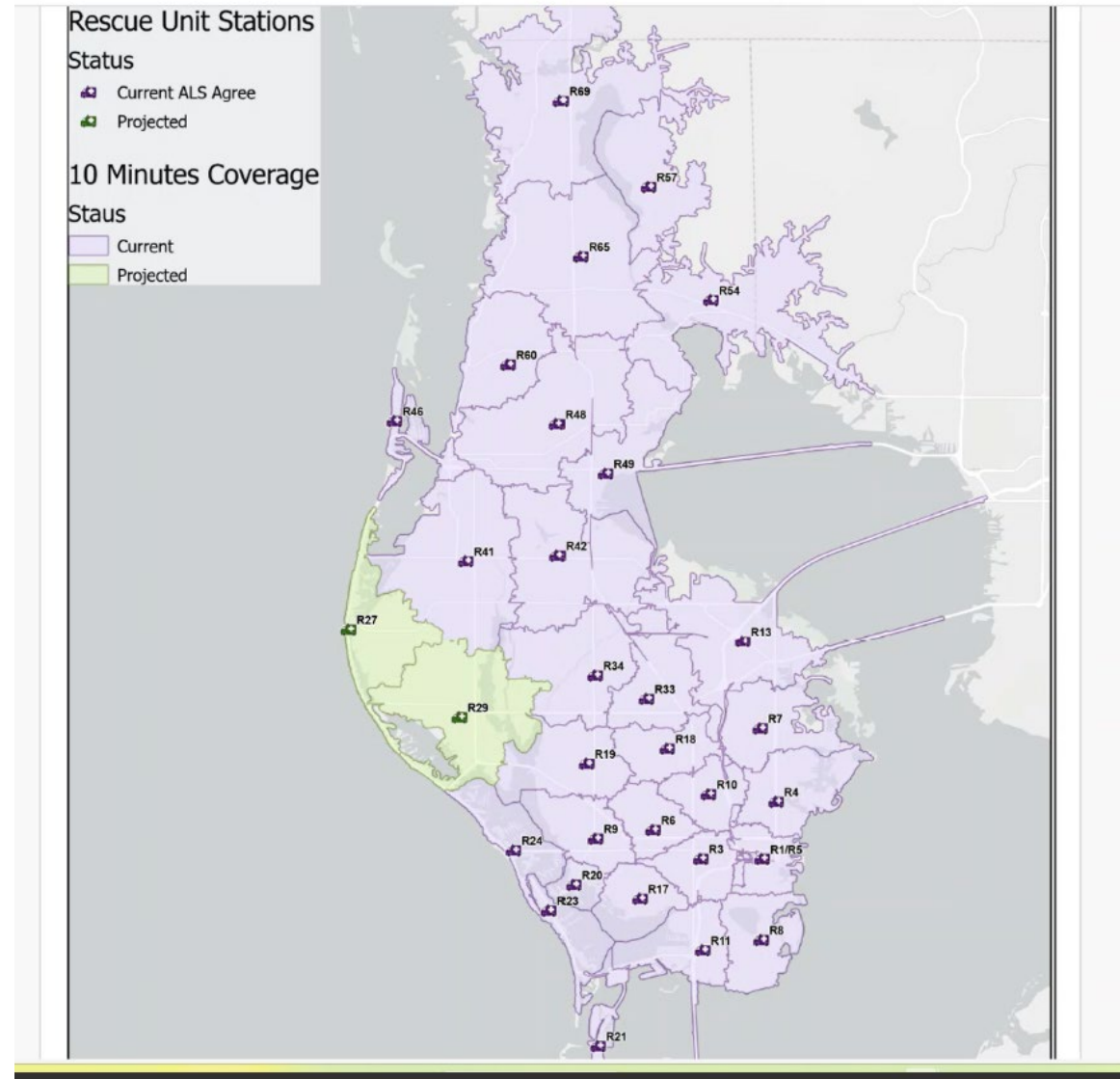
EMS Request Status

- We have requested 2 additional EMS positions from County
- This gives us what we feel is minimum level of service
 - One (1) Paramedic at Each Station
 - One (1) Transport Capable Rescue



Rescue 27

- Rescue added in 2024 as contractor funded
- Currently in service operating episodically at District expense
- Known deficiency in coverage
- Needed immediately, however, request was for one mid year FY27 to ease impact on Authority funding
- Clear need based on system coverage
- Clear need because of geographic coverage of barrier islands
- Rescue addition was projected by Authority
- Existing resource. Immediate impact with minimal investment.



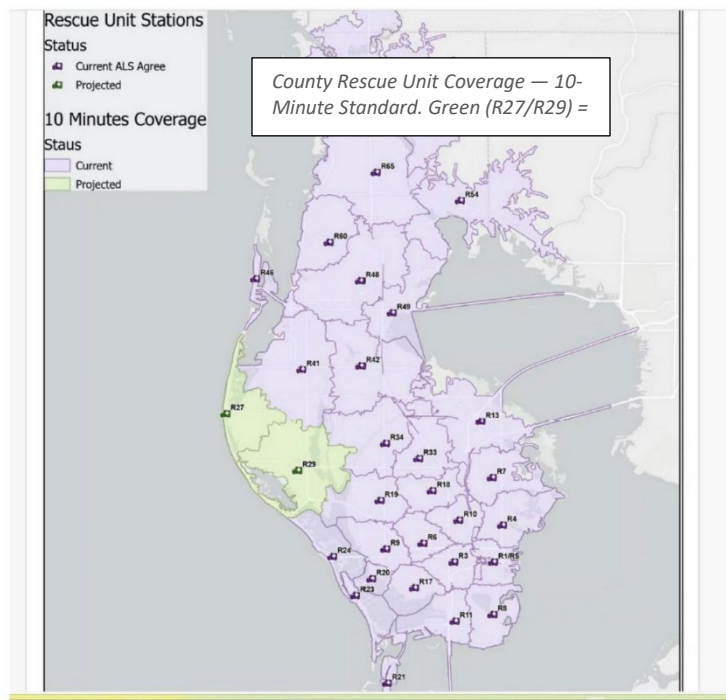
Fund Rescue 27: Closing a Known Coverage Gap

THE ASK

Fund one (1) ALS position for Rescue 27 — mid-year FY27. This is an existing, County-anticipated unit. Minimal investment. Immediate operational impact.

This Is Basic Service — Not an Enhancement

- Rescue 27 wasn't a new idea we brought to the County. The County itself procured this unit years ago, with it. It has been running episodically, at District expense, since 2024.
- Two different standards are in play here, and they shouldn't be merged into one. The County's 7.5-minute benchmark measures general EMS response. A separate standard governs transport-capable rescue coverage — where a dedicated ALS rescue unit must be able to reach within 10 minutes.
- Under that second standard — the County's own coverage map, at right — R27 and R29 are the only two zones in the entire county still shown as “Projected” rather than “Current.” Every other zone in the system already has this coverage.
- Rescue coverage is not optional, it is a critical “pressure relief valve” for the system.



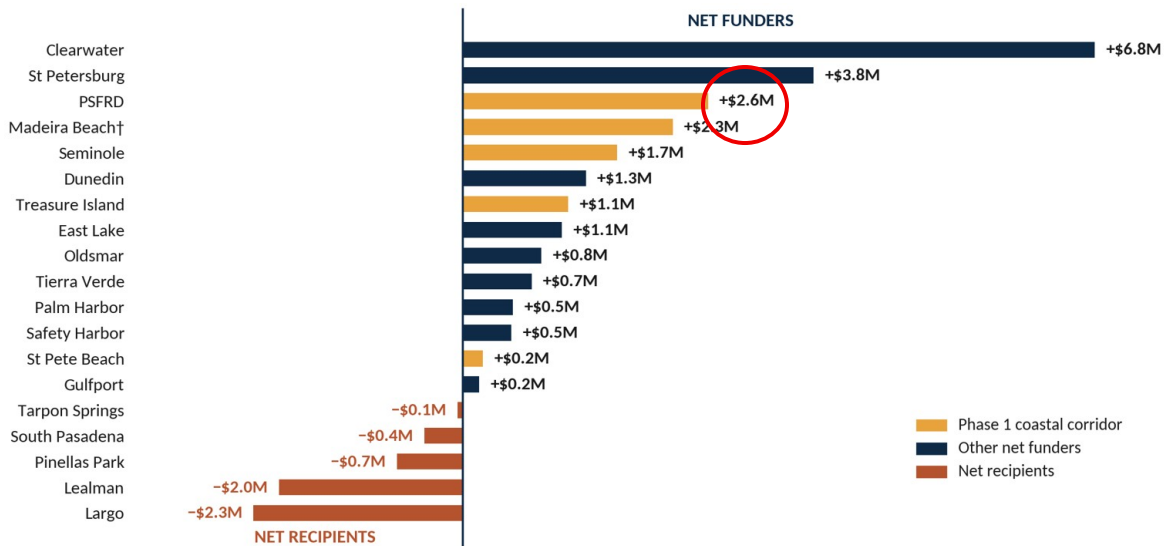
Already Budgeted — Not a New Structural Cost

- Existing unit, existing infrastructure. The ask is one ALS position (~\$400K) to staff a ~\$500K unit that is largely sitting idle.
- The District has already phased implementation and deferred an EMS vehicle purchase this year to make room for this. It's absorbed on our side, this budget cycle.
- The County's 6-year outlook and Florida tax reform are real, and worth planning for through the regional consolidation conversation — but that is a separate clock from business-as-usual. Citizens don't stop calling 911 while the system gets redesigned.

We Are a Net Funder of This System

District EMS tax contribution (annual)	~\$4.9M
EMS funding returned, FY26 (48%)	~\$2.3M
Net contribution to County system	~\$2.6M / yr
Return even with all requested enhancements funded	~89%

Even fully funded, this district remains a net contributor to the countywide EMS system — not a net recipient asking for more on top of generosity already shown.



We give like a big city, but we're a small island community. Of every district and municipality in the county, only two give more than PSFRD — Clearwater and St. Petersburg, the county's two largest cities.

The Real-World Stakes

With no dedicated Rescue in our area, a recent stroke call required us to request ALS transport. The unit assigned came from Pinellas Park — well outside our district. A closer ambulance became available before it reached the scene, but the system's default answer for our area was a unit that far away. Rescue 27 is what keeps that from being the default.

Four Cities Have Already Asked for This

- Belleair Shore — Resolution No. 01-2026 (adopted 5/19/2026)
- Belleair Beach — Resolution No. 2026-05 (adopted 5/4/2026)
- Indian Shores — Resolution No. 07-2026 (adopted 5/12/2026, unanimous)
- Indian Rocks Beach — Resolution No. 2026-11 (adopted 5/12/2026)

We are not asking to expand the system. We are asking the County to finish what it has already started.

AGENDA ITEM NO. 2
NEIGHBOR'S COMMENTS

AGENDA ITEM NO. 3.1

REPORTS OF

City Manager

AGENDA ITEM NO. 3.2

REPORTS OF

City Attorney

AGENDA ITEM NO. 3.3

REPORTS OF

City Commission

AGENDA ITEM NO. 4.1

WORK SESSION

Citizenserve Demonstration

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: July 14, 2026 **AGENDA ITEM:** 4.1

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Citizenserve Demonstration

BACKGROUND:

Citizenserve provides municipalities with a centralized platform for managing the full code enforcement process, from initial complaint intake through case resolution.

The software enables neighbors to submit complaints online, while staff can assign cases, schedule inspections, document violations, upload photos, issue notices and citations, and track compliance deadlines within a single system. Mobile access allows inspectors to update cases directly from the field, reducing paperwork and improving efficiency.

Citizenserve also maintains a complete property and enforcement history, supports reporting and performance analytics, and integrates with related community development functions such as permitting, planning, and inspections. These capabilities help cities streamline operations, improve recordkeeping and enhance transparency with neighbors.

The City will use the software for the above functions including managing the Vacation (Short-Term) Registration and Business Tax Receipt programs to ensure maximum compliance with City codes.

AGENDA ITEM NO. 4.2

WORK SESSION

Waste Connections Presentation

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: July 14, 2026 **AGENDA ITEM:** 4.2
ORIGINATED BY: Ryan Henderson, City Manager
AUTHORIZED BY: Ryan Henderson, City Manager
SUBJECT: Waste Connections Presentation

BACKGROUND:

At the June 23, 2026, City Commission Work Session meeting, the community gathered to discuss the future of curbside recycling in Indian Rocks Beach.

On December 31, 2026, the current term of our contract with Waste Connections will expire. The purpose of this work session item is to continue the conversation of curbside recycling in our community by having our current provider give a presentation and answers questions about the process of collection, sorting, and distinguishing between pickup loads that are contaminated versus non-contaminated.

The intent of the presentation is to further gather information that will go towards making a policy decision regarding curbside recycling.

AGENDA ITEM NO. 5.1

CONSENT AGENDA

**Approval of
June 9, 2026
Regular City Commission Meeting Minutes**

MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION REGULAR MEETING
Tuesday, June 9, 2026
6:00 p.m.

The City of Indian Rocks Beach City Commission held a regular meeting at 6:00 p.m. on June 9, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King
- Commissioner Kellee Watt

Commission Members Absent: None

Staff Present: City Clerk Lorin Kornijtschuk, City Manager Ryan Henderson, City Attorney Matthew Maggard, Administrative Director Robin Gomez, Planning and Zoning Consultant Hetty Harmon.

Quorum established.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

1. PRESENTATIONS

1.1 REPORT OF Pinellas County Sheriff's Office

Presented by: Pinellas County Sheriff's Office Representative

The Pinellas County Sheriff's Office (PCSO) submitted a written Crime Analysis Report for the month of May 2026.

1.2 REPORT OF Pinellas Suncoast Fire & Rescue District

Presented by: Division Chief Chris Wolfong

The Pinellas Suncoast Fire & Rescue District presented a PowerPoint report for the month of May 2026.

1.3 RECOGNITION OF Code Enforcement Officer Frank Pecoraro

Presented by: Division Chief Chris Wolfong

Summary: Frank Pecoraro was recognized for outstanding citizenship, courage, and dedication to the safety and welfare of the community. On June 2nd, upon observing a residential fire, he immediately took action to assist occupants, helped ensure safe evacuation of residents, and provided critical information to responding firefighters. Pinellas Suncoast Fire Rescue District commended him for his courage and dedication.

2. NEIGHBOR'S COMMENTS

John Thayer, 1819 Bay Blvd.: Requested monthly public updates on the parking program, including space usage, problems, and observations.

Brandon McDonald, 2205 Gulf Blvd. Unit B: Cited ongoing short-term rental impacts in his neighborhood. Stated the issue is lack of local management, complaint response, and accountability, not tourism and urged stronger enforcement.

Bob Coplen, 447 20th Ave.: Outlined concerns regarding the Homes Not Hotels lawsuit over allegedly improper short-term rental licensing. Urged formal Commission review.

Jerry Newton, 438 Harbor Dr. N: Questioned why the litigation continues, noting it achieved improved enforcement of previously unenforced rules.

Beth McMullen, 481 Harbor Dr. S: Acknowledged the City's progress on ordinance enforcement but noted lasting resident impacts from past events. Stressed the importance of a written commitment so future officials cannot deny or ignore those obligations.

3. REPORTS OF:

3.1 City Manager, Ryan Henderson

City Manager Henderson provided an update on the paid parking pilot program, reporting strong compliance, continued beach visitation, and positive business activity. Staff continue to monitor parking usage, enforcement, and revenue trends and will evaluate potential future parking management strategies citywide. The City Manager also provided a brief legislative update regarding proposed changes to Florida homestead exemptions and advised that additional information regarding potential municipal impacts will be presented at a future meeting.

3.2 City Attorney, Matthew Maggard

City Attorney Maggard provided updates on pending litigation, including the Modco of Kentucky case, Homes Not Hotels litigation, and other active matters. He reported on upcoming hearings, appeals, and recent case activity. The City Attorney requested a shade meeting to discuss litigation matters in greater detail.

3.3 City Commission

Commissioner Watt reported that the Army Corps of Engineers and Pinellas County reached an agreement allowing temporary rather than permanent easements for beach renourishment. She reported attending a Florida League of Cities webinar on hurricane preparedness and suggested FTEM (Florida's Training for Emergency Management) training for non-emergency personnel be considered for next year.

Commissioner Bigelow inquired about parking revenue in the budget; Administrative Director Gomez indicated it will appear in the next quarterly update and be discussed during budget planning.

Commissioner King raised two questions on beach renourishment: whether perpetual easements signed last year will be rescinded, and whether the County should request a refund from the Army Corps given the 2018 customary use designation of IRB's beach. She reported the Hurricane Task Force finalized lessons learned from the last two hurricanes, and developed recommendations.

Vice Mayor-Commissioner Wilson thanked Commissioner King for chairing the Hurricane Task Force. She reported on the May 21 Mix and Mingle at Hurricane Eddie's, including donations to the Beach Art Center. She will attend the Suncoast League of Cities meeting Friday in Oldsmar for legislative updates and noted the League's advocacy efforts before the special session.

Mayor-Commissioner Vaughan reported that the Pinellas County Mayor's conference identified listening to the community as the top priority. He attended the Beach Renourishment Meeting.

4. WORK SESSION ITEMS

4.1 Budget Kickoff Presentation — Finance Budget Review Committee Direction

Presented by: Administrative Director Robin Gomez

Administrative Director Gomez presented an overview of the Fiscal Year 2026-2027 budget process, including General Fund revenue and expenditure trends, property tax impacts, reserve fund considerations, and the potential effects of proposed state legislation. Discussion included parking revenue accounting, reserve policies, and future budget priorities. The Finance Budget Review Committee will continue its review process and provide recommendations during upcoming budget workshops.

5. CONSENT AGENDA

The following items were presented on the Consent Agenda:

5.1 APPROVAL OF May 12, 2026, Regular City Commission Meeting Minutes

Motion: Approve the consent agenda

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

6. PUBLIC HEARINGS

6.1 Golf Carts, Low-speed Vehicles, and Micromobility Devices Ordinance - Second Reading of Ordinance No.: 2026-03

Presented by: City Attorney Matthew Maggard

Ordinance Title: "AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING SECTION 62-40 OF THE CODE OF ORDINANCES RELATING TO GOLF CARTS, LOW-SPEED VEHICLES, AND MICROMOBILITY DEVICES; PROVIDING FOR COMPLIANCE WITH FLORIDA STATUTES SECTION 316.212; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER, CODIFICATION EFFECTIVE DATE."

City Attorney Maggard read the Ordinance by title only.

Public Hearing: Mayor Commissioner Vaughan opened the public hearing. No speakers came forward. Mayor Commissioner Vaughan closed the public hearing.

Motion: Approve item 6.1; Ordinance No. 2026-03

Moved by: Commissioner Watt

Seconded by: Vice Mayor Commissioner Wilson

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor Commissioner Vaughan
- Nays: None

Motion passed (5-0)

6.2 Variance Request - Board of Adjustment and Appeals Case No. 2026-02 - 2709 Bay Boulevard

Presented by: Planning and Zoning Consultant Hetty Harmon

City Attorney Maggard introduced the case and swore in individuals who would be testifying.

Planning and Zoning Consultant Hetty Harmon presented an overview of BOA Case 2026-02.

Summary: Variance request from Sec. 110-131(1)(g) of the Code of Ordinances for 1'10" above the required 35-foot maximum building height, resulting in a building height of 36'10" for a new residential dwelling located at 2709 Bay Blvd., Indian Rocks Beach, Florida, and legally described as Lot 12, Twelfth Addition to Re-Revised Map of Indian Beach, recorded in Plat Book 31, Page 25, of the Public Records of Pinellas County. Property ID #06-30-15-42246-000-0340. The Board of Adjustment and Appeals approved the request 4-2-1. Staff noted no correspondence was received. The applicant desires increased garage height (12 feet vs. 10 feet required for flood elevation) and increased third-floor height. The design flood elevation is 10 feet; the crown of the road is 3.94 feet. Both proposed designs exceed flood requirements.

Public Hearing: Mayor-Commissioner Vaughan opened the public hearing.

Public Speakers:

John Goodgame, 2709 Bay Blvd.: Explained that he and his wife purchased the house in 2022, experienced Hurricane Helene, and decided to rebuild at a higher elevation.

Patti Katz, 124 13th Ave.: Recalled difficulty obtaining her own variance and recommended approval of this request to help attract families and residents.

John Thayer, 1819 Bay Blvd.: Questioned the legality of granting a variance without a demonstrated hardship.

Alicia Harris, 205 10th Ave.: Questioned the approval if applicant were not a short-term rental.

Mayor Commissioner Vaughan closed the public hearing.

Discussion: Mayor-Commissioner Vaughan disclosed that the applicant is his neighbor but stated he had no financial interest. Commissioners questioned the flood code requirements (10 feet), whether the 12-foot garage height was required or desired (confirmed to be desired), measurement methodology issues (crown of the road vs. base flood elevation), and the distinction between hardship and preference. Commissioner King noted the garage ceiling height exceeds FEMA requirements, making the hardship argument moot. Commissioner Watt questioned whether the flood mitigation justification was valid given that the design already exceeds requirements. The Commission also discussed whether the outdated measurement method should factor in the decision. City Attorney Maggard clarified that Section 13.3 requires four or more affirmative votes to approve any variance involving a building-height increase.

Motion: Deny the request for a variance for BOA Case No. 2026-02

Moved by: Commissioner Watt

Seconded by: Commissioner King

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner King
- Nays: Commissioner Bigelow, Vice Mayor Wilson, Mayor Commissioner Vaughan

Motion Failed: (3-2)

VARIANCE DENIED. Although the motion to deny failed, City Attorney Maggard clarified that Section 13.3 requires four or more affirmative votes to approve any variance involving a building-height increase. With only three Commissioners opposing denial, no approval motion could achieve the required supermajority; therefore, the variance was denied by operation of Section 13.3. f

7. ACTION ITEMS

7.1 Appointments to the Planning and Zoning Board

Presented by: City Clerk Lorin Kornijtschuk

Summary: The Planning and Zoning Board had three regular member vacancies: (1) resulting from an unfilled seat at the May 12 meeting; (2) resulting from Mr. Sylvester's resignation, with a term set to expire on May 31, 2027; (3) resulting from the expiration of Mr. Albert Valery's term on May 31, 2026, requiring either reappointment or replacement. The Board consists of

seven regular members and two alternate members. Staff recommended elevating alternate members to regular member positions in accordance with the Code of Ordinances.

Motion: Appoint Alternate Member #1, Mr. Michael Mirmanesh to a regular seat on the Planning and Zoning Board, for two-year term expiring May 31, 2028.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor Commissioner Vaughan
- Nays: None

Motion Passed (5-0)

Motion: Accept Mr. Sylvester's resignation and declare his seat vacant.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor Commissioner Vaughan
- Nays: None

Motion Passed (5-0)

Motion: Appoint Alternate Member #2, Mr. Tim Dunfey, to Mr. Sylvester's seat for the remainder of the term, expiring May 31, 2027.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Bigelow

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor-Commissioner Vaughan
- Nays: None

Motion Passed (5-0)

Motion: Decline to reappoint Mr. Valery.

Moved by: Commissioner Watt

Seconded by: Commissioner King

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner King, Mayor Commissioner Vaughan
- Nays: Commissioner Bigelow, Vice Mayor Wilson

Motion Passed (3-2)

Motion: Appoint Chris Everett as a regular member to serve on the Planning and Zoning Board with a term expiring May 31, 2027.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner King

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner King, Vice Mayor Commissioner Wilson, Mayor Commissioner Vaughan
- Nays: Commissioner Bigelow

Motion Passed (4-1)

Motion: Appoint Tom Guinand as Alternate #1 to serve on the Planning and Zoning Board with a term expiring May 31, 2028.

Moved by: Commissioner Watt

Seconded by: Commissioner Bigelow

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Mayor Commissioner Vaughan
- Nays: Commissioner King, Vice Mayor Commissioner Wilson

Motion Passed (3-2)

Motion: Appoint Max Rieumont as Alternate Member #2 of the Planning and Zoning Board, with a term expiring May 31, 2028.

Moved by: Commissioner Watt

Seconded by: Commissioner Bigelow

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor Commissioner Vaughan
- Nays: None

Motion Passed (5-0)

7.2 Appoint Alternate Member #2 to the Board of Adjustment and Appeals

Presented by: City Clerk Lorin Kornijtschuk

Summary: At the May 12, 2026 meeting, Janet Hunt was appointed as Alternate Member #2 to the Board of Adjustment and Appeals for a three-year term. On May 19, 2026, Ms. Hunt declined the appointment by email, and the position must be filled.

Motion: Appoint Laura West as Alternate Member #2 to the Board of Adjustment and Appeals, with a term expiring June 30, 2029.

Moved by: Commissioner Watt

Seconded by: Commissioner Bigelow

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Mayor Commissioner Vaughan
- Nays: Commissioner King, Vice Mayor Wilson

Motion Passed (3-2)

7.3 Appoint a member of the City Commission as the City's voting delegate for the Florida League of Cities

Motion: Appoint Vice Mayor Janet Wilson as a voting delegate for the Florida League of Cities

Moved by: Commissioner Watt

Seconded by: Commissioner Bigelow

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor Commissioner Vaughan
- Nays: None

Motion Passed (5-0)

8. NEIGHBOR'S FEEDBACK

Patti Katz, 124 13th Ave.: said she had been bullied by short-term rental owners during the election and was considering putting her 'Homes Not Hotels' sign back up. She invited short-term rental owners to work together on future efforts.

Tim Dunfey, 2700 Gulf Blvd.: Thanked the Commission for its confidence and vote in his favor and said he looks forward to working with the Commission.

9. FUTURE AGENDA ITEMS

Discussion: The City Manager requested a special meeting during the week of June 22 to discuss the recycling program, as the current contract ends December 31, 2026. The Commission agreed to meet on June 23 at 6:00 p.m. The City Manager also noted that staff are working on updates to the land development regulations and is receiving proposals. Commissioner King requested a tour of the Pinellas County solid waste facility for Commission and staff. Mayor Commissioner Vaughan mentioned the need for a future workshop on unlicensed golf carts and potential illegal short-term rental transportation businesses, to be scheduled after the budget process.

10. NOTED ITEMS : None

ADJOURNMENT

Motion made by Vice Mayor Commissioner Wilson, which was seconded by Commissioner King, to adjourn at 8:36 p.m.

ATTESTATION

These minutes constitute a true and accurate summary of the proceedings of the City Commission Regular Meeting held on Tuesday, June 9, 2026.

Date Approved

Mayor Commissioner Lan Vaughan

ATTEST: Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 5.2

CONSENT AGENDA

**Approval of
June 15, 2026
Executive Session Minutes**

MINUTES
CITY OF INDIAN ROCKS BEACH
Executive Client Session
Monday, June 15, 2026
11:00 a.m.

The City of Indian Rocks Beach City Commission held an Executive Client Session at 11:00 a.m. on June 15, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 11:01 a.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King
- Commissioner Kellee Watt

Commission Members Absent: None

Staff Present: City Clerk Lorin Kornijtschuk, City Manager Ryan Henderson, and City Attorney Matthew Maggard.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

CLOSED LITIGATION SHADE MEETING – EXECUTIVE SESSION

Ethics Disclosure / Conflict of Interest Review

Prior to closing the meeting, City Attorney Matthew Maggard addressed the Commission regarding potential conflicts of interest related to the pending settlement agreement with Homes Not Hotels, Inc., specifically concerning any financial contributions made by commissioners or their immediate family members to that organization.

The following disclosures were made on the record:

- Mayor Commissioner Vaughan stated that he had donated to Homes Not Hotels, Inc. at its inception because he believed in the cause but had never intended to receive those funds back and has no expectation of reimbursement.
- Vice Mayor/Commissioner Wilson stated she had never contributed to Homes Not Hotels, Inc. and the matter was not applicable to her.
- Commissioner King stated she had never contributed to Homes Not Hotels, Inc.
- Commissioner Watt stated her husband had contributed, but they have no intention of seeking reimbursement. She also clarified that this contribution was made before she was elected.
- Commissioner Bigelow stated that, he served as Commissioner before Homes Not Hotels, Inc. was formed and did not participate in any monetary transactions with the organization.

City Attorney Maggard confirmed that reimbursement of contributions would be the basis for a conflict of interest, and that the disclosures provided established no disqualifying conflicts. No commissioner recused themselves.

Announcement of Parties Attending Closed Session

City Attorney Maggard announced that the following individuals would attend the closed executive session:

Mayor Commissioner Lan Vaughan
Vice Mayor Commissioner Janet Wilson
Commissioner John Bigelow
Commissioner Kellee Watt
Commissioner Hilary King
City Attorney Matthew Maggard
Litigation Counsel Walter Porr, Jr.
City Manager Ryan Henderson
Certified Court Reporter (arranged by City Attorney's office)

The closed executive session was convened pursuant to Section 286.011(8), Florida Statutes, concerning pending litigation:

1. Homes Not Hotels, Inc. v. City of Indian Rocks Beach, Sixth Cir. Fla. Case No. 25-000596-CI
2. Homes Not Hotels, Inc. v. City of Indian Rocks Beach, Sixth Cir. Fla. Case No. 25-000615-CI

The public meeting was closed at 11:06 A.M.

5. RE-OPEN PUBLIC MEETING

Mayor Commissioner Vaughan reconvened the public portion of the meeting at 1:08 P.M. and announced that the Commission had conducted and concluded the noticed and announced executive session.

Report on Executive Session / Settlement Counteroffer

City Attorney Maggard reported to the public that the Commission had been presented with a potential settlement agreement from Homes Not Hotels, Inc. in Case No. 25-000615-CI. City Attorney Maggard had prepared a redlined draft of the proposed settlement agreement with proposed edits, which the Commission reviewed. Discussion included a proposal to remove Section 6 (“Continuing Jurisdiction”) from the settlement agreement and to accept all other redline changes proposed by the City Attorney.

Motion: Direct City Attorney Matthew Maggard to use the changes discussed during the shade meeting and proceed with presenting a counteroffer to the settlement, specifically: accepting all redline changes proposed by the City Attorney with the exception of removing Paragraph 6.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner King

Roll Call Vote:

- Ayes: Commissioner Watt, Commissioner Bigelow, Commissioner King, Vice Mayor Wilson, Mayor-Commissioner Vaughan
- Nays: None

Motion Passed (5-0)

ADJOURNMENT

Motion made by Vice Mayor Commissioner Wilson, which was seconded by Commissioner Watt, to adjourn at 1:11 p.m.

ATTESTATION

These minutes constitute a true and accurate summary of the proceedings of the City Commission Regular Meeting held on Monday, June 15, 2026.

Date Approved

Mayor-Commissioner Lan Vaughan

ATTEST: Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 5.3

CONSENT AGENDA

**Approval of
June 23, 2026
Work Session Minutes**

MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION WORK SESSION
Tuesday, June 23, 2026
6:00 p.m.

The City of Indian Rocks Beach City Commission held a work session at 6:00 p.m. on June 23, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King
- Commissioner Kellee Watt

Commission Members Absent: None

Staff Present: City Clerk Lorin Kornijtschuk, City Manager Ryan Henderson, Public Works Director Dean Scharmen, and Public Information Officer, Mishelle Hargett.

Quorum established.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

3. DISCUSSION: City of Indian Rocks Beach Recycling Program

Staff Presentation

Presenters: Ryan Henderson, City Manager; Dean Scharmen, Public Works Director

City Manager Henderson opened the discussion, noting this is the beginning of a series of discussions on recycling, with the current Waste Connections contract expiring December 31, 2026. He acknowledged county representatives present.

Public Works Director Dean Scharmen provided an overview of the City's recycling program, including program history, acceptable and non-acceptable materials, contamination rates, current costs, tonnage data, and options for future delivery service. Options discussed included discontinuing curbside recycling, implementing a hybrid drop-off program, or soliciting proposals through an RFP or piggyback agreement. Staff also reviewed contamination concerns and educational opportunities.

Commission Discussion

Commissioners discussed contamination rates, participation levels, impacts of short-term rentals, education and enforcement measures, potential contractor requirements, and alternative service models. Several Commissioners expressed interest in evaluating hybrid collection options, enhanced education efforts, and soliciting competitive proposals before making final determination.

Public Comment

Diane Daniel, 309 10th Avenue, expressed support for continuing curbside recycling with improved education, enforcement, website accessibility, and contractor accountability.

Kelly Cisarik, 448 Harbor Drive South, supported a hybrid recycling model focused on high-value recyclable materials such as cardboard and aluminum.

John Phanstiehl, 448 Harbor Drive South: questioned whether eliminating curbside recycling would produce the projected cost savings. He also requested independent verification of recycling effectiveness and contractor-reported recycling rates.

Beth McMullen, 481 Harbor Drive South: encouraged the City to explore improvements to the recycling program before considering elimination. She recommended enhanced education and contamination enforcement efforts, including outreach to short-term rental operators and guests.

Maureen Ballock, 436 Harbor Drive North: noted that a majority of residents are complying with recycling requirements. She expressed support for additional education and compliance efforts to further reduce contamination.

Sean Rowland, 1206 Gulf Boulevard: supported continuing curbside recycling, stating that convenience increases participation and aligns with the City's environmental values as a beach community.

Laura Rowland, 1206 Gulf Boulevard: emphasized the importance of convenient curbside recycling for working families and encouraged the City to continue providing the service.

Dave Watt, 431 Harbor Drive South: suggested simplifying the list of accepted recyclable materials to reduce contamination while maintaining some level of curbside service. He also raised questions regarding the contract timeline and the level of participation by short-term rental properties.

Alex Dorman, 126 11th Avenue: encouraged greater contractor involvement in public education, container labeling, and contamination reduction efforts. She also suggested exploring alternative recycling methods and a citywide composting program to reduce waste and offset program costs.

Guest Presentations

Paul Sacco, Director of Solid Waste for Pinellas County, provided an overview of the county's waste-to-energy and recycling operations, discussed contamination benchmarks, landfill capacity, and the potential impacts of reducing recycling services. He offered county assistance with contract review, education, and program development.

Emily Lemay, Pinellas County Recycling Outreach Program Manager, discussed the importance of convenience and accessibility in recycling programs and offered guidance regarding contract provisions, contamination management, and public education efforts.

4. ADJOURNMENT

Motion made by Vice Mayor Commissioner Wilson, which was seconded by Commissioner Watt, to adjourn at 7:32 p.m.

ATTESTATION

These minutes constitute a true and accurate summary of the proceedings of the City Commission Work Session held on Tuesday, June 23, 2026.

Date Approved

Mayor Commissioner Lan Vaughan

ATTEST: Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 5.5

CONSENT AGENDA

AUTHORIZING THE

City Manager to sign a one-year agreement to renew group health coverage with the Public Risk Management (PRM)

Group Health Trust for Fiscal Year 2026-2027

INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

MEETING OF: July 14, 2026 **AGENDA ITEM:** 5.5

ORIGINATED BY: Elizabeth Atkinson, Human Resources Specialist
Robin Gomez, Administrative Director

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: FY 2027 Renewal of Group Health Insurance coverage with Public Risk Management. Authorize City Manager to sign and approve one-year agreement renewing employee Group Health coverage.

BACKGROUND:

The fully funded, Public Risk Management (PRM) Group Health Trust operates on the premise of spreading risk with cost saving advantages of group purchasing which provides more stability during annual renewals. The Pool is governed by representatives of each participating entity (towns, cities, counties, etc). Members play an active role in the decision-making process that enables the entity to be more responsive to their employees' healthcare needs. The City of Indian Rocks Beach has been a member of the Group Health Trust since 2009, and has benefited significantly from its loss control, insurance, and employee benefits programs. The FY 2027 health insurance coverage is up for renewal.

ANALYSIS:

The FY 2027 IRB renewal quote for the PRM Group Health Trust insurance coverage is available and reflects a 5.5% increase in cost over the current FY 2026 premiums. The PRM Group Health Trust is a pool of 65 Florida public entities that joined together under Florida statutory authority to offer medical insurance on a self-insured basis. The PRM Group Health Trust uses a 2-step process to develop renewals each year.

First, PRM's actuary determines a "Pool Average" increase. That's the premium increase, on average, that the entire Pool of 65 participating employers needs to meet the projected claims and expenses for the upcoming plan year (starting 10/01/2026) for the entire pool. This year, the Pool Average was 5.5%.

Second, the PRM Group Health Trust adjusts the Pool Average in increments of 1%, to a maximum of 6% above or below the Pool Average when assigning renewal increases to employers. That adjustment is directly related to each employer's actual claims

experience. For FY 27, IRB's 5.5% renewal coincidentally equaled the Pool Average because our unique claims experience was on average with the entire Pool and didn't warrant a deviation. IRB has seen both ends of the deviation spectrum, when in FY 2022-23 we received a 2% decrease in our rates because of our better-than-average claims experience, where the Pool Average was 4%.

Total City Costs:

FY 2026	\$491,365
FY 2027	\$553,783 (includes 2 additional employees, \$516,937 w/same FTE)

MOTION:

Authorize the City Manager to sign a one-year agreement to renew Group Health Insurance coverage with the PRM Group Health Trust for FY 2026-27.

AGENDA ITEM NO. 6.1

PUBLIC HEARING

Board of Adjustment Case No. 2026-03

960 Gulf Boulevard # 5

BACKGROUND:

The applicant is proposing a new elevated home on this location to have a FEMA compliant structure. The existing structure is non-conforming due to the lot size and existing setbacks. Per Section 110-103 of the Land Development Code the owner could elevate the home in the same square footprint.

The existing house is 480 square feet and proposed is approximately 991 square feet. The new structure would increase the existing footprint by encroaching further into the setbacks. The increased square footage would accommodate a larger living space.

Sec. 2-152. - Variances.

(a) *Generally; criteria for granting variances from the terms of subpart B.*

(1) The board of adjustments and appeals shall make recommendations on and the city commission shall decide variance applications will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of subpart B will result in unnecessary and undue hardship. In order to recommend or decide any variance from the terms of subpart B, the board or the city commission shall consider each of the following.

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

The existing structure is at grade and does not meet FEMA requirements.

b. The special conditions and circumstances do not result from the actions of the applicant.

The applicant did not create any special conditions or circumstances.

c. Granting the variance will not confer on the applicant any special privilege that is denied by subpart B to other lands, structures or buildings in the same zoning district.

Granting the variance would confer special privileges to the applicant.

d. Literal interpretation of the provisions of subpart B would deprive other properties in the same zoning district under the terms of subpart B and would work unnecessary and undue hardship upon the applicant.

The approval of this variance request would not deprive other owners of use and enjoyment of their properties.

e. The variance granted is the minimum variance that will make possible the reasonable use of the land, structure or building; and

This is the minimum variance to allow the owner to build an elevated home as close to the required minimum unit size of 1000 square feet.

f. The granting of the variance will be in harmony with the general intent and purpose of subpart B, and such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare.

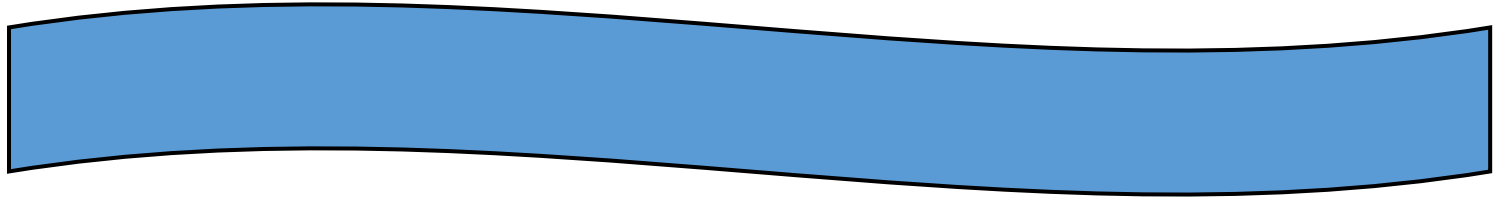
Granting the variance will not be in harmony with the general intent and purpose of subpart B.

NOTICE: A public notice was mailed by first class mail to property owners within 150 feet in any direction of the subject property and posted on subject property on May 4, 2025 (Sec. 2-149 of the Code of Ordinances.)

LEGAL NOTICE: A legal notice was published in the June 24, 2026 -Edition, of the St. Pete Times Section of the Tampa Bay Times. For a public hearing that has been scheduled for July 14, 2026, for BOA Case No. 2026-02

CORRESPONDENCE: 27 objections were received.

MOTION: I move to recommend that the City Commission **APPROVE/DENY BOA CASE NO. 2026-03 –960 Gulf Blvd. #5** Variance request from Sec.110-131(5)(f) of the Code of Ordinances, of 29.5 feet into the required 35 ft front yard setback resulting in a total front yard setback of 5.5 feet and 2.5 feet into the required 7.5 foot side yard setback resulting in a total side yard setback of 5.0 feet on the southside and 5.0 feet into the required 10.0 foot rear yard setback resulting in a total rear yard setback of 5.0 feet for property located at 960 Gulf Blvd #5 Indian Rocks Beach, Florida, and legally described a parcel of land lying and being in that portion of the South 75 feet of the North 750 feet of Government Lot 1, Section 12, Township 30 South, Range 14 East, that lies between Gulf Boulevard, and the Gulf of Mexico according to map or plat thereof as recorded in Book 23234 Page 2235, public records of Pinellas County, Florida.



960 Gulf Blvd #5
BOA CASE NO. 2026-03



BOA CASE NO. 2026-03 –960 Gulf Blvd. #5

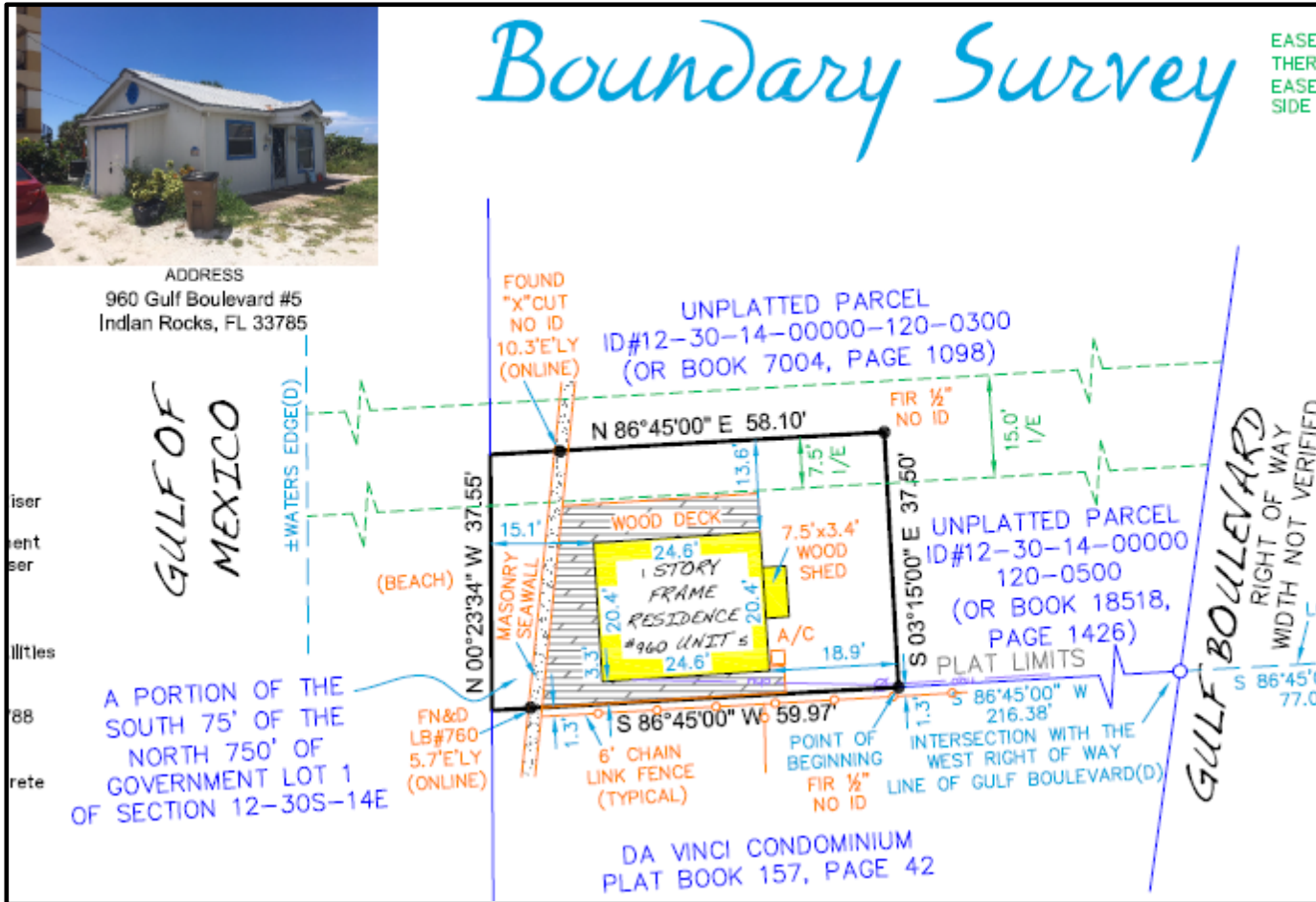
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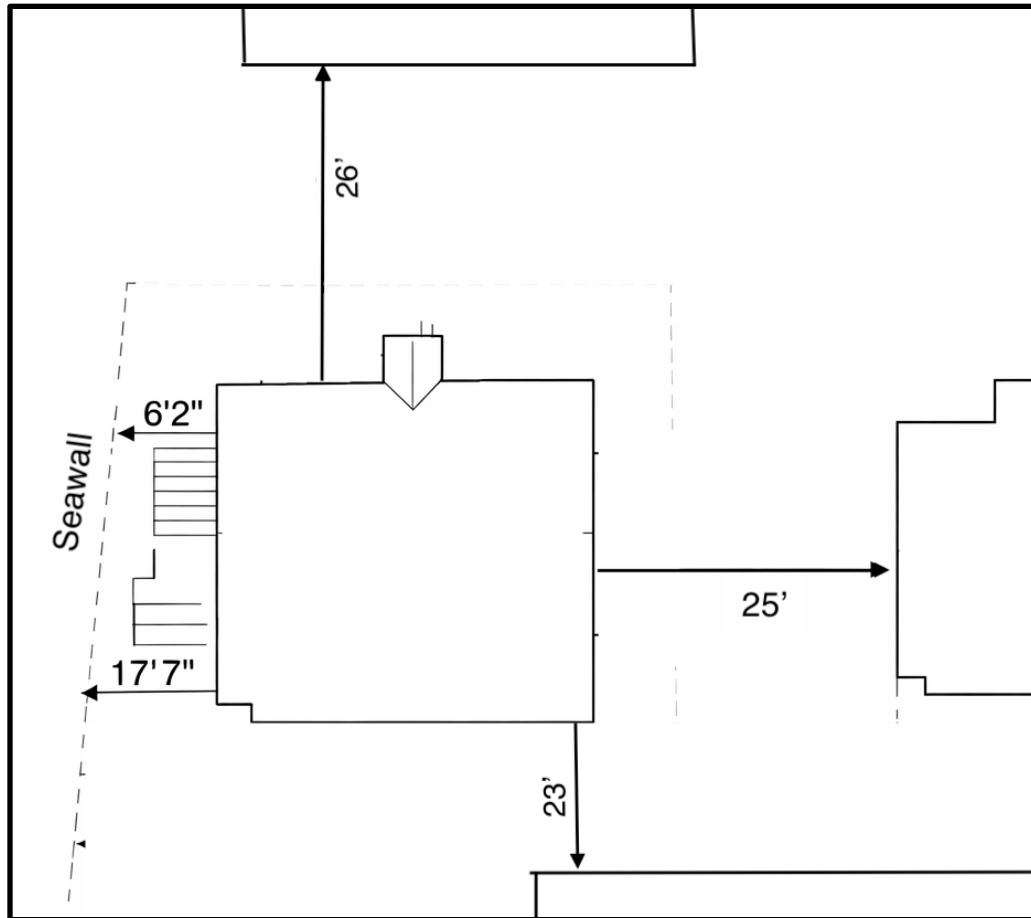
960 Gulf Blvd #5



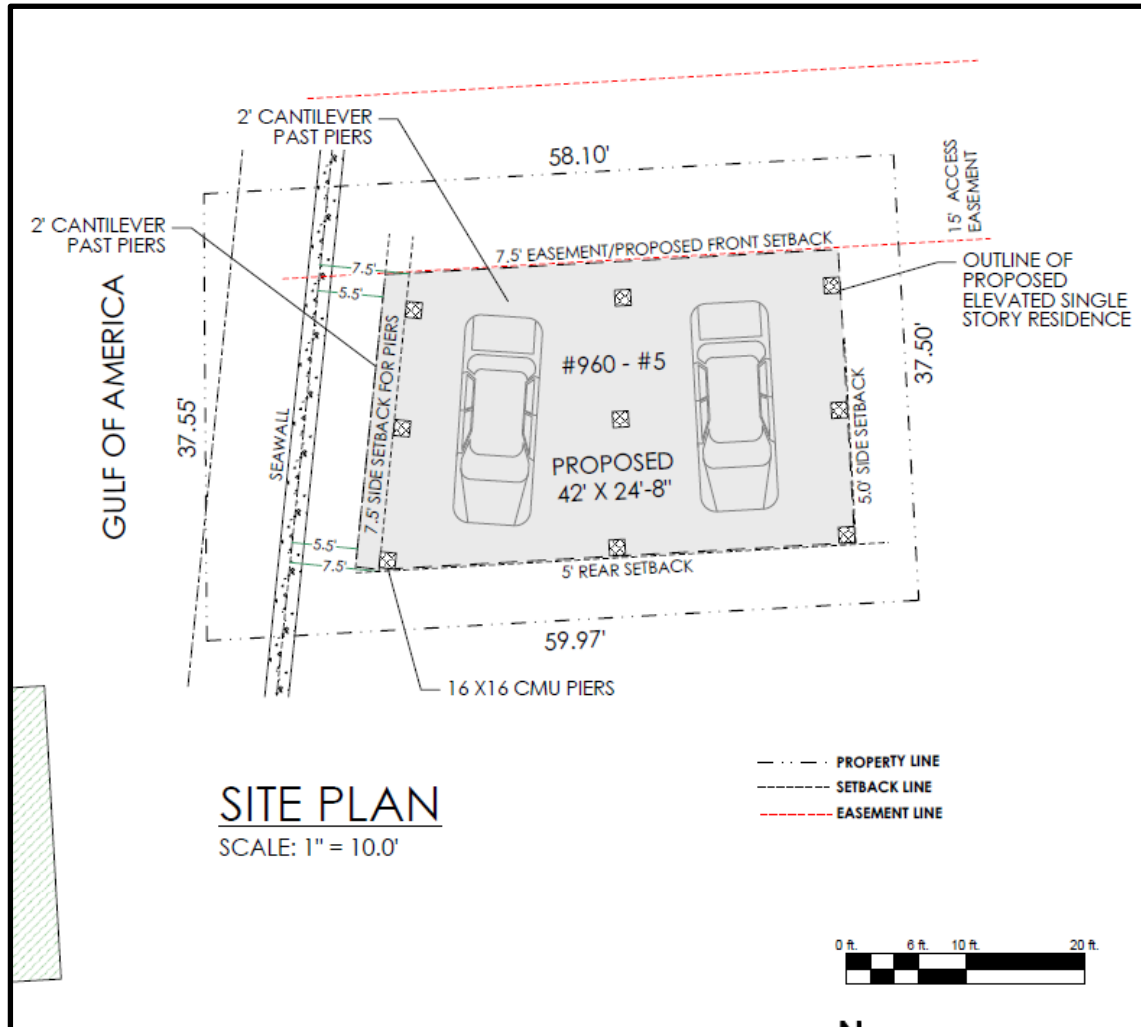
Survey



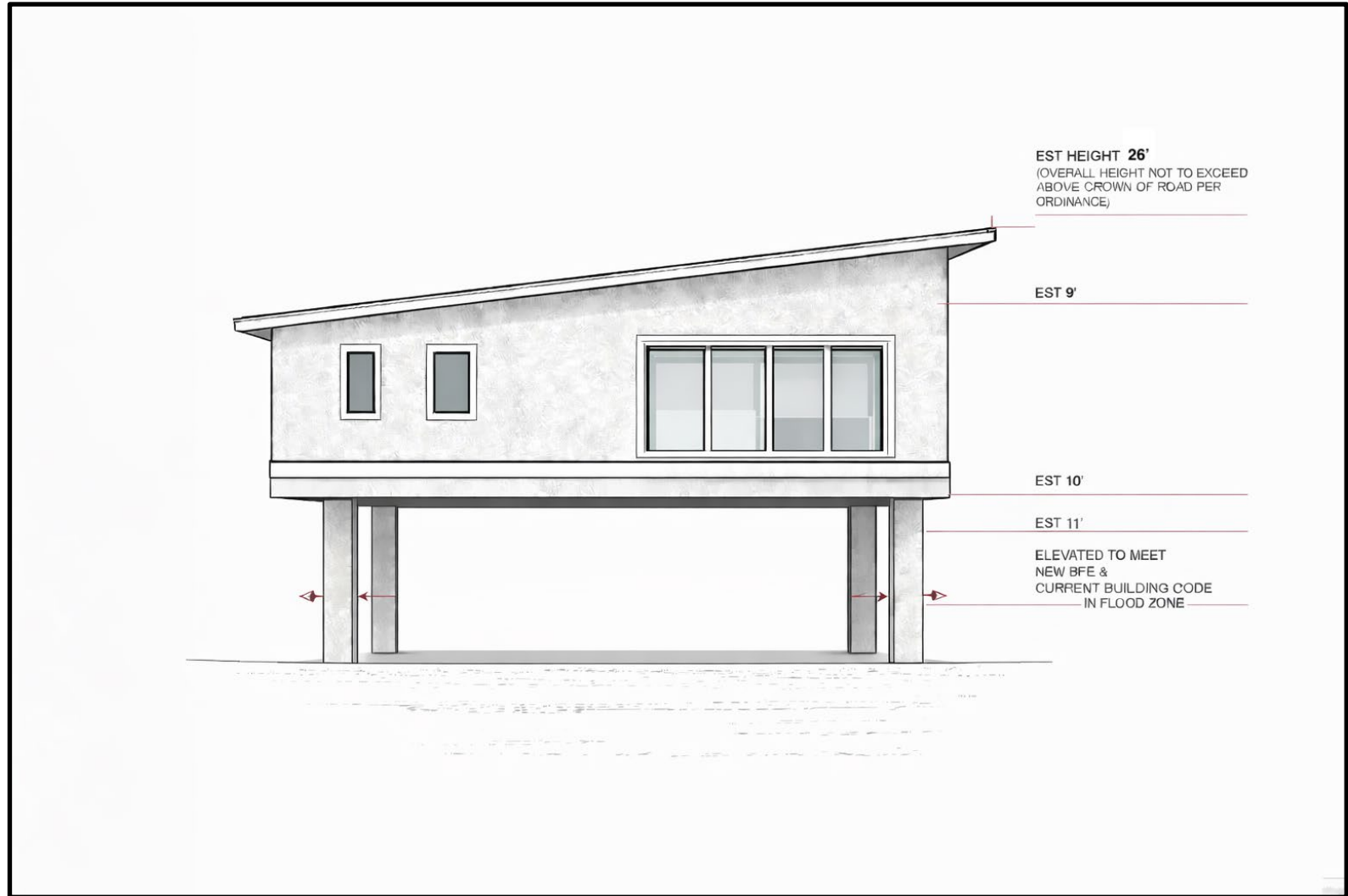
Existing Site Plan- showing distance to structures



Proposed Site Plan



Proposed Elevation



Looking West



Looking East



Looking East



Looking South



From Gulf Blvd



APPLICATION FOR VARIANCE

CITY OF INDIAN ROCKS BEACH PLANNING AND ZONING

Enquiries City Hall: 727.595.2517 or Hetty Harmon: 863.646.4771 x211 Email: hharmon@irbcity.com
Address: 1507 Bay Palm Boulevard, Indian Rocks Beach, FL 33785

For Office Use Only

Application No.

Date Received

APPLICANT

Name:

Guisseppi Morabito

Address:

2021 Beach Dr SE

City:

St Petersburg

Zip Code:

33705

Tel:

440-212-3926

Fax:

Mobile:

Email:

guisseppi19@yahoo.com

AGENT/REPRESENTATIVE

Name:

Company:

Address:

City:

Zip Code:

Tel:

Fax:

Mobile:

Email:

SITE DETAILS

Address:

960 Gulf Blvd, #5

Parcel ID:

City:

Indian Rocks Beach

Zip Code:

33785

Legal
Description:

Zoning:

Future Land Use:

Size:

SITE DETAILS CONTINUED...

Does applicant own any property contiguous to the subject property? Yes No

If yes, provide address and legal description:

Have previous applications been filed for this property? Yes No

If yes, describe:

Has a certificate of occupancy or completion been refused? Yes No

If yes, describe:

Does any other person have ownership or interest in the property? Yes No

If yes, is ownership or interest contingent or absolute:

Is there an existing contract for sale on the property? Yes No

If yes, list all parties on the contract:

Is contract conditional or absolute? Conditional Absolute

Are there options to purchase? Yes No

VARIANCE REQUEST

<u>Regulation</u>	<u>Required</u>	<u>Proposed</u>	<u>Total Requested</u>
Gulf-front setback (feet):	<input type="text"/>	<input type="text"/>	See site plan
Bay-front setback (feet):	<input type="text"/>	<input type="text"/>	See site plan
Alley setback (feet):	<input type="text"/>	<input type="text"/>	See site plan

VARIANCE REQUEST CONTINUED...

Regulation	Required	Proposed	Total Requested
Rear-no alley setback (feet):	<input type="text"/>	<input type="text"/>	See survey
Rear-north/south street (feet):	<input type="text"/>	<input type="text"/>	See survey
Street-front setback (feet):	<input type="text"/>	<input type="text"/>	See survey
Side-one/both setback (feet):	<input type="text"/>	<input type="text"/>	See survey
Minimum green space (%):	<input type="text"/>	<input type="text"/>	See survey
Habitable stories (#):	<input type="text"/>	<input type="text"/>	1
Minimum lot size (sq. ft.):	<input type="text"/>	<input type="text"/>	See survey
Building height (feet):	<input type="text"/>	<input type="text"/>	26
Off-street parking (spaces):	<input type="text"/>	<input type="text"/>	0
ISR (%):	<input type="text"/>	<input type="text"/>	<input type="text"/>
FAR (%):	<input type="text"/>	<input type="text"/>	<input type="text"/>
Dock length (feet):	<input type="text"/>	<input type="text"/>	N/A
Dock width (feet):	<input type="text"/>	<input type="text"/>	N/A
Signage (#):	<input type="text"/>	<input type="text"/>	N/A
Accessory structure (sq. ft.):	<input type="text"/>	<input type="text"/>	N/A
Accessory structure height (feet):	<input type="text"/>	<input type="text"/>	N/A
Lot size (sq. ft.):	<input type="text"/>	<input type="text"/>	See survey

Other:

What is the proposed use of the property?

HARDSHIP

A variance is granted on the basis of evidence being presented that justifies an undue and unnecessary hardship upon the applicant; a hardship that prevents reasonable use of the property. The following criteria, set forth in Code Section 2-152, Variances, will be used to evaluate the request for variance in order to determine if a hardship is present and if the variance will impact the overall public welfare.

Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district:

The subject property is a legally platted but substandard lot measuring approximately 37.5 feet in width and 58.6 feet in depth. A recorded 7.5-foot ingress/egress easement along the north property line further reduces the buildable width. These combined conditions significantly limit the developable area and are unique to this property, as most other lots in the zoning district are wider and not similarly encumbered by easements. Additionally, the property is located in a coastal high-hazard area subject to FEMA flood regulations and hurricane risk, which necessitates elevated construction and further constrains the usable building envelope.

Special conditions and circumstances do not result from the actions of the applicant:

The hardship is not self-created and results from the original platting of the lot, the existence of the recorded easement, and federally mandated FEMA flood elevation requirements applicable to coastal properties. These conditions existed prior to the applicant's involvement with the property.

Granting this variance will not confer on the applicant any special privilege that is denied by the chapter to other lands, structures or buildings in the same zoning district:

I'm consulting with a licensed architect to ensure the design meets all safety and building requirements if this variance is granted. The requested variance will not confer any special privilege but will instead allow reasonable use of a legally existing lot under current FEMA and coastal construction requirements. The proposed single-family residence is consistent with other similarly developed properties in the area, including nearby properties at 960 Gulf Boulevard #1 and #6, which are elevated to meet floodplain and hurricane resilience standards.

The literal interpretation of the provisions of Subpart B, Code Sections 78 through 110, would deprive other properties in the same zoning district under the terms of Subpart B and would work unnecessary and undue hardship upon the applicant:

Strict application of the required 15-foot total side setback would reduce the buildable width to approximately 22.5 feet due to the easement constraint. This would make it impractical to construct a reasonably functional single-family residence, including the ability to provide compliant off-street parking and safe access beneath a FEMA-compliant elevated structure. As a result, the property would be deprived of reasonable residential use.

HARDSHIP CONTINUED...

The variance granted is the minimum that will make possible the reasonable use of the land, structure or building:

The requested relief to allow a 5-foot side setback on the south side (resulting in a total side setback of 12.5 feet) represents the minimum variance necessary to accommodate a functional building footprint while respecting the existing easement. This relief is also necessary to allow for compliant elevated construction and safe vehicular access in accordance with FEMA guidelines and hurricane-resilient building practices.

The granting of the variance will be in harmony with the general intent and purpose of Subpart B and such variance will not be injurious to the area involved or be otherwise detrimental to the public welfare:

I believe my request is reasonable, aligns with the neighborhood, and does not negatively impact the community. The proposed development is consistent with the character of the surrounding area, which includes elevated single-family residences designed to withstand coastal flooding and hurricane events. The structure complies with all other applicable zoning requirements, including height, front and rear setbacks, and use regulations. By facilitating FEMA-compliant construction, the project enhances safety.

I (we) believe the Board of Adjustment and Appeals and the City Commission should grant this application because:

The request represents the minimum relief necessary to allow reasonable, safe, and code-compliant residential use of a legally existing but constrained coastal lot. The proposal respects existing easements, meets FEMA flood elevation requirements, incorporates hurricane-resilient design, provides compliant parking, and remains consistent with surrounding development. Approval of this variance will enable appropriate use of the property.

CERTIFICATION

Date: 4/7/2026

I hereby certify that I have read and understand the contents of this application, and that this application together with supplemental data and information, is a true representation of the facts related to the request; that this application is filed with my approval, as owner, evidenced by my signature appearing below.

It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request. Further, if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and regulations pertaining to the use of the property.

I hereby grant authorization to any city official to inspect, as reasonable times, the site of the request.

GIUSEPPE MORABITO

Before me this date personally appeared:

Name: _____

Signature: [Handwritten Signature]

Personally known/Form of Identification FL DL

Who, being first duly sworn, deposes and attests that the above is a true and correct certification.

Sworn to and subscribed before me this: Day: 7 Month: April, 2026

Notary Public State of Florida at Large: [Handwritten Signature] KAYLEEN JUMADEEN

Notary Public Commission Expiration: 04/14/2028

State of Florida
County: Pinellas



APPLICATIONS FILED BY CORPORATIONS MUST BEAR THE SEAL OF THE CORPORATION OVER THE SIGNATURE OF AN OFFICER AUTHORIZED TO ACT ON BEHALF OF THE CORPORATION.

AGENT OF RECORD

Date: _____

I, _____ do hereby designate and appoint

_____ as my agent of record for the purposes of representing me during the Planning and Zoning Department's review process of my application. My agent of record is hereby vested with authority to make any representations, agreements or promises, which are necessary or desirable in conjunction with the review process. My agent of record is authorized to accept or reject any conditions imposed by any reviewing board or entity.

Name: _____ Signature: _____

My agent of record may be contacted at:

Company: _____

Address: _____

City/State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Before me this date personally appeared:

Name: _____

Signature: _____

Personally known/Form of Identification _____

Who, being first duly sworn, deposes and attests that the above is a true and correct certification.

Sworn to and subscribed before me this: Day: _____ Month: _____, 20 _____

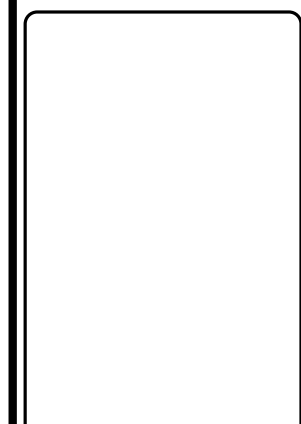
Notary Public State of Florida at Large: _____

Notary Public Commission Expiration: _____

State of Florida
County: Pinellas

REVISIONS

Morabito Residence
 960 Gulf Blvd #5
 Indian Rocks Beach, FL



SCALE: AS NOTED

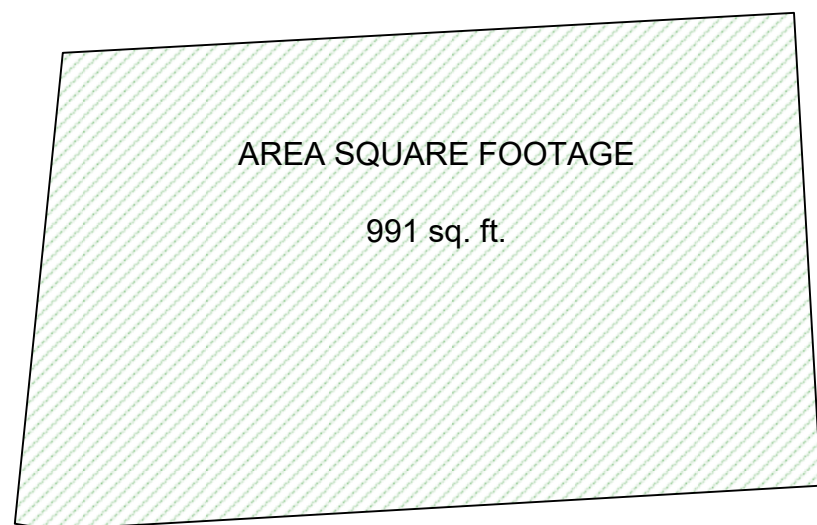
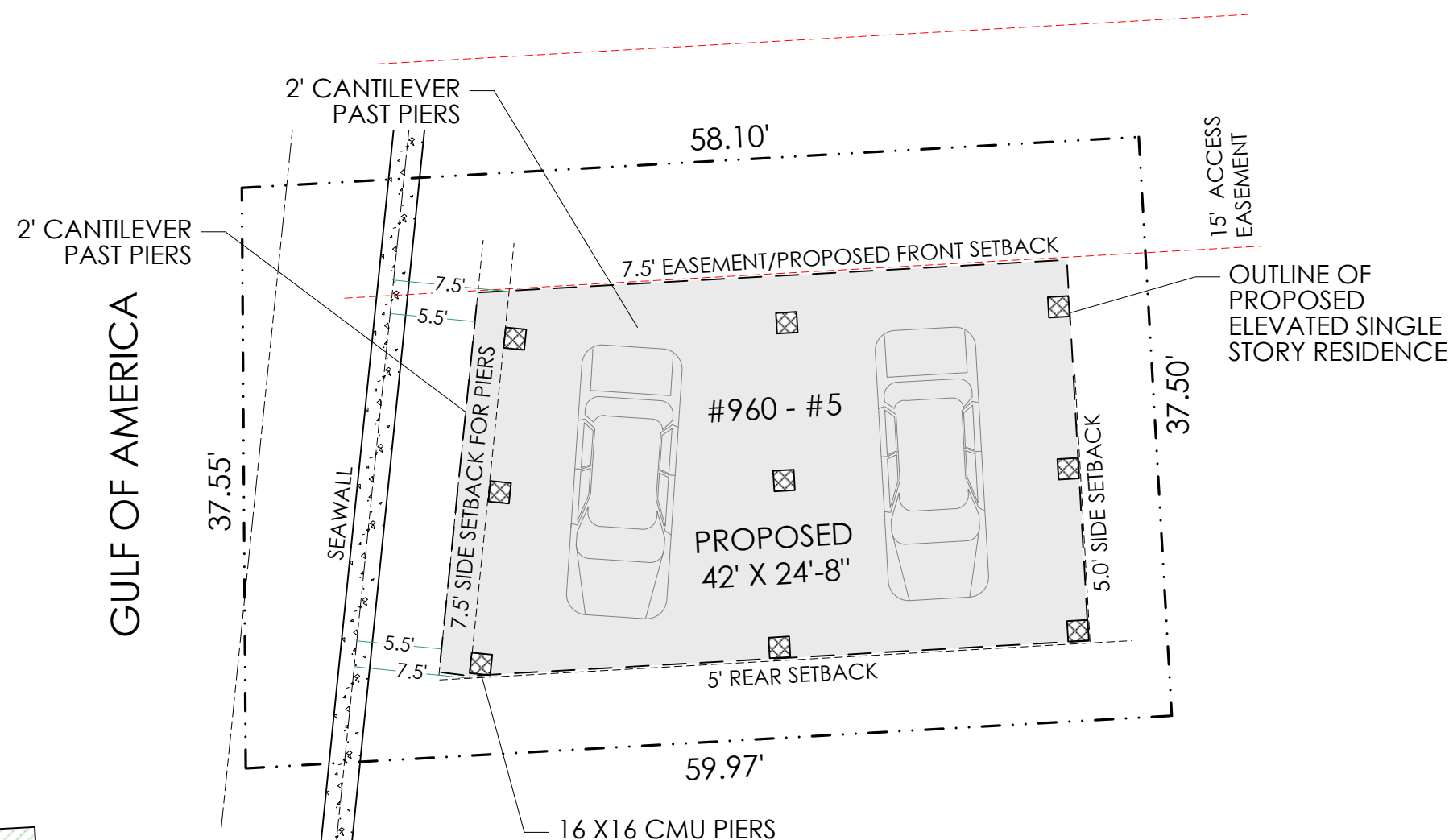
CHECKED BY:

DRAWN BY: R.Y.

DATE: MAR 17, 2026

PROJECT NUMBER: 261032

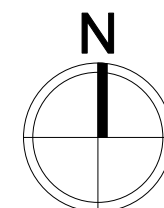
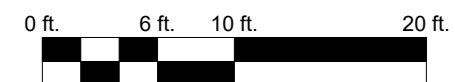
SHEET NUMBER:



SITE PLAN

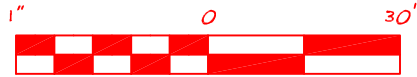
SCALE: 1" = 10.0'

- PROPERTY LINE
- - - SETBACK LINE
- - - EASEMENT LINE



SITE PLAN

SCALE: 1" = 10.0'



SCALE: 1"=30'

LEGEND

- CC = Covered Concrete
- ID = Identification
- LB = Licensed Business
- FIP = Found Iron Pipe
- FIR = Found Iron Rod
- C/S = Concrete Slab
- D = Central Angle
- L = Arc Length
- R = Radius
- (P) = Plat Dimension
- (C) = Calculated Dimension
- (D) = Deed Dimension
- (F) = Field Dimension
- Pg = Page
- E = Electric Box
- WM = Water Meter
- ☆ = Light Pole
- T = Telephone Riser
- TR = Transformer
- P/E = Pool Equipment
- CE = Cable TV Riser
- ONS = Onsite
- OFFS = Offsite
- ⊙ = Power Pole
- ohu = Overhead Utilities
- ⊕ = Well

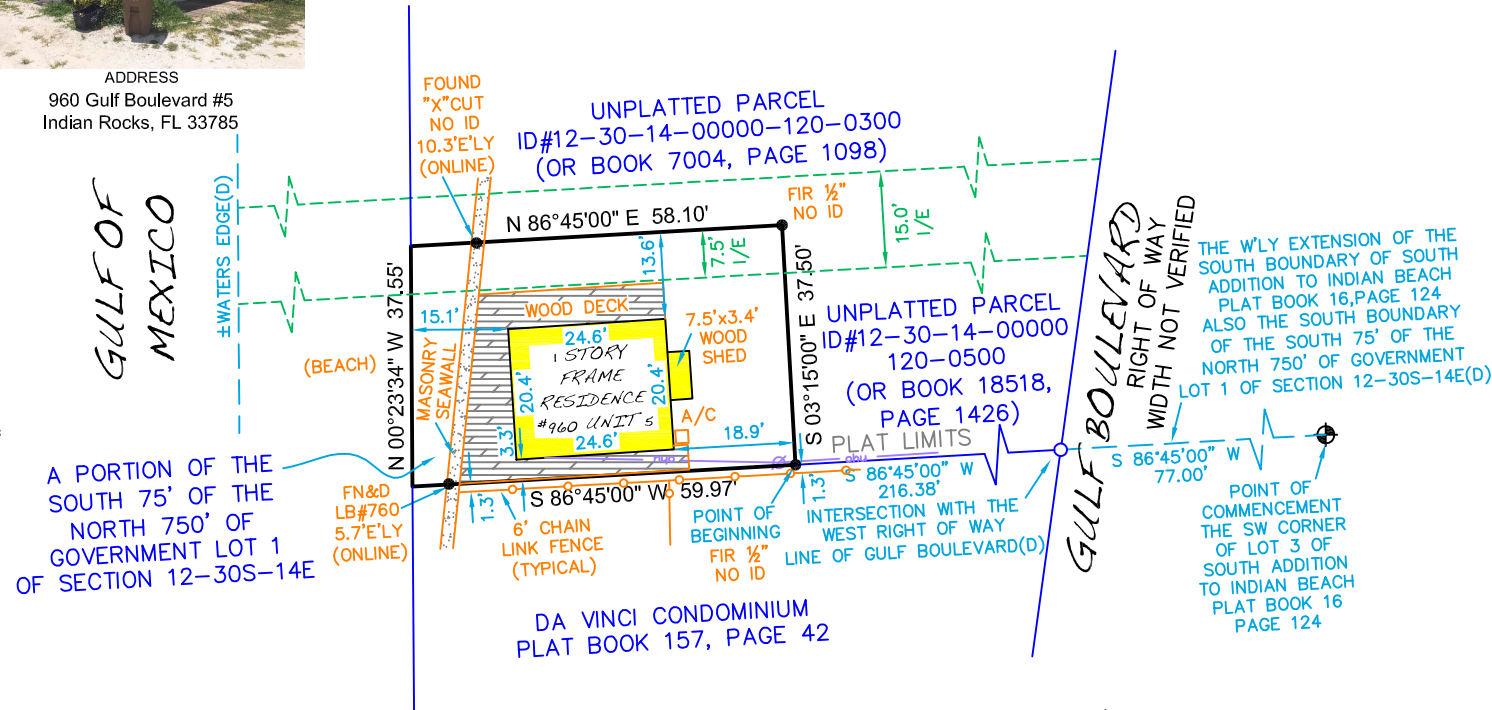
- OR Book = Official Record Book
- SIR = Set 1/2" Iron Rod & Cap LB#7788
- CBP = Covered Brick Pavers
- FCM = Found Concrete Monument
- SECC = Screen Enclosed Covered Concrete
- FN&D = Found Nail & Disk
- SN&D = Set Nail & Disk LB#7788
- BP = Brick Pavers
- CWD = Covered Wood Deck
- ⊖ = Mitered End Section
- NCF = No Corner Set or Found
- ⊗ = Water Valve
- ⊕ = ±Septic Area



ADDRESS
960 Gulf Boulevard #5
Indian Rocks, FL 33785

Boundary Survey

EASEMENT NOTE:
THERE IS A 7.5' INGRESS & EGRESS
EASEMENT (I/E) ALONG THE NORTH
SIDE OF SUBJECT PROPERTY.



A PORTION OF THE SOUTH 75' OF THE NORTH 750' OF GOVERNMENT LOT 1 OF SECTION 12-30S-14E

DA VINCI CONDOMINIUM PLAT BOOK 157, PAGE 42

Legal Description (as furnished)

A parcel of land lying and being in that portion of the South 75 feet of the North 750 feet of Government Lot 1, Section 12, Township 30 South, Range 14 East, that lies between Gulf Boulevard, and the Gulf of Mexico, being further described as follows:

Commence at the Southwest corner of Lot 3, of SOUTH ADDITION TO INDIAN BEACH, as recorded in Plat Book 16, Page 124, of the Official Records of Pinellas County, Florida; thence traverse S. 86 degrees 45'00" W., (assumed bearing) along the Westerly extension of the South boundary of said SOUTH ADDITION TO INDIAN BEACH, said South boundary also being the South boundary of the South 75 feet of the North 750 feet of said Government Lot 1, 77.00 feet to the West right-of-way line of Gulf Boulevard; thence continue S. 86 degrees 45'00" W., 216.38 feet to the Point of Beginning; thence continue S. 86 degrees 45'00" W., 59.97 feet; thence N. 00 degrees 23'34" W., 37.55 feet; thence N. 86 degrees 45'00" E., 58.10 feet; thence S. 03 degrees 15'00" E., 37.50 feet; to the Point of Beginning.

Subject to an ingress/egress easement over and across the North 7.5 feet thereof.

Together with a 15 foot ingress/egress easement being located in and across the South 75.0 feet of the North 750.0 feet of Government Lot 1 in Section 12, Township 30 South, Range 14 East lying West of Gulf Boulevard and whose centerline is more particularly described as follows:

From the Northeasterly corner of said Parcel, run S 10 degrees 30' 27" W., 38.35 feet to the Point of Beginning of said centerline; thence run S 88 degrees 25' 54" W., 307.21 feet more or less to the waters' edge and the ending point of said centerline.

CERTIFIED TO: (AS FURNISHED)
Jessica Binnie & Matthew Binnie
 Title Agency of Florida, a Division of Fidelity National Title of Florida, Inc.
 Fidelity National Title Insurance Company
 Union Home Mortgage Corp., ISAOA/ATIMA

FLOOD ZONE
 SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE "AE & VE", AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN, PER F.I.R.M. PANEL NUMBER 12103C0113G, LAST REVISION DATE 9/3/03. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

LIST OF POSSIBLE ENCROACHMENTS:
 SOME UTILITIES LIE OUTSIDE OF EASEMENT AREA.
 WALL CROSSES PROPERTY LINE.
 OWNERSHIP OF WALL & FENCES HAS NOT BEEN DETERMINED.

BASIS OF BEARING
 BEARINGS ARE BASED ON THE SOUTH LINE OF SUBJECT PROPERTY WHICH HAS A BEARING OF S 86°45'00" W PER DEED.

- NOTES**
- Underground utility installations, underground improvements, foundations and/or other underground structures were not located by this survey.
 - The purpose of this survey is for use in obtaining title insurance and financing and should not be used for construction purposes.
 - Additions or deletions to this survey by anyone other than the signing party or parties is prohibited without the written consent of the signing party or parties.
 - The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This survey only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
 - Building ties and dimensions for improvements should not be used to reconstruct boundary lines.

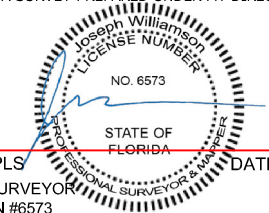
THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

LB 7788



941 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #6573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 8/22/18

DATE	REVISION	DATE	REVISION

COPYRIGHT 2011

X Borrower's Acknowledgment and Acceptance

X Borrower's Acknowledgment and Acceptance



NOTE:
 This Survey was prepared with the benefit of a title commitment.



Patent Pending

EST HEIGHT 26'

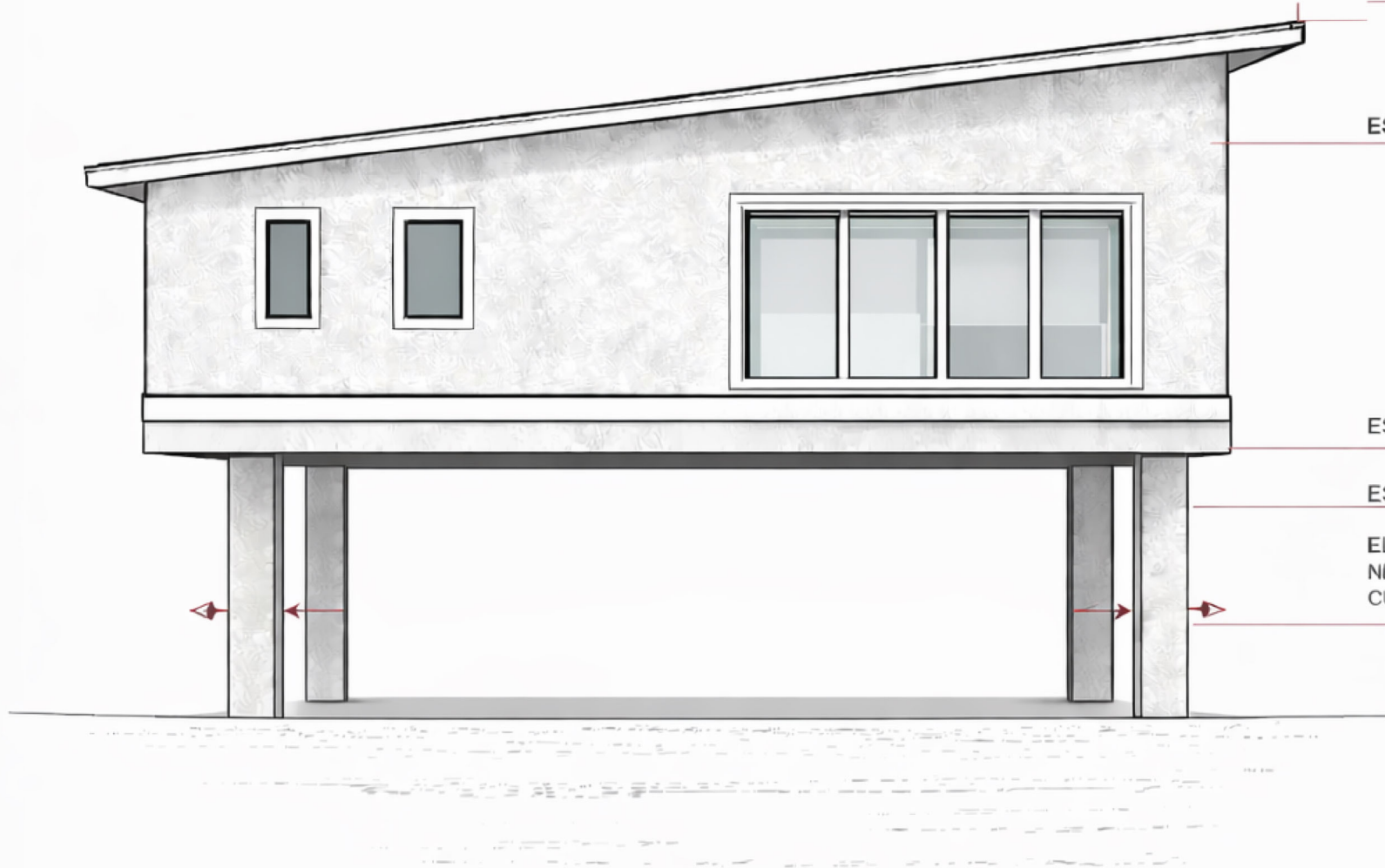
(OVERALL HEIGHT NOT TO EXCEED ABOVE CROWN OF ROAD PER ORDINANCE)

EST 9'

EST 10'

EST 11'

ELEVATED TO MEET
NEW BFE &
CURRENT BUILDING CODE
IN FLOOD ZONE



From: [Kornijtschuk, Lorin](#)
To: "Mark Wilson"
Cc: [Steph](#); [Harmon, Hetty C.](#)
Subject: RE: BOA case no. 2026-03 Variance request
Date: Tuesday, May 12, 2026 9:24:37 AM

Good morning, Mark Wilson,
Thank you for your email and we will include it in our packet for the board of adjustment meeting and the city commission meeting.
Kind regards,

Lorin A. Kornijtschuk, CMC
City Clerk- Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, FL. 33785
lorink@irbcity.com
(727)595-2517

Transparency, Integrity & Professionalism

Website: www.indian-rocks-beach.com
All government correspondence is subject to the public records law.

-----Original Message-----

From: Mark Wilson <mark4w@icloud.com>
Sent: Monday, May 11, 2026 7:55 PM
To: Kornijtschuk, Lorin <lorink@irbcity.com>
Cc: Steph <sbwilson4@verizon.net>
Subject: BOA case no. 2026-03 Variance request

[You don't often get email from mark4w@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I strongly object to giving a Variance to 960 Gulf Blvd Unit 5. There is no Valid reason to grant such an extreme variance request or any Variance at all.
The owner is simply trying to maximize their property value at the expense of not only their neighbors but the community as a whole. Our community does not need or want such a concentrated building plan. If you grant this variance everyone will want one to increase their property value when selling to a developer.

Mark and Stephanie Wilson
940 Gulf Blvd
Unit 303
Indian Rocks Beach FL 33785
813-361-1314
Sent from my iPhone

From: [Jorge Jimenez](#)
To: [Hetty Harmon](#)
Cc: lorink@irbcity.com
Subject: Re: BOA CASE NO. 2026-3
Date: Tuesday, May 5, 2026 9:07:19 AM

Thank you for responding.

I did have one more concern.

I wanted to make sure that the new construction does not encroach into the access road at all (not 1 inch).

If the proposal encroaches into the access road shared by all 10 units then, I am against the construction and my vote would be a NO,

Thanks

Jorge Jimenez
813-363-5187
Jorgeandrosi@gmail.com
Sent from my iPad

> On May 5, 2026, at 8:01 AM, Hetty Harmon <hharmon@civilsurv.com> wrote:

>

> Thank you for your comments, we will add your email to the agenda packets for the boards to review.

>

> Hetty C. Harmon, AICP

> CivilSurv Design Group, Inc.

> Work: (863) 646 - 4771 x 211

>

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>

> -----Original Message-----

> From: Jorge Jimenez <jorgeandrosi@gmail.com>

> Sent: Monday, May 4, 2026 4:21 PM

> To: hharmon@irbcity.com; lorink@irbcity.com

> Subject: Re: BOA CASE NO. 2026-3

>

> Hi I am the owner of 960 Gulf Blvd apt #1 Jorge Jimenez, I will not be attending in person, but could these concerns be read during the meeting.

> I only have 4 concerns:

> 1.) the sewer lines run down the middle of the access road and are old galvanized pipes. I think the sewer line shared by all 10 units will not survive the construction. I propose as part of the construction they must install a new PVC sewer line to the street.

>

> 2.) the access road will be damaged by construction heavy trucks. The access road must be restored back and graded properly for all 10 units with shells on top to prevent erosion.

>

> 3. Since the proposal will include the entire property, then where will any and all construction supplies be stored. Trusses, wood, blocks, supplies. Where would all the construction trucks park? Will construction block access to the other units?

>

> 4.) could piles being driven into the ground affect the surrounding buildings from 1940?

>

>

>

> Owner of 960 Gulf Blvd apt 1, Indian Rocks Beach, FL 33785 Jorge Jimenez

> 813-363-5187

> Jorgeandrosi@gmail.com

>

From: [Karen Diehl](#)
To: hharmon@irbcity.com
Subject: BOA case no. 2026-03 variance
Date: Monday, May 11, 2026 4:16:11 PM

Dear Ms. Harmon

Regarding the BOA case no. 2026-03 variance request at 960 Gulf Blvd #5 Indian Rocks Beach

We own cottage 2 and will not be able to attend the information meeting on May 19th as we are out of state.

The sewer lines and water lines to all the units run under the road, they are very old. Driving heavy construction equipment down this road would likely cause added stress to the sewer and water lines which may not be noticed immediately, what remediation/repair is planned? The sewer runs down the center of the road, the main water line is on the south side of the road with the leads to each cottage on the north side of the road running under the road. These lines will be impacted by the equipment and construction of this project.

In addition, we would like to understand where construction trucks and materials will be located during construction. Space is very limited and we do not want our beach access blocked.

Karen and Chris Diehl

From: [Linda Whitman](#)
To: [Hetty Harmon](#)
Subject: Re: BOA CASE NO. 2026-3
Date: Tuesday, May 5, 2026 4:28:12 PM

Dear Ms. Harmon,

Thank you for your response. I stand corrected though, the cast iron pipe that runs down the center of the drive is a sewage pipe. But I would like the cottage owner, demolition and construction contractors to accept financial responsibility in writing for any and all damage and consequential repairs of the cast iron pipe, connecting pipes, water pipes, and any other damages caused by this project.

Linda Whitman
Cottage #9

On Mon, May 4, 2026 at 1:35 PM Hetty Harmon <hharmon@civilsurv.com> wrote:

The meeting is on May 19, 2026 at 6:00pm. We will include your email in the agenda packet for Board to read.

Thank you,

Hetty C. Harmon, AICP

CivilSurv Design Group, Inc.

Work: (863) 646 - 4771 x 211

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From: Linda Whitman <lkwhitman@gmail.com>
Sent: Monday, May 4, 2026 1:30 PM
To: hharmon@ircity.com; lorink@ircity.com
Subject: BOA CASE NO. 2026-3

I am the owner of a STR located at 960 Gulf Blvd. Cottage #9. Since I live 70 miles north of there, it is a hardship for me to attend tonight's meeting on the above subject.

I understand cottage #5 owner's desire to raise and enlarge his present cottage, but I do have some concerns. Other than the inconvenience of demolition and construction dust and debris, I am mainly concerned about the heavy equipment traffic. The water main for all ten cottages runs down the middle of the drive. I know that the cottages were originally built in 1948 and am assuming that the cast iron water main was installed around the same time. This could probably be confirmed by city records.

I would like to see the owner of cottage #5 and/or the construction companies hired for the demolition and construction agree in writing that they will be responsible for any damages and costs of repairs to the water lines.

Thank you for the opportunity to share my concerns.

Linda Whitman

960 Gulf Blvd. #9 11923 Elm St, San Antonio, FL 33576

Indian Rocks Beach FL

33785

(727)420-7093

From: [Andrew Knox](#)
To: lorink@irbcity.com
Cc: hharmon@irbcity.com
Subject: Subject: Collective Opposition by 20 of 21 Unit Owners – BOA Case No. 2026-03 (960 Gulf Blvd #5)
Date: Tuesday, May 12, 2026 2:40:32 PM
Attachments: [Collective Opposition by 20 of 21 Unit Owners – BOA Case No. 2026-03 \(960 Gulf Blvd #5\).pdf](#)

Dear Ms. Kornijtschuk,

Attached please find a **collective objection letter** signed by **20 of the 21 unit owners** of the condominium building at 940 Gulf Blvd, Indian Rocks Beach. This letter strongly opposes the variance request in BOA Case No. 2026-03 for the property immediately adjacent to our building at 960 Gulf Blvd #5.

One additional owner submitted a separate individual response, so the entire condominium is on record in opposition.

We respectfully request that this collective letter be included in the official record for both the Board of Adjustments and Appeals hearing on May 19, 2026, and the subsequent City Commission hearing. Multiple owners plan to attend the May 19 public hearing at 6:00 p.m. to speak in opposition.

Thank you for your attention to this matter that so significantly impacts our entire building and the surrounding neighborhood.

Sincerely,

Andrew and Emily Knox
Unit 200
940 Gulf Blvd, Indian Rocks Beach, FL 33785
732-232-9381
andrew@andrewknox.com

On behalf of 20 of the 21 unit owners of 940 Gulf Blvd Condominium

Andrew Knox
Unit 200
940 Gulf Blvd
Indian Rocks Beach, FL 33785
andrew@andrewknox.com
732-232-9381
May 7, 2026

VIA EMAIL (lorink@irbcity.com) and Certified Mail

Lorin A. Kornijtschuk, City Clerk
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, FL 33785

Re: Strong Opposition to BOA Case No. 2026-03 – Variance Request at 960 Gulf Blvd #5 (Parcel #12-30-14-00000-120-0400)

Dear Ms. Kornijtschuk, Members of the Board of Adjustments and Appeals, and City Commission:

We, the undersigned owners of condominium units at **940 Gulf Blvd**, write collectively to **strongly oppose** the requested variances from Sec. 110-131(5)(f) of the Code of Ordinances. The subject property lies immediately adjacent (to the North) of our building. The applicant seeks extraordinarily large encroachments: **29.5 feet into the required 35-foot front yard setback** (reducing it to only 5.5 feet), **2.5 feet into the 7.5-foot side yard setback** (to 5.0 feet on the south), and **5.0 feet into the 10.0-foot rear yard setback** (to 5.0 feet). This would allow major expansion and elevation of the cottage directly against neighboring structures.

This variance fails to meet the mandatory criteria of Sec. 2-152 of the Code of Ordinances:

1. There are **no special conditions or circumstances peculiar to this lot** that are not common to other similarly situated beachfront properties in the same zoning district. Many lots on Gulf Blvd are narrow and subject to FEMA elevation requirements.
2. Any claimed hardship is **self-created and not undue**. The applicant knowingly purchased a legally platted substandard lot in an established low-density cottage community. The need for flood elevation and the existence of the recorded easement are common conditions along Gulf Boulevard and do not constitute a unique hardship that justifies such extreme setback encroachments. Literal enforcement of the setbacks still allows reasonable use of the property.
3. Granting these variances **would confer a special privilege** denied to other property owners and would be **injurious to the neighborhood and public welfare**. Specifically, the proposal would:
 - o Completely or substantially eliminate northwest Gulf of America views from eight different units and limit views from four other units, affecting over half the units in our building;

- Create severe privacy invasions through direct window-to-window overlooking due to the extreme proximity (mere feet away), **including downward views into our condominium's private pool and common areas**;
 - Significantly reduce natural light and sunlight to units in our building, including the second-floor northwest corner unit and the unit(s) above;
 - Create dangerous limitations on emergency vehicle access (fire, EMS, and ambulance) between the properties in this already-tight cottage community, impairing response times in a high-risk coastal evacuation zone;
 - Interfere with existing utility infrastructure (telephone poles and electrical service) and reduce clearance for maintenance crews, creating additional safety hazards;
 - Cause prolonged construction disruption, noise, dust, and access issues;
 - Materially diminish property values for adjacent owners;
 - Destroy the historic low-scale, cottage-community character of this Gulf Blvd block.
4. The requested variances are **not the minimum necessary** to allow reasonable use of the property — and, in fact, **no variance is necessary** for reasonable use. The existing cottage already provides reasonable use. Any flood-related elevation can and should be accomplished **within the current building footprint and without these extreme setback encroachments**. Granting this request would go far beyond the minimum necessary and would constitute an impermissible special privilege.
 5. Approval would be inconsistent with recent Board of Adjustments decisions denying setback variances that fail the mandatory criteria under Sec. 2-152. For example, in BOA Case 2025-06 (1101 Bay Pine Blvd), the Board unanimously denied a side-setback variance because it was not the minimum necessary and would be injurious to the area. Granting these far more extensive encroachments here would set a harmful and inconsistent precedent for oversized developments that undermine the uniform application of the zoning code and the City's goal of preserving the low-density, cottage-community scale along Gulf Boulevard.
 6. The proposal conflicts with the City's **Comprehensive Plan** and adopted policies that seek to preserve the coastal, small-town character, low-scale beach bungalows, and cottage-community feel along Gulf Boulevard. Setbacks exist precisely to protect light, air, views, privacy, and neighborhood scale.
 7. Additional public welfare, drainage, and coastal hazard concerns weigh against approval. The City's Comprehensive Plan explicitly recognizes that "extensive urbanization within Indian Rocks Beach has destroyed virtually all natural drainage patterns," leading to flooding during heavy rainfall in many areas. Current land development regulations prohibit any development from discharging **more stormwater onto adjacent rights-of-way or neighboring properties** than occurred in the pre-development (natural/unimproved) state, and all new development/redevelopment must meet 10-year/60-minute storm event standards. The proposed expansion and elevation — enabled by these extreme setback reductions — will increase impervious surfaces and alter drainage patterns on this tight beachfront lot. In a densely developed cottage community with limited pervious area and high storm surge/flood risk, even modest increases can create or exacerbate runoff, ponding, or drainage impacts on immediately adjacent properties, including my condominium building. This is particularly concerning in a

Coastal High Hazard Area and evacuation zone. The application should be required to include full engineered drainage calculations demonstrating **no net increase** in runoff to neighbors.

This collective opposition is submitted on behalf of the following owners of 940 Gulf Blvd, each of whom has reviewed and authorized this letter:

1. Andrew and Emily Knox - Unit 200
2. David and Stacy Wright – Unit 201
3. Brian Abrams – Unit 202
4. Robert and Meredith Goode – Unit 203
5. Tony Doblin – Unit 204
6. Manuel Alvarado – Unit 205
7. Pauline & Nino DiBiase – Unit 206
8. Corkey and Jena Baca – Unit 300
9. Christine Bock – Unit 301
10. Abelardo de la Teja – Unit 302
11. Mario and Donna Augusta – Unit 304
12. Maria Patri – Unit 305
13. Ken Straus – Unit 306
14. Barb and D’Arcy Murphy – Unit 400
15. Gordon Voit – Unit 401
16. Mason Clauser – Unit 402
17. Fiona Jeffery – Unit 403
18. Wilfredo and Maya Lorenzo – Unit 404
19. Larry and Marsha Green – Unit 405
20. John and Lynda Womer – Unit 406

For the reasons stated above, we urge the Board of Adjustments and Appeals to **recommend denial** and the City Commission to **deny** this variance request in its entirety.

Thank you for protecting the property rights, views, privacy, quality of life, and drainage integrity of existing residents in Indian Rocks Beach.

Sincerely,

Andrew Knox on behalf of the undersigned owners

CC: Hetty C. Harmon, Planning Consultant (hharmon@irbcity.com) Condominium Association Board / Other Owners at 940 Gulf Blvd

From: [Kornijtschuk, Lorin](#)
To: "jed12"
Cc: [Harmon, Hetty C.](#)
Subject: RE: Variance
Date: Monday, May 18, 2026 8:02:27 AM
Attachments: [image001.png](#)

Good morning,

Thank you for your email, a copy of your email will be forwarded to the Planning and Zoning Consultant and given to the Board of Adjustment Members.

Kind regards,



Lorin A. Kornijtschuk, CMC
City Clerk- Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, FL. 33785
lorink@irbcity.com
(727)595-2517

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Website: www.indian-rocks-beach.com

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From: jed12 <jed12@comcast.net>
Sent: Saturday, May 16, 2026 11:58 AM
To: Kornijtschuk, Lorin <lorink@irbcity.com>
Subject: Variance

You don't often get email from jed12@comcast.net. [Learn why this is important](#)

Dear Zoning Board Members,

I'm writing to formally object to the requested variance at 960 Gulf Boulevard. This project does not fit the character of our neighborhood. Wanting to build a bigger building to facilitate more rentals will only bring more traffic to our all ready high traffic area.

We respectfully ask that you deny the variance.

Thank You,
James & Beverly DeLattre
900 Guld Blvd.
Indian Rocks Beach, Fla
33785l

Sent from my Galaxy

From: [Patti Marshall](#)
To: lorink@irbcity.com; hharmon@irbcity.com
Subject: BOA CASE NO. 2026-03 - 960 Gulf Blvd., #5, Variance Request
Date: Wednesday, May 13, 2026 10:46:53 AM

BOA Case No. 2026-03

Indian Rocks Commissioners, Ms. Lorin Kornijtschuk, Ms. Hetty Harmon, neighbors:

I am an owner at 960 Gulf Boulevard, Unit #8 specifically, and am in receipt of your Notice of Public Meeting May 19,, 2026 at 6:00 p.m., BOA Case 2026-03.

I have seen the preliminary drawings proposed on this agenda.

I live 100 miles away in Citrus County and I still work. I am unable to attend your 5/19/26 meeting; although I would be happy to attend via Zoom, which I understand is not available.

Please consider my comments herein:

My family has had a vast amount of experience with the plumbing there since originally purchasing in 1976. There is one shared central line. In fact, I lived there myself from 1982-1988, and am very familiar with the “sensitivities” of the system. I’m concerned about whether the driveway and the underlying structures there can survive the heavy machinery that will undoubtedly be traveling through the site daily. The system is very fragile.

IF APPROVED, I’d like to suggest some sort of “cash bond” so that when this damage occurs, the funds will be readily available for the repair AND the housing of ALL of the individuals that will be displaced when the system is down. We won’t have time to inquire about making an insurance claim, etc. When that main sewage pipe bursts, it will be of the **utmost urgency**. We have people that live there year round, as well as the short-term rentals. And this will not be a one-day repair.

Can we somehow require a pre-construction sewer system engineering assessment be done and any requisite reinforcements be done first – and not necessarily at the remaining owners’ cost?

Lastly, the “elephant on the beach” - Parking: Many of us have only one parking space. It’s extremely difficult to orchestrate the occasional delivery out there, let alone parking extra construction vehicles, and then add workers’ vehicles on the property?!? There simply is no room.

Those of us that rent will undoubtedly be financially impacted, the repercussions of which are yet unknown. NO ONE wants to listen to construction while they are on vacation.

Thank you for all of the very, very hard, diligent work you all do! Please consider my comments.

Sincerely,

Patti Marshall

PO Box 347

Homosassa, FL 34487-0347

--

Patti Marshall, Court Reporter, RPR, FPR
pattimarshall1@gmail.com

From: [Linda Whitman](#)
To: [Hetty Harmon](#)
Subject: Re: BOA CASE NO. 2026-3
Date: Tuesday, May 5, 2026 4:28:12 PM

Dear Ms. Harmon,

Thank you for your response. I stand corrected though, the cast iron pipe that runs down the center of the drive is a sewage pipe. But I would like the cottage owner, demolition and construction contractors to accept financial responsibility in writing for any and all damage and consequential repairs of the cast iron pipe, connecting pipes, water pipes, and any other damages caused by this project.

Linda Whitman
Cottage #9

On Mon, May 4, 2026 at 1:35 PM Hetty Harmon <hharmon@civilsurv.com> wrote:

The meeting is on May 19, 2026 at 6:00pm. We will include your email in the agenda packet for Board to read.

Thank you,

Hetty C. Harmon, AICP

CivilSurv Design Group, Inc.

Work: (863) 646 - 4771 x 211

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From: Linda Whitman <lkwhitman@gmail.com>
Sent: Monday, May 4, 2026 1:30 PM
To: hharmon@ircity.com; lorink@ircity.com
Subject: BOA CASE NO. 2026-3

I am the owner of a STR located at 960 Gulf Blvd. Cottage #9. Since I live 70 miles north of there, it is a hardship for me to attend tonight's meeting on the above subject.

I understand cottage #5 owner's desire to raise and enlarge his present cottage, but I do have some concerns. Other than the inconvenience of demolition and construction dust and debris, I am mainly concerned about the heavy equipment traffic. The water main for all ten cottages runs down the middle of the drive. I know that the cottages were originally built in 1948 and am assuming that the cast iron water main was installed around the same time. This could probably be confirmed by city records.

I would like to see the owner of cottage #5 and/or the construction companies hired for the demolition and construction agree in writing that they will be responsible for any damages and costs of repairs to the water lines.

Thank you for the opportunity to share my concerns.

Linda Whitman

960 Gulf Blvd. #9 11923 Elm St, San Antonio, FL 33576

Indian Rocks Beach FL

33785

(727)420-7093

AGENDA ITEM NO. 7.1

ACTION ITEM

**AUTHORIZING the City Manager to contract services with
Catalyst Communications.**

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: July 14, 2026 **AGENDA ITEM:** 7.1

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: AUTHORIZING the City Manager to contract services with Catalyst Communications

BACKGROUND:

The City of Indian Rocks Beach continues to experience many of the same challenges affecting coastal communities throughout Florida, including the increasing prevalence of investor-owned short-term rental properties, declining full-time residency, parking and noise concerns, and the preservation of neighborhood character.

While short-term rentals remain a component of the local tourism economy, the City has sought to identify lawful, balanced strategies that protect residential neighborhoods while respecting private property rights and complying with state law. These efforts extend beyond local regulation and include communicating the City's position to residents, legislators, partner organizations, and other stakeholders, as well as monitoring legislative proposals that may affect municipal authority.

To support these efforts, staff recommends engaging Catalyst Communications Group to provide strategic communications, public affairs, and advocacy services.

SCOPE OF SERVICES:

Catalyst Communications Group would assist the City by providing services that include:

- Strategic communications and messaging regarding the City's policy objectives.
- Monitoring state legislative activity affecting local government authority over short-term rentals and related housing issues.
- Coordinating with municipal associations and neighboring communities facing similar challenges.
- Assisting with coalition-building and public affairs initiatives.
- Preparing briefing materials, talking points, and communication resources for elected officials and staff.

- Supporting public outreach efforts that promote transparency and community understanding.

The firm's work will help communicate that the City's objective is not to eliminate short-term rentals, but rather to pursue balanced policies that address the unintended impacts associated with the growth of investor-owned short-term rental properties while protecting neighborhood stability, community identity, and neighbors' quality of life.

PROCUREMENT:

Staff recommends utilizing a cooperative purchasing, or "piggyback," approach by relying on the existing competitively procured agreement between the Pinellas Suncoast Transit Authority (PSTA) and Catalyst Communications Group for communications services.

Florida local governments are generally permitted to utilize contracts awarded by other public agencies when the original solicitation was conducted through a competitive procurement process, the resulting contract allows for cooperative use or assignment by other governmental entities, and the use is consistent with the City's Purchasing Policy and applicable Florida law.

This procurement method promotes efficiency, reduces administrative costs, avoids competitive duplicative solicitations, and enables the City to obtain professional services under terms and pricing that have already been competitively established.

Staff has reviewed the PSTA agreement and determined that utilizing the contract for the City's communications needs is an appropriate and cost-effective procurement method.

QUALIFICATIONS:

Catalyst Communications Group is a Tampa-based strategic communications and public affairs firm with extensive experience in media relations, government communications, and public policy. The firm's professionals bring decades of combined experience as journalists, public information officers, and communications advisors, providing a strong understanding of Florida's media landscape and public policy environment.

Their experience working with governmental organizations and familiarity with the unique challenges facing Florida's coastal communities make the firm well qualified to support the City's communications and advocacy efforts.

FISCAL IMPACT:

Funding for these services is available within the adopted budget under the appropriate professional services account in the City Manager's Office. Compensation shall not exceed the amount authorized in the attached agreement of \$5,000 per month (total of \$60,000 in FY 2027).

RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement with Catalyst Communications Group. The agreement will provide specialized communications and public affairs support to assist the City in advancing a balanced, transparent, and community-focused approach to addressing issues associated with investor-owned short-term rentals while preserving the long-term character and livability of Indian Rocks Beach.

ATTACHMENTS:

1. Catalyst Strategic Communications Proposal
2. Agreement to Piggyback a Contract for Services with Catalyst Communications
3. PSTA Communication Services RFP
4. PSTA Contract with Catalyst Communications
5. Catalyst Communications Proposal for PSTA

1. Catalyst Strategic Communications Proposal



Catalyst

COMMUNICATIONS GROUP

STRATEGIC COMMUNICATIONS
CONSULTING SERVICES

CatalystCG.com

PREPARED FOR



The City of Indian Rocks Beach is facing many of the same challenges seen in coastal communities across Florida, including the growth of investor-owned short-term rentals, declining full-time residency, parking and noise complaints, and concerns about preserving neighborhood character and quality of life. Our firm would help the City pursue a lawful, strategic and community-focused approach that balances property rights, tourism, and the long-term stability of residential neighborhoods.



We would support the City's broader public affairs and advocacy efforts related to preserving local control and promoting policies that encourage long-term home ownership and full-time residency. This could include monitoring state legislative activity, coordinating with municipal associations and neighboring communities facing similar issues, assisting with coalition-building efforts, and preparing messaging and briefing materials for elected officials and community leaders.

Our team would also help position the City's efforts within the broader context of protecting neighborhood stability, preserving community identity, supporting workforce housing, and maintaining quality of life for residents. We would help communicate that the City's objective is not to eliminate short term rentals,, but rather to pursue a balanced strategy that protects the long-term interests of the community while addressing the unintended impacts associated with the rapid growth of investor-driven short-term rental properties.

As a Tampa-based public relations firm, we understand the unique growth pressures, tourism dynamics, and public policy challenges facing coastal communities. Our role would be to help the City navigate this sensitive issue with strategic communication, community engagement, and advocacy efforts designed to build trust, maintain transparency, and support long-term community preservation goals.

ABOUT CATALYST COMMUNICATIONS GROUP

Catalyst Communications Group is a Tampa-based boutique media relations consulting firm offering a comprehensive suite of services for clients seeking representation at the local, state and national level. But unlike others, the Catalyst team brings more than 250 years of experience working both in the news media as journalists and with media outlets as public relations directors. That critical experience gives Catalyst the unique insight and understanding of what news outlets want and need when considering or pursuing a story.

Additionally, the relationships Catalyst has built with reporters and producers around the country help its clients achieve greater success. And the relationships Catalyst maintains with the media are just as important as the relationships it maintains with its clients.



THE CATALYST ADVANTAGE

We proactively find opportunities to share your story, show you its reach and track advertising value equivalency of press coverage on air and online.

MEET THE CATALYST TEAM



PRESTON RUDIE
Founder & CEO



CHRISTINA BARKER
Partner & President



PETER ROGHAAR
Executive Vice President



TIM NICKENS
Senior Consultant



KAREN PINKSTON
Senior Vice President



GRAYSON KAMM
Senior Vice President



RAECHELLE DAVIS
Senior Vice President



KENDRA OESTREICH
Vice President



SABRINA HENNESSEY
Vice President



MATT BOREK
Vice President



MAYA BROWN
Vice President



MELISSA MARINO
Media Relations Specialist



MATTHEW CONROY
Media Relations Specialist



HANNAH WEBSTER
Media Relations Specialist



GENE YAGLE
Director of Video & Photography



JEREMY REX
Creative Director



PRESTON RUDIE

Founder & CEO

The founder and CEO of Catalyst Communications Group, Preston spent 20 years working as a reporter in print, radio and television before joining former Congressman David Jolly's staff as Communications Director and District Director. During his reporting career, which included time in Madison and Milwaukee, Wisconsin and Tampa, Florida, Preston was honored with 24 Regional Emmy awards and 6 Edward R. Murrow awards. He is also a past National Press Photographer Association National Reporter of the Year finalist.

While working for Jolly, Preston was continually regarded as one of, if not the best Communications Director on Capitol Hill. During his 3 years in Washington D.C., Preston had Jolly featured on 60 Minutes along with regular appearances on national cable news networks like CNN, FOX News and FOX Business. In addition, his work landed Jolly in front of groups like the National Press Club, Association of Opinion Journalists and the Washington Post editorial board.

A graduate of the University of Wisconsin, Preston launched Catalyst Communications Group in January 2017. Since then, he has quickly assembled a strong portfolio of clients ranging from non-profits to public agencies and private companies.

A Green Bay Packers and Wisconsin Badgers fan, Preston also appears in several episodes of the popular television show Forensic Files and is a Regional Vice-President for the Suncoast Chapter of the National Academy of Television Arts and Sciences.



PETER ROGHAAR

Executive Vice President

Peter brings a wealth of experience to Catalyst clients having served for 27 years in local TV leadership positions. This includes six years as News Director at WTSP in Tampa and ten years as News Director at WPTV in West Palm Beach. Peter also worked at TV stations in Boston, Atlanta, Miami and Austin.

Following his work in the newsroom, Peter spent six years in Tampa with WTSP as a Business Growth Strategist helping businesses reach new customers and increase revenue. Most recently Peter invested in a franchise moving business in Gainesville, FL.

Peter and his wife met while students at the University of Miami and have three grown children who are all University of Florida graduates. They live in Tampa with their two Boston Terriers.



MAYA BROWN

Vice President

A graduate of the University of South Florida, Maya Brown is a highly regarded educator, political operative, and communications strategist. With over a decade of public affairs experience, Maya has successfully guided numerous history-making campaigns and initiatives to success and a proven track record of delivering results.

A known consensus-builder, she has collaborated with politicians, nonprofit leaders, and community advocates to help solve and effectively communicate complex policy reforms and help nonprofit organizations grow. Maya founded MB Strategies: a boutique political and public affairs consulting firm specializing in strategic communications, electoral campaigns, lobbying, and public engagement.

Because of her subject matter expertise, she is a frequent featured panelist and political commentator in news publications like Florida This Week, Politico, Tampa Bay Times, and WMNF. An adjunct professor and skilled facilitator, she earned her Master's of Public Administration and Graduate Certificate in Nonprofit and Community Development from Florida International University. A Florida native, she lives in Central Florida with her best boy, Gino.

Maya has been named among USF's 2026 Outstanding Young Alumni, 2022 Top 150 Most Influential People in Florida Politics, and 2020 Influence Magazine's '30-under-30'. She serves on the Saint Leo University College of Arts and Sciences Advisory Council and previously as Advocacy Chair on the University of South Florida Alumni Association Board of Directors.

OUR SERVICES

Catalyst Communications Group focuses on achieving results for clients by specializing in:

- Internal & External Messaging
- Brand Development & Positioning
- Event Management
- News Conferences
- News Releases & Advisories
- Enterprise Stories
- Op-Eds & Letters to the Editor
- Crisis Management
- Government Affairs
- Media Training
- Interview Prep
- Performance Analytics & Reporting
- Social Media
- Paid Digital Marketing
- Video Production
- Graphic Design



INTERNAL & EXTERNAL MESSAGING

Catalyst understands that not all messaging is aimed at the media.

Your target audience includes employees, board members, customers, elected officials, and community leaders - just to name a few.

It is critical for your internal and external messaging to be consistent. No matter the audience, Catalyst employs an individual approach grounded in best practices and strong relationships to craft the strongest narrative for our clients.



BRAND DEVELOPMENT & POSITIONING

Your brand is only as impactful as how you articulate it.

Catalyst Communications Group can help you identify refinements and develop appropriate messaging strategies and campaigns to set you apart from the competition.

Client Success Story: Tampa Downtown Partnership

Catalyst helped the TDP raise its profile within the downtown business community by crafting unique initiatives and activations aimed at engaging partners, residents, and garner news coverage. These efforts resulted in increased awareness about the work and impact of the TDP.



EVENT MANAGEMENT

An event can set the narrative for a new project.

Catalyst partners with clients to strategically position their events for optimal media attention, community support, and a memorable experience for your team.

When planning a groundbreaking event with a client, we collaborate to choose the ideal location, date and time, invitation list, speakers, talking points, and media positioning to ensure maximum interest and impact.

Examples include groundbreakings for Gasworx in Ybor City, The Central in St. Petersburg, and Jet ICU's new hanger at TPA. Additionally, Catalyst routinely organizes panel discussions, community meetings, and ribbon cuttings.



Gasworx Groundbreaking in Ybor City

Click the links below to see examples of coverage



NEWS CONFERENCES

Your brand is only as impactful as how you articulate it.

With Catalyst's extensive news industry experience, our team excels at effectively pitching stories.

We understand what appeals to editors, producers, and reporters. Trust us to find the right hook and angle to captivate media outlets. Our expertise shines through in every news conference we host.

Catalyst excels at making clients shine, expertly handling every detail from timing and location to speaker selection.



NEWS RELEASES & ADVISORIES

From the headline to understanding what key details reporters will want to know, Catalyst excels at crafting easy to understand news releases. These documents can be critical in setting a narrative or generating a positive story. We take the time to evaluate how to incorporate your partners, determine whose voice is most effective for the story, and recognize stakeholders appropriately. We work closely with each individual to ensure their quotes reflect their unique voice and that our key messages are clearly communicated throughout.

Once a release is drafted, Catalyst will also help develop targeted media lists for its clients, so the right audience is seeing the announcement.



ENTERPRISE STORIES

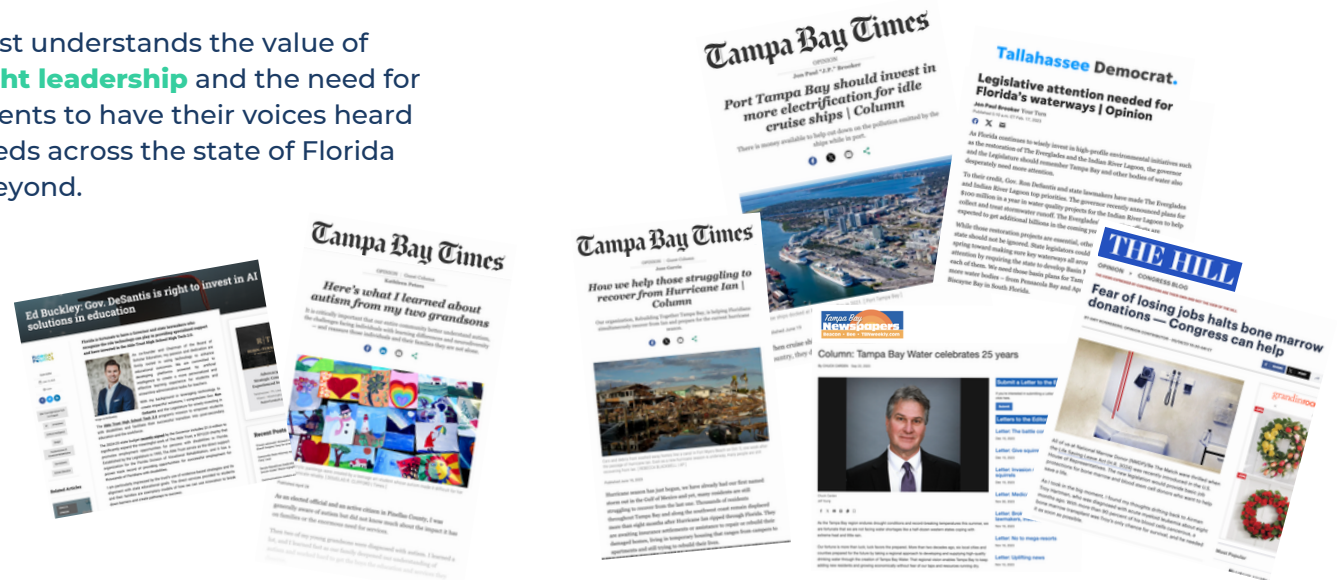
At Catalyst, **we craft your story** to **capture media attention**.

We bring **unique perspectives** to showcase your ideas in a way that **gets results**.



OP-EDS & LETTERS TO THE EDITOR

Catalyst understands the value of **thought leadership** and the need for our clients to have their voices heard in op-eds across the state of Florida and beyond.



CRISIS MANAGEMENT

Catalyst has extensive experience quickly and responsibly responding to emergency situations for both private and public partners.

That experience includes:

- Prompt responses for use on social media, print, and television
- Dealing directly with media inquiries
- Developing and delivering longer strategic responses to critical situations that play out over days or weeks.
- How best to turn a negative into a positive



GOVERNMENT AFFAIRS

Catalyst brings extensive experience in managing campaigns for local and statewide candidates, issue-based ballot referendums, and public policy initiatives. Our efforts include securing public funding and driving policy changes that benefit our clients and the community. We collaborate closely with clients to leverage earned media and robust community relationships, fostering successful partnerships with public entities at local, state, and national levels. From facilitating zoning changes to securing \$15 million in city funding for the transformative expansion of the Florida Aquarium, Catalyst excels at the intersection of communications and public policy, driving meaningful change and success.



MEDIA TRAINING

Catalyst knows preparation leads to confidence and success.

With more than a century of combined experience working in the media, Catalyst and its members offer unique insight when preparing and assisting its clients for interviews.

Catalyst has a lengthy track record of success, from understanding how to speak in soundbites to navigating tough questions and staying on message.

Recent clients have ranged from the University of Tampa's incoming President to the leadership team at Strategic Property Partners.



INTERVIEW PREP

When it comes time for a media interview, Catalyst will work to ensure you are prepared for potential questions with the correct facts, key messages, and details you want to share.

The Catalyst Team has worked with CEOs, high-profile developers, political candidates and elected officials to prepare for print, TV, podcast, and editorial board interviews.

In 2023, when the Mayor of Clearwater resigned and former Mayor Brian Aungst Sr. was appointed to the role, our team collaborated with the returning Mayor and the newly hired city manager. We arranged and prepared them for a meeting with the Tampa Bay Times Editorial Board and local media interviews. We used the media spotlight to explain this leadership change's implications for residents and highlight the policies the Mayor would prioritize during his term.

These initial interviews established clear, united priorities for the new administration, laying the foundation for a successful term.

Tampa Bay Times

OPINION
The Times Editorial Board recommendation for Clearwater mayor | Editorial
 The race pits Bruce Rector against Kathleen Beckman.



Bruce Rector and Kathleen Beckman | Times Staff
 This article represents the opinion of the Tampa Bay Times Editorial Board.

Published Feb. 15
Editor's note: The Times Editorial Board is making recommendations in the race for Clearwater mayor and on a ballot measure that would change the way the city elects City Council members. Below you will find the recommendation for mayor. [Click here](#) for the ballot measure recommendation. Election Day is March 19.
 Clearwater voters have two solid choices in the race for mayor.

PERFORMANCE ANALYTICS & REPORTING

Using media monitoring services such as Critical Mention, Catalyst is able to show the reach and value of news coverage generated by their efforts.

This can be done in an easy-to-understand monthly, quarterly, or per-campaign report.

These reports also provide a database of all stories published and broadcast.





For more information, please visit

CatalystCG.com

CONTACT US

Preston Rudie

preston@catalystcg.com

(727) 580-0263

2. Agreement to Piggyback a Contract for Services with Catalyst Communications

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

This Piggyback Agreement (this "Agreement") is made by and between **Catalyst Communications Group**, a Florida company, with offices at 3807 W Barcelona St., Tampa, FL 33629 ("Contractor") and **City of Indian Rocks Beach**, a Florida municipality, with offices at 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785 ("City"). Contractor and City may be referred to collectively as the "Parties" or individually as a "Party." This Agreement will become effective as of the last signature date below (the "Effective Date").

WHEREAS, Contractor entered into an agreement with the **Pinellas Suncoast Transit Authority** ("PSTA"), an independent special district of the State of Florida, for Strategic Communications and Media Relations services (Contract No. C-23-MK-025), procured pursuant to RFP 23-320599 and F.S. §287.057, attached as Exhibit "A" (the "Underlying Contract"); and

WHEREAS, Contractor agrees to extend the pricing, terms, and conditions of the Underlying Contract to City pursuant to Section 7.04 of the Underlying Contract, which provides that "Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement," and defines "governmental entity" to include municipalities; and

WHEREAS, the Underlying Contract is incorporated herein by reference and is attached as Exhibit "A" to this Agreement, and all of the terms and conditions set forth in the Underlying Contract are fully binding on the Parties; and

WHEREAS, City has the legal authority under its purchasing policies adopted by the Indian Rocks Beach City Commission, including Section 2-332(b)(1) of the City Code of Ordinances, to "piggyback" onto a contract bid by another governmental agency, and the Underlying Contract was procured pursuant to F.S. §287.057, when seeking to utilize the same or similar services provided for in the said contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein.
2. Definitions. Defined or capitalized terms used herein that are not defined by this Agreement shall have their meaning set out in the Underlying Contract. Any reference to "PSTA" or the contracting governmental entity in the Underlying Contract shall refer to City of Indian Rocks Beach for the purposes of this Agreement.
3. Notices. Notwithstanding the address and contact information for the governmental entity set forth in Exhibit A, Contractor agrees that it will send all notices and conduct all business under this Agreement with City of Indian Rocks Beach, 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785.

4. Scope of Services. The purpose of this Agreement is for Contractor to provide strategic communications and media relations services to the City, including but not limited to media relations, crisis communications, stakeholder communications, presentation development, and communications planning, consistent with the scope of services set forth in the Underlying Contract.
5. Pricing. Contractor's fees shall be \$5,000.00 per month, which is at or below the rates provided in the Underlying Contract. All work shall be subject to separate Task Order(s) agreed upon between the Parties. All Task Orders shall be signed by the City Manager.
6. Term. This Agreement shall commence as of the Effective Date and shall terminate upon the earlier of: (a) the expiration or termination of the Underlying Contract (including any exercised option years), which shall not extend beyond May 23, 2028; or (b) termination by either Party as provided herein. This Agreement shall automatically terminate, without penalty to the City, upon the expiration or termination of the Underlying Contract.
7. Venue. The Parties agree that venue for any litigation arising from this Agreement shall be in Pinellas County, Florida.
8. Payment. The Parties agree that the City shall have forty-five (45) days from the date of invoice to provide payment pursuant to Florida Statute section 218.74.
9. Termination for Convenience. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Contractor. In such event, the Contractor shall only be entitled to payment for services actually performed hereunder prior to such termination.
10. Sovereign Immunity. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
11. Public Records. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LORIN A. KORNIJTSCHUK AT (727) 595-2517 OR KORNIJTSCHUK@IRBCITY.COM OR CITY CLERK – CITY OF INDIAN ROCKS BEACH – 1507 BAY PALM BLVD. – INDIAN ROCKS BEACH, FLORIDA 33785.**
12. Other Provisions Unchanged. All other provisions in the Underlying Contract are fully binding on the Parties and will represent the agreement between City and Contractor.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.

3. PSTA Communication Services RFP



PINELLAS SUNCOAST TRANSIT AUTHORITY
ST. PETERSBURG, FLORIDA
SOLICITATION, OFFER AND AWARD FORM

REQUEST FOR PROPOSAL

1. SOLICITATION #: RFP 23-320599
2. ISSUE DATE: 03/04/2023
3. FOR INFORMATION CONTACT Contracting Officer:
NAME: David Hensler
PHONE: 727-540-1862
E-MAIL: dhensler@psta.net
4. BRIEF DESCRIPTION:
STRATEGIC COMMUNICATIONS

5. CONFERENCE: (See Exhibit C for more information.)
Join Zoom Meeting
DATE AND TIME:
https://us02web.zoom.us/j/83524599855?pwd=cWQxMDNMVTIWeHdNK2t5aUt4aVBaUT09
March 15, 2023 – 11:00am EST
Meeting ID: 835 2459 9855
Passcode: COMMS

6. SUBMIT OFFER TO THE FOLLOWING WEBSITE (See Exhibit B for more information):
https://psta.bonfirehub.com
7. OFFER SUBMISSION DUE DATE AND TIME:
March 29, 2023 1:00pm EST (Eastern Standard Time)

8. SUBMIT WITH OFFER: Original electronic offer including all exhibits and attachments listed on Page 2 of this form.
9. Offers will not be publicly opened.
10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 90 calendar days from the date specified in Block 7, above.
11. This solicitation and any resulting contract, respectively, must include this Solicitation, Offer and Award Form and the exhibits and documents designated on Page 2 of this form.

OFFER
(To be completed by offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to the Invoicing and Payment clause in Exhibit D)

13. If this offer is accepted within the period specified in Block 10 above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Table with 3 columns: Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print)
TELEPHONE:
CELL PHONE:
E-MAIL:
FAX:
16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:

AWARD
(To be completed by PSTA)

18. Offeror is a: DBE: Yes [] No [] SBE: Yes [] No []
19. DBE: A DBE goal of 0% has been established for this solicitation.
20. ACCEPTED AS TO:
21. TOTAL AMOUNT OF AWARD:
22. CONTRACT NUMBER:

23. PSTA'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: _____ Signature: _____ Date: ___/___/___

NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH OFFER
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Schedule	Schedule	S-01	YES
Exhibit A	Representations and Certifications	A-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	NO
Exhibit C	Solicitation Instructions and Conditions	C-03	NO
Exhibit D	Special Provisions	D-01	NO
Exhibit F	General Provisions	F-02	NO
Exhibit G	Disadvantaged Business Enterprise Provisions	G-03	YES
Exhibit H	Specifications	H-01	NO
Exhibit K	Contract	K-01	YES
	Offeror's Proposal		YES

SCHEDULE

CAUTION: A false statement in any offer submitted to PSTA may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The rates include all costs that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pick-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

BASE TERM -YEAR ONE & TWO YEAR

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
1	Strategic Communications		
			Total \$

OPTION ONE - YEAR THREE

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
2	Strategic Communications		
			Total \$

OPTION TWO - YEAR FOUR

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
3	Strategic Communications		
			Total \$

OPTION THREE - YEAR FIVE

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
4	Strategic Communications		
			Total \$

Note: PSTA will not pay commission. Annual fees for the services outlined in this RFP shall be exclusive of a Strategic Communication costs. Pre-approved expenses paid to other vendors for materials and/or services that are required in the performanc eof this contract will be reimbursed at cost with no mark-up.

TOTAL PRICE OFFER --->

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:

Name

Signature of Offeror's Representative

Title

EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)

**** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER ****

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REPRESENTATIONS

1. Contingent Fee

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

has has not

been employed or retained any company or persons to solicit or obtain the contract resulting from this solicitation, and (Mark one with an "X"):

has has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities

The offeror represents as part of its offer that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in the contract to be awarded by this solicitation. The offeror further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul the contract awarded through this solicitation without liability and/or have recourse to any other remedy it may have at law.

3. Disadvantaged Business Enterprise (DBE)

The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned

business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract.

5. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP AND PHONE):

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

6. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

- an individual a sole proprietorship
- a partnership a corporation
- another entity _____.

(b) If incorporated, under the laws of the State of:

(c) Age of the entity: __ years, __ months

(d) Previous year's annual gross receipts:

- less than \$500K \$500K - \$2 mil. \$2 mil. - \$5 mil. more than \$5 mil.

CERTIFICATIONS

7. Certification of Independent Price Determination

(a) By executing this certification, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

8. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Contracting Officer identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By executing this certification, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, PSTA contractors, or PSTA consultants) other than the Contracting Officer and on subjects approved by the Contracting Officer except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of PSTA Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

9. Conflict of Interest Certification

By executing this certification, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

10. Non-Discrimination Assurance

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of the contract expected to be awarded. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure to carry out these requirements is a material breach of any contracts resulting from this solicitation and may result in the contract termination or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

11. Disadvantaged Business Enterprise Goals

If goals have been established, by executing this certification, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

12. Execution of Contract

Upon award of this solicitation by PSTA's Board of Directors, the offeror agrees to execute the contract attached as Exhibit K.

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The offeror certifies to the best of its knowledge and belief that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation.

14. Certification of Restrictions on Lobbying

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by an offeror, any member of the offeror's staff, any agent or representative of the offeror, whether compensated or not, or any person employed by any legal entity affiliated with or representing the offeror shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded, whichever is later.

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, until a protest is resolved, or the competitive selection process is otherwise concluded, whichever is later. Nothing herein shall prohibit an offeror from contacting the purchasing division or PSTA's General Counsel to address situations such as clarification and/or questions related to the procurement process, the procedures to file a protest, or the status of a protest.

For the purposes of this paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the offeror itself, any employee of the offeror, the offeror's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the offeror. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County).

Any board member, officer, evaluation committee member, employee, agent or attorney who has been lobbied will immediately report the lobbying activity to the Authority's Chief Executive Officer.

15. Verification of Employment Status Certification

In accordance with Florida law, the offeror certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by offeror during the contract term who perform employment duties under any resulting contract to this solicitation and (a) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any resulting contract to this solicitation utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. Scrutinized Companies Certification

By executing this certification, the contract associated with this solicitation and each and every renewal thereof (if renewal is provided for herein), pursuant to section 287.135, Florida Statutes, the offeror certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications are true as of the time offeror submitted its bid or proposal and as of the effective date of any renewal. Notwithstanding anything contained in this solicitation to the contrary, PSTA may terminate the contract resulting from this solicitation immediately if: (1) the offeror is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) the offeror is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to PSTA at law. The provisions of this section shall only apply if the contract total is in excess of one million U.S. dollars (\$1,000,000.00).

17. Statement Regarding Federal Funding

The offeror recognizes and understands that while no federal funds are currently being used to fund this procurement, if indicated on the Solicitation, Offer, and Award Form (CS-01), PSTA may, in its sole and absolute discretion, elect to use federal funding in the future for purchases made under this procurement. In the event PSTA determines to do so, the offeror acknowledges and agrees that the provisions of Exhibit E attached to this solicitation and the required contract clauses from the Federal Transit Administration (FTA) shall apply and be binding on the successful offeror.

18. Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds \$100,000.

Pursuant to section 286.101, Florida Statutes, the offeror is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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

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

By executing this certification, the offeror certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

NONE

OR

CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

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1. Introduction

The Pinellas Suncoast Transit Authority (PSTA) is an independent special district created by the State of Florida in 1984 to provide public transportation services in Pinellas County. It is governed by a 15-member Board of Directors comprised nearly entirely of elected officials making PSTA’s public profile in the local media and community quite significant. With transportation funding and policies being such an active issue in the larger Tampa Bay Region, PSTA needs a strong, but efficient marketing effort to ensure its positive messages of the value of public transportation are heard. In addition to passenger fares, funding for PSTA is obtained through ad valorem property taxes, as well as state and federal grants. PSTA is considered a nationwide leader in innovation in the transportation industry, starting with being the first transit agency in the country to partner with a Transportation Network Company in 2016, followed by unveiling of the region’s first zero emission, all-electric buses, and now advancing the region’s very first rapid transit service in its history. All these successes have been accomplished despite PSTA being one of the lowest-funded, most efficient transportation systems in the U.S. This innovation success in the face of funding challenges is a key message that needs to be promoted.

A fleet of 210 buses, including 20 trolleys serve about 40 fixed routes throughout Pinellas County. Additionally, more than two dozen additional trolleys are provided through contracted operations as is a 130+ vehicle paratransit program for people with disabilities. The management staff consists of a CEO who reports to a 15-member Board of appointed elected officials from the Cities and County in Pinellas County. Seven Department Directors report to the PSTA CEO and oversee the day-to-day provision of public transportation services in Pinellas County. The CEO will oversee this contract.

Pinellas County is 280 square miles with approximately one million residents located along the west coast of Florida. While part of the larger Tampa Bay region/media market, Pinellas County is one of the nation’s primary tourist destinations with numerous top-rated beaches and resorts along its Gulf of Mexico coast. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county. This level of density and lack of undeveloped land to construct new roads highlights the need for improved public transportation services.

2. Proposal Format and Preparation

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. The Authority reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.

(b) Offerors shall submit one hard copy, appropriately marked “ORIGINAL,” and one electronic copy of the proposal. Proposals must be received in the location and before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form CS-01).

(c) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in 8 ½” by 11” format with foldouts utilized as necessary. Organization charts may be one (1) 11x17 foldout landscape. **Font size minimum 11.**

(d) To aid in the timely, effective review of all proposals, it is required that each Offeror closely follow the content requirements provided in Paragraphs 3 and 4 below.

(e) Proposals shall be typed. Proposals should be prepared as simply and economically as possible while providing straightforward, concise information of the Offeror’s capabilities to satisfy the requirements of this RFP. Fancy binding, colored displays, promotional material, etc. are neither necessary nor desired. Doubled sided printing of the original

document is preferred. Technical literature about the Offeror's experience and qualifications must be included. The emphasis should be on completeness and clarity of content. Unnecessarily elaborate proposals or lengthy presentations are not desired.

(f) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by a Offeror to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

3. Evaluation Criteria

Proposals will be evaluated based on "Technical Acceptability." A breakdown of points is provided below for 1,000 Total Maximum Points for "Technical Acceptability." All criteria are important, however, and it would be wrong to assume the criteria listed last are insignificant. In responding to Evaluation Criteria 1 to 6 below, the Offeror should organize its proposal so that the qualifications are clearly illustrated in each of the following categories.

No.	Criteria	Maximum Points
1	Cover Letter and Required Submittals	0
2	Qualifications, Experience and Background	400
3	Demonstration of Strategic Thinking and Familiarity with PSTA	300
4	Understanding/Approach to the Scope of Work	200
5	Price	100
6	Exceptions	0
Total Points		1000

Section 1 – Cover Letter and Required Submittals – (No Points)

- A.** A cover letter transmitting the proposal must be submitted and dated. The letter should describe the Offeror's interest in the contract and brief description of general approach or unique features of the Offeror or team. Provide founding date of Offeror, brief history, overall philosophy, and unique benefits/qualifications for this account.
- B.** The cover letter shall also contain the name, title, address, E-mail address, and telephone number(s) of an individual(s) with authority to bind the Offeror during the period in which PSTA is evaluating proposals.
- C.** The cover letter shall identify the legal form of the Offeror. If the Offeror is a corporation, the cover letter shall identify in which state the company was incorporated. The letter should also include a description of the Offeror. If a consortium, joint venture, or team approach is being proposed, provide the above information for all participating entities.
- D.** The cover letter shall be signed by a principal of the Offeror or other person fully authorized to act on behalf of the Offeror or team. The letter must indicate that the Offeror agrees to be bound by the contract upon award without modifications, unless mutually agreed to upon further negotiations between PSTA and the Offeror.

Section 2 – Qualifications, Experience and Background– (400 Maximum Points)

- A.** Evaluation will include an assessment of such items as history of your company or professional experience as it is related to the requirements within this RFP.
- B.** Provide a detailed description of the firm's knowledge, expertise, and capabilities in providing experience with developing effective strategic counsel, successful media strategies, crisis communication efforts, and development of messaging and communication plans.
- C.** Offeror should demonstrate they have experience in implemented billing practices and procedures per government accounting specifications.

- D. Provide a list of current relevant clients including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description, actual or capitalized billing size, areas of service and length of relationship. References should be for similar or related projects. Note clients who may be contacted.
- E. Indicate where PSTA's account would fit in the Offeror's portfolio in terms of smallest to largest accounts.
- F. Offeror should demonstrate a working knowledge of the media issues and challenges of the public transportation industry.
- G. Provide statement whether the offeror is local, national, or international. Also include the company's profile and financial information.
- H. Provide current biographies of the core team members identifying professional capabilities demonstrated in performing this type of work/services, as well as their role, years of experience and tenure.
- I. Provide a description of in-house capability, including the names of person(s) who will provide services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

Section 3 – Demonstration of Strategic Thinking and Creative Approach – (300 Maximum Points)

- A. A separate written statement describing the Offeror's strategic thinking and approach as well as samples of the Offeror's accomplishments. Information provided should include the following:
 1. Provide the strongest case histories of work that demonstrates the Offeror's experience. Include objectives and metrics of success. Include creative work samples if desired.
 2. An assessment of your understanding of our organization, our strengths and areas of opportunity and how you incorporated this knowledge into your proposal.

Section 4 – Understanding/Approach to the Scope of Work – (200 Maximum Points)

An assessment of the quality of proposed strategies, creativity, detail of plans and related items.

Section 5 – Price – (100 Maximum Points)

- Price proposals should be submitted on the Schedule form provided by the Authority. Methodologies, other than those provided in the Schedule are **highly discouraged**. Requests to modify the pricing schedule should be communicated to the Purchasing Agent specified on the solicitation cover sheet well in advance of the deadline set to receive offers, so that the Purchasing Agent may consider amending the Schedule if changing the pricing scheme is in the best interests of the Authority.
Price shall be evaluated.

Section 6 – Exceptions – (No Points)

- Exceptions to, or variances from, any portion of this RFP, including the Statement of Work (Exhibit H), Schedules, Special Provisions (Exhibit D), General Provisions (Exhibit F), the Contract (Exhibit K) etc., shall not be considered unless the Offeror specifically identifies them in this Section 6 of its proposal. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. Offerors are strongly encouraged to contact the Purchasing Agent, identified in block 3 of CS-01 form, well in advance of the deadline for receipt of offers with any proposed changes to the Authority's terms and conditions.

4. Selection Procedure

- A. The Authority's Contracting Officer will appoint an Evaluation Committee to review technical proposals and make a recommendation for contract award to PSTA's Board of Directors. Technical proposals will be evaluated by the

Evaluation Committee applying the evaluation factor(s) above. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

- B.** Proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Proposals evaluated as technically "Unacceptable" shall be rejected and will receive no further consideration for award.
- C.** The Contracting Officer shall, also, evaluate prices for proposals determined to be "Acceptable" or "Potentially Acceptable". After completing this evaluation, the Contracting Officer may:
1. Proceed directly to the PSTA Board of Directors to consider awarding a contract based on the evaluation of initial offers; or
 2. Seek clarifications and/or request the remaining Offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and may be evaluated; and/or
 3. Determine which of the remaining offers are within the competitive range and invite the Offerors in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award. Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If a Offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and may present his/her recommendation for award by PSTA's Board of Directors based upon the total points for both the technical and price components of each best and final offer. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

5. Questions Concerning the Solicitation

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the solicitation by mail, facsimile or commercial courier, at least five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach Offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Qualifications" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

6. Incorporation of Offeror's Proposal

The successful Offeror's proposal will be incorporated into the resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(LOCALLY FUNDED - REQUEST FOR PROPOSALS)

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1. Acknowledgment of Amendments to Request for Proposals

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer. The Authority must receive the acknowledgment by the time and at the place and in the manner specified for receipt of offers through <https://psta.bonfirehub.com>.

2. Award of Contract

(a) The contract for this solicitation will be awarded by PSTA's Board of Directors, in its sole and absolute discretion, to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the Authority that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.

(b) The Authority reserves the right to reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(d) The PSTA Board of Directors may award a contract based on the offer received from the highest evaluated offeror without discussion.

(e) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price

reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

3. Rights of PSTA in Solicitation Process

PSTA may investigate the qualifications of any offeror. PSTA may require confirmation of information furnished by a offeror, and require additional evidence of qualifications to perform the services described in this solicitation. In addition to any rights conveyed by Florida law, PSTA specifically reserves the right to:

- (a) Disqualify any offeror in accordance with the information contained in this solicitation
- (b) Reject any or all of the proposals, in its sole and absolute discretion
- (c) Remedy errors in the solicitation documents
- (d) Cancel the entire solicitation
- (e) Issue subsequent solicitation(s) for the same or similar services
- (f) Rank firms and negotiate with the highest ranking firm or firms, as determined by PSTA in its sole discretion
- (g) Select the proposal(s) it believes will serve the best interest of PSTA
- (h) Appoint evaluation committees to review proposals
- (i) Seek the assistance of outside technical experts to review proposals
- (j) Approve or disapprove the use of particular subcontractors and suppliers
- (k) Establish a short list of offerors eligible for discussions after review of written proposals
- (l) Solicit best and final offers (BAFO) as part of its negotiations with an offeror or multiple offerors
- (m) Determine whether or not an Offeror is a responsible offeror
- (n) Reject any part of a proposal
- (o) Negotiate with any, all, or none of the offerors
- (p) Award a contract to one or more offerors
- (q) Accept other than the lowest priced proposal
- (r) Request any necessary clarifications or proposal data without changing the terms
- (s) Disqualify offeror(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the offeror(s)
- (t) Waive any informalities or irregularities in any proposal, to the extent permitted by law

The issuance of this solicitation does not bind or commit PSTA to enter into a contract with any of the offerors and does not create any property interest or expectation of any award.

4. Cancellation of Solicitation

This solicitation may be cancelled by the Authority at any time, whether before or after receipt of offers, in accordance with the Authority's procurement policies. PSTA's Board of Directors reserves the right to reject any and all proposals in whole or in part, to reissue the solicitation, or to cancel the entire solicitation, on such basis as PSTA's Board of Directors deems to be in its best interest to do so.

5. Confidential Data

Each offeror shall clearly mark each page of its proposal that contains trade secrets or other information which the offeror believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the "Sunshine Laws"). If an offeror fails to clearly mark such information, or marks its entire proposal as a confidential trade secret, the Authority will be under no obligation to treat such information as confidential or exempt under the Sunshine Laws. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the Authority in its sole and absolute discretion and in accordance with the Florida laws, rules and regulations.

6. Discounts

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

7. Late Submissions, Modifications and Withdrawals of Offers

(a) Any offer received at <https://psta.bonfirehub.com> after the exact time specified for receipt will not be considered unless it is the only offer received and is received on the date specified for receipt of offers.

(b) Any modification of an offer is considered the new receipt of an offer and is subject to the same conditions as in subsection (a) of this provision.

(c) Offers may not be withdrawn after the deadline specified for receipt of offers.

(d) The only acceptable evidence to establish the date and time an offer was received shall be the date and time the offer was uploaded to <https://psta.bonfirehub.com> as reflected by the Bonfire service.

8. Multiple or Alternate Offers Not Accepted

(a) Definitions.

(1) "Multiple offers" means more than one offer submitted, each satisfying the specific stated requirements of the solicitation.

(2) "Alternate offers" means an offer submitted that may depart from the specific stated requirements of the solicitation.

(b) Unless otherwise specified in this solicitation, Multiple offers or Alternate offers shall not be accepted in response to this solicitation. All Multiple offers or Alternate offers shall be rejected; provided however, that if the offeror clearly identifies a primary offer, it shall be evaluated and considered for award as though it were the only offer submitted.

9. Pre-Proposal Conference and Questions Concerning the Solicitation

A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements. The date and time for such conference, if any, is set forth on CS-01 (Solicitation, Offer and Award Form) of this solicitation.

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, through <https://psta.bonfirehub.com> or by email, to the contact person identified in Block 3 of the Solicitation Offer and Award form, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority.

Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing through <https://psta.bonfirehub.com> no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to be able to be received by offerors before the offer submission due date and time and acknowledged as required by the "Acknowledgement of Amendments" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

10. Preparation of Offers

- (a) Offerors are expected to examine this entire solicitation, including any schedules, solicitation instructions, special provisions, general provisions, drawings, specifications, statements of work, and any other provisions of, and exhibits to, this solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).
- (c) Pricing shall be provided by offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any calculations of extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for property or services other than those specified in the Schedule (S-01) will not be considered unless specifically authorized in the solicitation.
- (e) The offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.
- (f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.
- (g) Offerors are responsible for all costs and expenses incurred preparing and submitting its offer, and participating in the solicitation process. PSTA shall not be responsible to any offeror for such costs.

11. Submission of Offers and Samples

- (a) Offers and modifications thereof shall be submitted via <https://psta.bonfirehub.com> as described in Exhibit B. No other format will be accepted, including but not limited to printed or hand-delivered offers, or electronic offers submitted via email or to any other internet address.
- (b) Samples of items, when required, must be delivered to PSTA's administrative offices and submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation

12. Access to Records

- (a) The offeror agrees to provide PSTA or any authorized representatives access to any books, documents, papers and records of the offeror which are directly pertinent to the contract to be awarded for the purposes of making audits, examinations, excerpts and transcriptions.
- (b) The offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The offeror agrees to maintain all books, records, accounts and reports required under the contract to be awarded for a period of not less than three (3) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case offeror agrees to maintain same until PSTA or any duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

13. Omission

Notwithstanding the provision of drawings, technical specifications or other data by PSTA, the offeror shall have the responsibility of supplying all details required to make an accurate proposal of the solutions and/or services offered even though such details may not be specifically mentioned in the specifications.

14. Code of Ethics

With respect to this solicitation, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in this solicitation or from furnishing the goods or services for which the offer is submitted and shall be further disqualified from submitting any future proposals to the Authority.

15. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as an offeror, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

16. Protest Procedures

(a) Right to Protest – Any interested party, who wishes to protest a PSTA decision or intended decision concerning a contract award, must file a written notice of protest with the CEO/ED of PSTA within seventy-two (72) hours after either the issuance of the notice of intended decision or the notice of PSTA's decision and must file a formal written protest within ten (10) days after the date of the filing of the notice of protest. For purposes of this section, "Interested Party" means a party that is an actual or prospective offeror whose direct economic interest would be affected by the award or failure to award the contract at issue, (subcontractors are excluded), who has submitted a timely proposal in response to this procurement solicitation and has a material interest in the decision being protested, who wishes to protest a PSTA decision or intended decision concerning a contract award.

The notice of protest must be signed by the person who signed the offeror's response to PSTA's procurement solicitation. The notice of protest shall state with particularity the name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party. If the notice of protest is submitted electronically, the protester must submit a hard copy to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy.

The formal written protest shall state with particularity the identity of the contact person for the protester, including name, title, address, telephone, fax, and email address; identification of the procurement; the basis of the protest, including the facts and law upon which the protest is based; a statement of the specific relief requested; and a notarized affirmation by the protester (if an individual) or by an owner or officer of the protester (if not an individual) as to the truth and accuracy of the statements made in the protest submittal; and providing any supporting documentation. If the formal written protest is submitted electronically, the protester must submit a hard copy of the executed formal written protest to PSTA's CEO/ED within twenty-four (24) hours of submitting the electronic copy unless the CEO/ED waives such requirement.

Failure to file a notice of protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest. A notice of protest or a formal written protest will be considered filed when received by PSTA's CEO. A formal written protest may be supplemented if new evidence or information becomes available to the protestor, but in no case will a supplement file more than ten (10) days after the filing of the formal written protest will be considered. All bid protests will be governed by the PSTA's Rules and Regulations.

(b) Providing a Bond – Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one (1) percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protester, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.

(c) Consideration of Protest – PSTA's CEO/ED will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections (a) and (b) of this section. When the CEO/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED shall designate a Department Director to consider the protest. The CEO/ED or his/her designee shall not consider any protest presented orally, not presented in a manner complying with subsection (a), or not presented within the time limits set forth in subsection (a). The CEO/ED or his/her designee shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO/ED's or his/her designee's decision is final. The CEO/ED or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, of PSTA's receipt of the formal written protest.

(d) Stay of Procurement During Protests – There shall be no stay of the bid process or the procurement during protests.

(e) Notice to Bidders – Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA's principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the offeror(s) whose offer(s) might become eligible for award will be requested, before expiration of the time for acceptance of their offers (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

17. Order of Precedence

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order:

- (1) the Form of Contract (Exhibit K; K-01);
- (2) Schedule (Form S-01);
- (3) Representations and Certifications (Exhibit A; Form A-02);
- (4) Any addenda issued by PSTA;
- (5) Special Solicitation Instructions and Conditions (Exhibit B; Form B-01);
- (6) Solicitation Instructions and Conditions (Exhibit C; Form C-03);
- (7) Special Provisions (Exhibit D; Form D-01);
- (8) General Provisions (Exhibit F; Form F-02); and
- (9) the Specifications or Statement of Work (Exhibit H; Form H-01);
- (10) the Solicitation, Offer, and Award Form (Form CS-01); and
- (11) Disadvantaged Business Enterprise Provisions (Exhibit G; Form G-03).

18. Lobbying

Lobbying of any PSTA Board member, officer, evaluation committee member, employee, agent or attorney by a bidder, any member of the bidder's staff, any agent or representative of the bidder, whether compensated or not, or any person employed by any legal entity affiliated with or representing the bidder shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the Pinellas Suncoast Transit Authority Board of Directors, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a bidder from contacting the purchasing division or PSTA's General Counsel to address situations such as clarification and/or questions related to the procurement process or protest. The Pinellas Suncoast Transit Authority Board of Directors, when the award of the bid is within the Board of Directors' authority, shall deem any bidder who violates the provisions of this Paragraph non-responsible and non-responsive, and the bidder's proposal or bid shall not be considered by the evaluation committee or the Board of Directors. When an award of bid is within the CEO/ED's authority, the CEO/ED shall deem any bidder who violates the provisions of this Paragraph non-responsible and non-responsive and the bidder's proposal or bid shall not be considered by the CEO/ED. For the purposes of this Paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the bidder itself, any employee of the bidder, the bidder's attorney, agent or other paid

or non-paid representative, or any person who performs such actions on behalf or at the behest of the bidder. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g. a city or Pinellas County).

EXHIBIT D
SPECIAL PROVISIONS

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1. Type of Contract

This is a fixed price indefinite quantity, indefinite delivery contract for the services specified in Exhibit H of the solicitation. The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period.

2. Term of Contract

The term of contract shall be for two (2) years from the date of the award, with three (3) one-year (1) options to follow.

3. Exercise of Option

(a) The Authority may exercise the option listed on the Schedule of this contract by written notice to the Contractor within the term of the contract. If feasible, the Authority shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.

(b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from contract award.

4. Ordering

(a) Any services to be furnished under this contract shall be obtained by the issuance of task orders. The Contracting Officer and his designated representative(s) are the only individuals with the authority to place orders against this contract.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.

(c) Orders may be issued by electronic mail with an attached order.

5. Availability of Funds

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Contracting Officer.

6. Invoicing and Payment

- (a) The Contractor may offer a discount for prompt payment.
- (b) Invoices shall be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority, and shall be submitted in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.79, Florida Statutes.. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.
- (c) Invoices shall be paid in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.79, Florida Statutes. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable at AccountsPayable@psta.net or by mail to the following address:

Pinellas Suncoast Transit Authority (PSTA)
Attn: Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716

- (d) Progress payments will be allowed where a determination of work performed can be verified by PSTA's Project Manager and where the schedule extends beyond a two-week period. PSTA reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by PSTA. If defective work cannot be cured or Contractor refuses to cure defective work upon request by PSTA within a reasonable time as specified herein, PSTA may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, PSTA has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.
- (e) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from PSTA. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of PSTA.

7. Warranty of Service

- (a) "Acceptance" as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (b) "Correction," as used in this clause, means the elimination of a defect.
- (c) Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 45 days after discovery of the defect. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Authority does not require correction or re-performance.
- (d) For a period of 180 days after the date of Acceptance by PSTA, known hereafter as the "Warranty Period", Contractor is required to correct or re-perform at no cost to the Authority, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and

charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

8. Minimum Insurance Requirements

(a) Before performing any contract work, the Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by PSTA. The policies of insurance shall be primary and written on forms acceptable to PSTA and placed with insurance companies approved and licensed by the Insurance Department in the State of Florida in accordance with all laws, and meet a minimum financial **AM Best rating** of no less than:

- "A - Excellent: FSC VII."

Insurance certificates are to be provided to the Procurement and Contracts Administration Department as part of the bid response.

(b) The following amounts and types of insurance are the minimum requirements of the Contractor. The required policies of insurance shall be performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida. PSTA reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. PSTA reserves the right to require Contractor to provide and pay for any other insurance coverage PSTA deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor. PSTA does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

(c) To document required insurance is in effect, Certificates of Insurance shall be provided to PSTA during the life of the contract or work performed. No work shall commence under the Contract unless and until the required Certificates of Insurance are provided and approved by PSTA. The required certificates shall be supplied with your proposal, on or within seven (7) calendar days of the Authority's request.

(d) Required insurance shall be documented by Certificates of Insurance which provide that PSTA will be notified at least 10 days in advance of cancellation, non-renewal or adverse changes. If notice provision is not provided by the insurance policies, Contractor is responsible for such notification directly to PSTA Procurement and Contracts Administration Department.

(e) Renewal Certificates of Insurance must be provided to PSTA at least 10 days prior to expiration of current coverages so that there shall be no interruption in the service due to lack of proof of insurance coverages required of the Contractor.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that the Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Contractor, the Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and takes over the protective measures as needed.

Should at any time the Contractor not maintain the insurance coverages required of it, PSTA may either cancel or suspend delivery of goods or services as required by Contractor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverages purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights. Contractor is responsible for providing or requiring the same insurance and conditions for any subcontractors utilized for this project.

Notices and Certificates shall be issued to:

Pinellas Suncoast Transit Authority
Attn: Procurement Department
3201 Scherer Drive North
St. Petersburg, FL 33716

(f) Except for workers' compensation coverage and professional liability coverage, the Contractor's policies shall be endorsed to name "Pinellas Suncoast Transit Authority, Board Members, Officers and Employees" as an additional insured to the extent of PSTA's interests arising from this agreement, contract or lease.

(g) The Contractor is responsible for the amount of any deductibles, self-insurance or self-insured retentions.

(h) Insurance required of the Contractor shall be considered Primary and Non-Contributory, and insurance or self-insurance retention of PSTA shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of PSTA, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

(i) Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A: Workers Compensation	Statutory benefits
Coverage B: Employers Liability	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

(j) Commercial General Liability insurance with Occurrence Form shall be maintained by the Contractor. Coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal & advertising injury, independent contractors, contractual liability covering this agreement, contract or lease, and broad form property damage with the following minimum limits:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 general aggregate (Per Job – Projects over \$100,000)
- \$1,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(k) Business Automobile Liability Insurance with Occurrence Form shall be maintained by the Contractor for the ownership, maintenance and use of all its owned, non-owned, leased or hired vehicles with limits of not less than:

- \$1,000,000 Combined Single Limit Each Accident Bodily Injury and Property Damage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Business Auto Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(l) Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of liability required, shall be follow form any underlying insurance and in compliance with underlying requirements, including Additional Insured Provisions.

OTHER PROVISIONS

Waiver of Subrogation All of Contractor/Vendor's insurance policies, except Professional Liability, will waive rights of recovery against the PSTA.

Cyber Liability

Required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security. Contractor shall maintain limits of:

- \$1,000,000 per occurrence.

If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with PSTA. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

Professional Liability/Errors & Omissions Liability

Insurance shall be maintained for professional services rendered in accordance with this contract:

- \$1,000,000 Limit Per Occurrence

Insurance will be maintained for at least two (2) years from the termination of this contract with no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, PSTA must be notified within 10 days of the change.

9. Key Personnel

The Contractor shall not remove or reassign any key personnel without submitting a written request to and obtaining written consent from the Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the Contracting Officer, remove or reassign any key personnel not acceptable to the Authority. For performance of this contract, the key personnel are those persons whose names are specified in the Offeror's proposal.

10. Contract Identification Number

The contract number shall be clearly displayed on all correspondence, invoices and submittals.

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT F
GENERAL PROVISIONS
(SERVICES CONTRACT)**

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1. Definitions

As used throughout this solicitation, the following terms shall have the meaning set forth below:

- (a) The term "Contract" means the contract to be awarded as a result of this solicitation, which shall consist of the Contract Documents as defined in Exhibit K.
- (b) The term "Contracting Officer" means the person identified on the Exhibit CS-01 (Solicitation, Offer and Award Form) to this solicitation as executing the Contract on behalf of the Authority or his/her duly appointed successor; and the term includes, except as otherwise provided in the Contract, the authorized representative of the Contracting Officer acting within the limits of his/her authority.
- (c) The term "Contract Documents" shall mean and refer to all documents defined in Exhibit K which shall include this solicitation and all schedules and exhibits attached hereto, including all duly executed and issued addenda, Contractor's Best and Final Offer (BAFO), if any, and Contractor's proposal in response to the solicitation.
- (d) The term "Contractor" shall have the same meaning as defined in the agreement (Exhibit K) to this solicitation.

2. Changes

- (a) The Contracting Officer may, at any time, by written order, make changes within the scope of the services to be performed. However, no such change shall serve to increase the maximum contract amount as approved by PSTA's CEO

(for all contracts under \$100,000) or awarded by PSTA's Board of Directors (for all contracts exceeding \$100,000) ("Contract Total"), nor to give the Contractor a claim for any compensation that would exceed the Contract Total, nor to increase the Contract term as set forth in Exhibit D. In the event any change would result in an increase in the Contract Total or Contract term, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or Contract term and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of all matters related thereto. Such notice must be submitted and approved by PSTA's Board of Directors at a duly noticed public meeting prior to performing any work contemplated by the change order. Contractor waives any claims for additional compensation or an increase of the Contract Time for any work it performs prior to approval of a change order by PSTA in accordance with this provision,

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer and no such additional costs or fees shall serve to increase the Contract Total.

3. Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform the Contract under its terms if the failure arises from a force majeure beyond the control and without the fault or negligence of the Contractor. For purposes of this section, a "Force Majeure" shall mean: (1) acts of God or of the public enemy, (2) acts of the Authority solely in either its sovereign or proprietary capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather such as hurricanes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, provided that the parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic which is ongoing as of the date of the execution of this Contract.

(b) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the schedule of services may be revised subject to all other rights of the Authority under the Contract.

(c) For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of Contractor to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a Contractor's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof).

(d) The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Contract. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Contract without penalty.

4. Examination and Retention of Records

(a) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of the Contract.

(b) If the Contractor submitted certified cost or pricing data in connection with the pricing of the Contract or if the Contractor's cost of performance is relevant to any change or modification to the Contract, the Contracting Officer shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(c) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under the Contract, except that:

- (1) if the Contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any termination and final payment; and
- (2) records which relate to appeals under the Disputes Clause of the Contract or litigation, or the settlement of claims arising out of the performance of the Contract, shall be made available until such appeals, litigation, or claims have been fully and finally resolved.

(d) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

5. Independent Contractor

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, contractors, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than the Authority and the Contractor.

6. Composition of Contractor

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

7. Subcontractors and Outside Consultants

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of the Contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

(b) The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom PSTA may have reasonable objection. A subcontractor or other person or organization identified in writing to PSTA by Contractor prior to the Notice of Award and not objected to in writing by PSTA prior to the Notice of Award will be deemed acceptable to PSTA. Acceptance of any subcontractor, other person or organization by PSTA, shall not constitute a waiver of any right of PSTA to reject defective work. If PSTA after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the contract price shall not, however, be adjusted. The Contractor shall not be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

(c) The Contractor shall be fully responsible for all acts and omissions of its/his/her subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between PSTA and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of PSTA to pay or to see to the payment of any monies except as may otherwise be required by law. PSTA may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.

(d) All work performed by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of PSTA.

8. Compliance with Public Records Law

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the Contractor on behalf of PSTA, the Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by the Contract; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion or termination of the Contract, if the Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of the Contract, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of the Contractor be transferred to PSTA, the Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of the Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, the Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by the Contract. If the Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If the Contractor keeps and maintains Public Records pursuant to (d)(ii) above, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If the Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which the Contractor is acting on behalf of PSTA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Telephone number: 727-540-1806 E-mail address: Records@psta.net
Mailing address: Attn: Public Records Department 3201 Scherer Drive N.
Saint Petersburg, Florida 33716**

9. Inspection

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Services under the Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during Contract performance and for as long afterwards as the Contract requires.

(c) The Authority has the right to inspect and test all Services called for by the Contract, to the extent practicable, at all times and places during the term of the Contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the Services do not conform with the Contract Documents, the Authority may, in addition to all other remedies available, require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Contract Total. When the defects in Services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; (2) reduce the Contract price to reflect the reduced value of the services performed; or (3) proceed with all other remedies available under the Contract Documents, at law, or in equity.

10. Notice of Labor Disputes

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

11. Licenses and Permits

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under the Contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

12. Compliance with the Law

The Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in the Contract Documents that, in any manner, could bear on the Contract or the work to be performed under the Contract. PSTA will communicate directly with Contractor's representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or any other individuals performing work under the Contract. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor of its obligations to comply with such laws fully and completely. Upon request, the Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

13. Federal, State, and Local Taxes

The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

14. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning the Contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

15. Interest of Public Officials

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in the Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of the Contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.

16. Civil Rights

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity.

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable

equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

17. Soliciting or Accepting Gifts

Pursuant to section 112.3148(3), Florida Statutes, no PSTA employee shall solicit anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

18. Prohibited Interest

No member, officer, or employee of PSTA or of a local public body during his/her tenure or two (2) years thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof, except as provided by law.

19. Termination

The Contract may be terminated with or without cause in accordance with the provisions below.

(a) Termination for Convenience: For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If PSTA terminates the Contract pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.

(b) Termination for Default: PSTA may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocurring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.

- (c) If it is later determined by the Authority that the Contractor's failure to perform is a result of Force Majeure, the Authority may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph 19(a) above.
- (d) In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, PSTA shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

20. Resolution of Contract Claims and Disputes

- (a) Claims and Disputes Authority to Resolve. All claims or disputes by the Contractor against the Authority relating to the Contract shall be submitted in writing to the designated Contracting Officer for a determination in accordance with this Section.
- (b) Definition. Claims and disputes include controversies raised by the Contractor arising under the Contract and those based upon breach of contract, mistake, misrepresentation or other cause of contract modification, termination or rescission.
- (c) Notice of Claim or Dispute. The Contractor shall submit a notice of claim or dispute to PSTA in writing within ten (10) days of issue giving rise to claim or dispute. The date of the issue shall include when the Contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.
- (d) Notice Requirements. The notice of claim or dispute shall include at a minimum:
- (1) the notice of claim or dispute shall be titled "Notice of Contract Claim" or "Notice of Contract Dispute";
 - (2) name and address of the Contractor;
 - (3) name of the attorney and firm representing Contractor, if applicable;
 - (4) identification of the Contract; and
 - (5) reason(s) for the claim or dispute.
- (e) Failure to Timely Submit Notice. Failure to submit the notice of claim or dispute within ten (10) days of the issue that gave rise to the dispute or claim will result in the claim or dispute being rejected by the Authority without further consideration. The date of the issue shall include when the Contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.
- (f) Delivery. A Notice of claim or dispute shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The Contractor is solely responsible for verifying that the notice of claim or dispute was received in a timely manner. Notice of claim or dispute should be addressed to:

Pinellas Suncoast Transit Authority
Attention: Chief Executive Officer
3201 Scherer Drive
St. Petersburg, Florida 33716

- (g) Timeline for Formal Written Claim or Dispute. The formal written claim or dispute shall be filed within seven (7) days after the date the notice of claim or dispute is timely filed. Failure to submit the formal written claim or dispute within seven (7) days will result in the claim or dispute being rejected by the Authority without further consideration.
- (h) Written Claim or Dispute Requirements. The formal written claim or dispute shall include at a minimum:
- (1) the formal written claim or dispute shall be titled "Formal Written Contract Claim or Dispute";
 - (2) name and address of the Contractor;
 - (3) name of the attorney and firm representing Contractor, if any;
 - (4) identification of the solicitation;

- (5) reason(s) for the claim or dispute;
- (6) requested relief;
- (7) the claim or dispute must demonstrate how the Contractor has been aggrieved as a result of the Authority's action or inaction and shall include the facts, argument(s), and the law upon which the claim or dispute is made;
- (8) documents to substantiate the basis or ground for the claim or dispute.
- (i) No Further Consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.
- (j) Written Determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the timely submission of the formal written claim or dispute and shall mail it to the Contractor. The decision shall state the reasons for the decision reached.
- (k) Administrative Remedies. This process is considered to be an administrative remedy and all Contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the claim or dispute.
- (l) Continue with Work. Unless otherwise directed by PSTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

21. Assignment

The terms and provisions of the Contract Documents shall be binding upon PSTA and Contractor, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. However, the rights and obligations of the Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

22. Governing Law

- (a) The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor consents to jurisdiction over it and agrees that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any state actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.
- (b) If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

23. Ownership of Information

(a) All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Contract shall be and remain the property of the PSTA and shall be delivered to PSTA upon thirty (30) days' notice from PSTA. With respect to software computer programs and/or source codes developed for PSTA, the work shall be considered "work for hire", i.e., PSTA, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of the Contract, the Contractor or subcontractor agrees to assign to PSTA all right,

title and interest in and to any copyright, and PSTA shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

(b) Should the Contractor anticipate bringing pre-existing intellectual property as part of its work under the Contract, the intellectual property must be identified in the Contractor's proposal. Otherwise, the language in the first paragraph of this section prevails. If the Contractor identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Contractor as of the effective date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Contractor. However, upon the Notice of Award, the Contractor or subcontractor shall grant PSTA a non-exclusive, royalty free license to use any of the Contractor's/subcontractor's Background IP delivered to PSTA for the purposes contemplated by the Contract.

24. Standards of Performance

The Contractor shall perform all services required by the Contract Documents in accordance with high professional standards prevailing in the Contractor's field of work.

25. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the Authority.

(b) Contractor shall not be entitled to any claim for additional compensation or damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA suspending all or any part of the work to be performed.

26. Removal of Contract Personnel

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under the Contract must perform their duties so as to not unduly impair Contract performance. By assigning a person to work under the Contract, the Contractor agrees to be responsible for the behavior of that person during Contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his/her sole discretion, to be negatively affecting performance of work under the Contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the Contract; (2) conduct which is disruptive to Contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering Contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing Contract performance, the Contractor agrees to remove that person from doing any further work on the Contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

EXHIBIT G

Small Business Enterprise (SBE) and Subcontractor Utilization Provisions (NON-FEDERALLY ASSISTED CONTRACT)

For assistance or with questions concerning the provisions in this Exhibit ONLY, contact Margarita Soto, DBE Coordinator at MSoto@psta.net.

1. Small Business Participation

There is no goal for small business participation on this contract; however, PSTA encourages prime contractors to provide contract opportunities to small businesses.

The offeror's summary of subcontractor utilization (Attachment 1) is to be submitted when the initial response to the Authority's solicitation is due, as described in section 4 below.

2. Banks and Financial Institutions

The Contractor, as defined in Exhibit K to this solicitation, is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available at <https://www.fdic.gov/regulations/resources/minority/mdi.html>.

3. Directory of DBEs

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at the Tampa International Airport. Appropriate forms to apply for DBE certification are available at <http://www.tampaairport.com/minority-and-disadvantaged-business-contracting>.

The Contractor is also encouraged to utilize the Authority's Vendor Registry to search for vendors that have registered to do business with PSTA at <https://psta.gob2g.com>.

4. Submission of Subcontractor Utilization Forms and Related Documentation

All offerors shall submit the Subcontractor Utilization form (Attachment 1 to Exhibit G) when the initial response to the Authority's solicitation is due. The offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicate that no portion is intended to be subcontracted. Any and all changes in subcontractor, subconsultant, or supplier utilization must be approved in advance by the PSTA Contracting Officer, identified in Exhibit CS-01 to this solicitation.

The Contractor must provide a copy of each subcontract agreement to the Contracting Officer for this solicitation within three (3) business days of execution and must notify the PSTA Contracting Officer for this solicitation of any change in subcontractor utilization. PSTA encourages Contractors to bring copies of subcontracts to kick-off meetings.

5. Vendor Compliance System

The Authority's Vendor Compliance System is B2Gnow, which is a web-based platform that can be accessed at the following internet address: <https://psta.gob2g.com>.

The Contractor and any subcontractors shall provide any noted and/or requested contract compliance-related information electronically in the Authority's Vendor Compliance System. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Vendor Compliance System on a regular basis to manage contract information and contract records. The Contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is up to date. The Contractor and any subcontractors, subconsultants or suppliers are required to self-report and verify prompt payment through the Authority's Vendor Compliance System.

ATTACHMENT 1 TO EXHIBIT G
(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s)/supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: _____ PSTA Solicitation # _____

Names and Addresses of SUBCONTRACTOR(s)/Subconsultant(s)	Type of Work to be Performed	✓	OWNER'S ETHNICITY & GENDER	✓	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME & ADDRESS	TYPE OF WORK		Black American		less than \$500K	
CONTACT'S NAME, PHONE, EMAIL	EIN # _____ AGE OF FIRM _____ Is this a FL UCP certified DBE? YES NO		Hispanic American		\$500K - \$2 mil	
			Native American		\$2 mil - \$5 mil	
			Subcont Asian Amer		more than \$5 mil	
			Asian Pacific American			
			Non-Minority Woman			
			Other			
Names and Addresses of SUBCONTRACTOR(s)/Subconsultant(s)	Type of Work to be Performed	✓	OWNER'S ETHNICITY & GENDER	✓	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME & ADDRESS	TYPE OF WORK		Black American		less than \$500K	
CONTACT'S NAME, PHONE, EMAIL	EIN # _____ AGE OF FIRM _____ Is this a FL UCP certified DBE? YES NO		Hispanic American		\$500K - \$2 mil	
			Native American		\$2 mil - \$5 mil	
			Subcont Asian Amer		more than \$5 mil	
			Asian Pacific American			
			Non-Minority Woman			
			Other			
Names and Addresses of SUBCONTRACTOR(s)/Subconsultant(s)	Type of Work to be Performed	✓	OWNER'S ETHNICITY & GENDER	✓	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME & ADDRESS	TYPE OF WORK		Black American		less than \$500K	
CONTACT'S NAME, PHONE, EMAIL	EIN # _____ AGE OF FIRM _____ Is this a FL UCP certified DBE? YES NO		Hispanic American		\$500K - \$2 mil	
			Native American		\$2 mil - \$5 mil	
			Subcont Asian Amer		more than \$5 mil	
			Asian Pacific American			
			Non-Minority Woman			
			Other			

The offeror does not intend to subcontract on this contract.

Name of bidder/offeror's firm: _____

Print name/title of person completing this form: _____

Signature _____ Date _____

Email _____ Phone _____

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ST. PETERSBURG, FLORIDA
EXHIBIT H
STATEMENT OF WORK**

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1. Background

The Pinellas Suncoast Transit Authority (PSTA) is a governmental organization created by the State of Florida in 1984 to provide public transportation services in Pinellas County. It is governed by a 15-member Board of Directors comprised nearly entirely by elected officials making PSTA's public profile in the local media and community quite significant. With transportation funding and policies such an active issue in the larger Tampa Bay region, PSTA needs a strong, but efficient marketing and communication effort to ensure its positive messages of the value of public transportation are heard. In addition to passenger fares, funding for PSTA is obtained through ad valorem property taxes, as well as state and federal grants. PSTA is considered a nationwide leader in innovation in the transportation industry starting with being the first transit agency in the country to partner with a Transportation Network Company in 2016, followed by unveiling of the region's first zero emission, all-electric buses, and now advancing the region's very first rapid transit service, the SunRunner Bus Rapid Transit Service in its history. All these successes have been accomplished despite PSTA being one of the lowest-funded, most efficient transportation systems in the U.S. This innovation success in the face of funding challenges is a key message that needs to be promoted.

A combined fleet of over 400 vehicles (210 directly owned buses, 9 SunRunner rapid transit buses, 20 trolley buses more than two dozen additional trolley buses and a contracted 130+ vehicle paratransit and mobility program) provides comprehensive transportation services to all regions of Pinellas County as well as service to Tampa International Airport and downtown Tampa. The management staff consists of a Chief Executive Officer and seven Department Directors including a Marketing & Communications Department which will oversee this contract.

Pinellas County is 280 square miles with approximately one million residents located along the west coast of Florida. While part of the larger Tampa Bay region/media market, Pinellas County is one of the nation's primary tourist destinations with numerous top-rated beaches and resorts along its Gulf of Mexico coast. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county. This level of density and lack of undeveloped land to construct new roads highlights the need for improved public transportation services.

2. Scope of Work

The successful Proposer will work in conjunction with the PSTA Chief Executive Officer and Marketing and Communications department to provide integrated communications services for the entire organization and will work to develop multi-platform, integrated programs to support PSTA's overall mission and goals. In addition, they will also work to increase brand recognition; strategic planning of campaigns; identify key target audiences and stakeholders; development and implementation of advertising and strategic partnership programs; promotions; ongoing data analysis and creative development and deliverables.

Strategic Communications Objectives and Strategies include but not limited to:

A. Media Relations.

1. Provide direct or indirect Communications support for all media outlets in the Tampa Bay region ensuring PSTA's Board Member priorities and strategic messages are well represented in the media.
2. Maintain strong relations with all media outlets in the greater Tampa Bay region and pro-actively create earned media placement opportunities for all PSTA activities that accurately and positively communicate PSTA's initiatives to the community.
3. Provide immediate follow-up to media inquiries.
4. Assisting with the development of press releases and other communication materials.
5. Develop short and long range written media/communications plans for key initiatives including measurable goals and reports on key milestones as the plans get implemented.

-
6. Ensure the PSTA Board Leadership and PSTA CEO's positions are accurately represented in earned media stories.
- B. Crisis Communication
 1. Provide on-site assistance to investigate and collect accurate information from PSTA employees or stakeholders.
 2. Provide assistance in responding to media inquiries and work with PSTA Board and staff leadership to develop appropriate messaging to ensure PSTA's adopted goals are communicated.
 - C. Board Member & Community Stakeholder Communications.
 1. Maintain positive, effective relationships with key leaders in the Tampa Bay Region, and specifically in both Pinellas County and Hillsborough County including with PSTA Board Members and other elected officials, Business and other Community leaders.
 2. Assist the CEO in communicating key PSTA messages to these leaders including but not limited to developing of printed materials and presentations.
 - D. Special Event Planning
 1. PSTA's aggressive communications strategy includes an average of 6-10 special events including Board Members, Federal and State Officials, and media.
 2. This Consultant is expected to assist PSTA Marketing and Communication Staff in developing these events, writing speeches, etc.
 - E. Presentation Development
 1. The Consultant will help PSTA staff develop PowerPoint presentations, one-page Legislative Briefings, social media materials, speeches, communications plans, media talking points, etc.
 2. The Consultant will prepare a detailed media and public relations plan at the beginning of each fiscal year (October 1 start) including key performance indicators to track progress on implementing the plan throughout the year. This plan will cover the entire fiscal year and will be reviewed and approved by Communications team and CEO. This plan is in addition to any requested specific initiative media plans.
 - F. Training & Development Assistance
 1. The Consultant will assist with training and development of the PSTA CEO, communications and other staff, and PSTA Board members including making contacts with key media contacts, practicing media interviews, etc. as needed.

3. Reporting Requirements

- A. Regular media monitoring reports should be provided to PSTA at no additional charge.
- B. A monthly written summary of all activities conducted on behalf of PSTA shall be provided each month along with the monthly invoice.
- C. At a minimum, the Consultant must document the completion of at least 3 meetings each month with media contacts, Board Members, stakeholders, etc. in support of the PSTA strategic initiatives.
- D. Create presentations/reports/press releases, etc. to Board Meetings and any other industry meetings, as needed.



EXHIBIT K

AGREEMENT FOR [insert description] SERVICES

THIS AGREEMENT FOR STRATEGIC COMMUNICATIONS SERVICES (“Agreement”) is made on _____, 2023, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district of the state of Florida with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, 33716 and _____ (“Contractor”), a _____ with its principal place of business located at _____ (collectively, the “Parties”).

WHEREAS, PSTA issued Solicitation No. [insert Solicitation #] for [insert description] Services on [insert date] (the “Solicitation”); and

WHEREAS, Contractor timely submitted its response to the Solicitation on or before [insert date] (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its duly held Board of Directors Meeting on _____, 2023 (the “Effective Date”) for a total amount not to exceed \$ _____ (“Contract Total”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.

2. CONTRACT DOCUMENTS. The “Contract Documents” shall mean and refer to this Agreement, the Solicitation including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), and Contractor’s Response (attached hereto as **Exhibit 2**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement takes precedence over the exhibits and any inconsistency between the exhibits attached hereto will be otherwise resolved in the following order:

Exhibit 1	Solicitation
Exhibit 2	Contractor’s Response

3. SCOPE OF SERVICES. Contractor, at the direction of PSTA, shall furnish to PSTA Strategic Communications services as described and in accordance with the specifications, tasks, and statement of work set forth in the Solicitation (the “Services”). Contractor acknowledges that it has read the specifications and understands them.

4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the Effective Date and shall remain in effect for two years and may be renewed for up to three one-year terms (each a “Renewal Term”).

5. TERMS OF PERFORMANCE.

5.01. Time for Completion. Contractor shall commence work under the Agreement immediately on the Effective Date and shall continue to provide the Services throughout the term of this Agreement, including any Renewal Terms, in accordance with the terms of this Agreement.



- 5.02. *Representatives.* Prior to the start of any ordering or supplying the Services under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who will have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor's representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority.
- 5.03. *Non-exclusive Contract.* PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest.
- 5.04. *Status Reports.* Contractor shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Contractor upon expiration or termination of this Agreement, however terminated, and any Renewal Term(s).
- 5.05. *Contractor Responsibility.* Contractor shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the Services. The Services and the work associated therewith shall be of high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor's company.
- 5.06. *Reviews.* Throughout this Agreement, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor Contractor's work completed or progress on the Services. The Parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all Parties will be notified and may participate.
- 5.07. *Compliance with Laws.* Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under this Agreement.
- 5.08. *Ownership and Use of Materials.* The Parties intend that the material produced by Contractor as part of the Services is "work for hire" as contemplated by the United States Copyright Act and is to be solely owned by PSTA. Notwithstanding the foregoing, Contractor hereby irrevocably grants and assigns to PSTA all rights, title, and interest to all materials produced by Contractor under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Contractor throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Contractor hereby grants PSTA all consent necessary to enable PSTA to exploit the material at its convenience. Contractor shall not be entitled to use the materials or any part of thereof produced under this Agreement, without PSTA's prior



written consent, which PSTA may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Contractor shall deliver to PSTA all papers and other materials related to the Services performed under this Agreement.

6. COMPENSATION. In consideration of Contractor's faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the rates and pricing set forth in Contractor's Response or Contractor's BAFO, if any. However, all payments to Contractor individually and in the aggregate shall not exceed the Contract Total. Payment shall be made only for work which is actually performed by Contractor and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15th) day of the month immediately following the month in which the work or services were performed. PSTA will make payment in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.79, Florida Statutes.

6.01. Invoices. All invoices shall be submitted in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.79, Florida Statutes, with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Contract #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716

or via electronic mail to:
AccountsPayable@psta.net

6.02. Disputed Invoices. In the event of a disputed invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

6.03. Re-procurement. Should this Agreement be terminated by PSTA for cause, or should the Contractor be unable to or refuse to supply the Services contemplated by this Agreement, Contractor shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Contractor.

7. WARRANTIES AND COVENANTS.

7.01. Patent, Trademark, Copyright, and Trade Secret. Contractor warrants that the Services, and all goods and work associated therewith, do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

- 7.02. *Covenants against Gratuities.* Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.
- 7.03. *E-Verify.* Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.
- 7.04. *Piggybacking.* Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

8. DELAY IN PERFORMANCE/FORCE MAJEURE.

- 8.01. *Time of the Essence.* The timely receipt of the Services and deliverables to PSTA is essential. If the Services are not supplied in a timely fashion in accordance with the Contract Document, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitutes elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.
- 8.02. *Unavoidable Delay.* If completion of the Services is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- 8.03. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.
- 8.04. *Notification.* Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.



- 9.01. *Claims for Damages.* Should Contractor suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within five (5) days of when Contractor knew or should have known of such injury or damage.
- 9.02. *Rights and Remedies.* The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 9.03. *Attorneys' Fees.* In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

10. INDEMNIFICATION.

10.01 *Indemnification.* The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys, of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole active negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify PSTA, is intended to nor shall it be construed as an additional waiver of sovereign immunity by PSTA beyond the PSTA's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10.02 *Control of Defense.* Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. PSTA shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor



assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11. MISCELLANEOUS PROVISIONS.

11.01 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

11.02 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:
Pinellas Suncoast Transit Authority
Attn: Brad Miller, CEO
3201 Scherer Drive
St. Petersburg, FL 33716
bmiller@psta.net

To Contractor:

With required copy to:
Alan S. Zimmet, B.C.S.
Bryant Miller Olive
One Tampa City Center
Suite 2700
Tampa, FL 33602
azimmet@bmolaw.com

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

11.03 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

11.04 Modification. The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No modification shall serve to increase the Contract Total unless such change has been approved by PSTA's Board of Directors prior to any work being performed that would serve to increase the Contract Total.



- 11.05 Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- 11.06 Authorization.* The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
- 11.07 Assignment.* The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- 11.08 Severability.* If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.
- 11.09 Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.
- 11.010 Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

By: _____
Print Name: _____
Title: _____
Duly Authorized Designee

CONTRACTOR'S WITNESS/ATTEST:

By: _____
Print Name: _____
Title: _____

PSTA:

By: _____
Brad Miller, CEO

Attest:

Rachael Cappolla, Executive Assistant

Approved as to form:

By: _____
Alan S. Zimmet, General Counsel

AMENDMENT OF SOLICITATION

1. SOLICITATION NO.: 23-320599	2. AMENDMENT NO.: #1	3. EFFECTIVE DATE: 3/7/2023	4. BRIEF SOLICITATION DESCRIPTION: Strategic Communications
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5. REVISED OFFER SUBMISSION DUE DATE AND TIME:

(Note: Unless identified below, this solicitation amendment does not change the Offer Submission Date and Time.)

The date and/or time specified for receipt of offers is changed as follows:

DATE:

TIME: AM/PM Local

6. REVISED PRE-BID/PROPOSAL CONFERENCE:

(Note: Unless identified below, this solicitation amendment does not change the Pre-Bid/Proposal Conference, if a conference is scheduled.)

The scheduled pre-bid/proposal conference is changed as follows:

DATE:

TIME: AM/PM Local

LOCATION:

7. AMENDMENT OF SOLICITATION:

The solicitation identified in Block 1, above, is hereby amended as described in Block 11, below. Except as provided herein, all other provisions of the solicitation, or as heretofore amended, remain unchanged and in full force and effect.

8. REQUIREMENT TO ACKNOWLEDGE AMENDMENT:

Offerors must acknowledge receipt of this amendment prior to the deadline specified in the solicitation for receipt of offers by one of the following methods:

- By signing this amendment in Block 9, below, and returning one signed copy.
- By acknowledging receipt of this amendment on the Solicitation, Offer and Award form (CS-01); or,
- By separate letter or telegram that includes a reference to this solicitation and amendment number.

WARNING: Failure of an offeror to acknowledge receipt of this amendment, as described herein, may result in REJECTION OF THE OFFER.

NOTE: For Invitations for Bids the terms "Offer" and Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposals or Quotation the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

9. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:

Name & Title: _____
(Print/Type)

Signed Acknowledgment: _____

Offeror: _____

Date Acknowledged: ____/____/____

10. FOR FURTHER INFORMATION CALL CONTRACTING OFFICER:

Name: David Hensler

Email: dhensler@psta.net

11. DESCRIPTION OF AMENDMENT:

REVISED EXHIBIT B – Adjusted Section 3 – Evaluation Criteria. Specifically, added in subsection #5 – Diversity, Equity, and Inclusion and Sustainability. Reorganized scoring breakdown.

EXHIBIT B
SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

Table of Contents

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1. Introduction

The Pinellas Suncoast Transit Authority (PSTA) is an independent special district created by the State of Florida in 1984 to provide public transportation services in Pinellas County. It is governed by a 15-member Board of Directors comprised nearly entirely of elected officials making PSTA’s public profile in the local media and community quite significant. With transportation funding and policies being such an active issue in the larger Tampa Bay Region, PSTA needs a strong, but efficient marketing effort to ensure its positive messages of the value of public transportation are heard. In addition to passenger fares, funding for PSTA is obtained through ad valorem property taxes, as well as state and federal grants. PSTA is considered a nationwide leader in innovation in the transportation industry, starting with being the first transit agency in the country to partner with a Transportation Network Company in 2016, followed by unveiling of the region’s first zero emission, all-electric buses, and now advancing the region’s very first rapid transit service in its history. All these successes have been accomplished despite PSTA being one of the lowest-funded, most efficient transportation systems in the U.S. This innovation success in the face of funding challenges is a key message that needs to be promoted.

A fleet of 210 buses, including 20 trolleys serve about 40 fixed routes throughout Pinellas County. Additionally, more than two dozen additional trolleys are provided through contracted operations as is a 130+ vehicle paratransit program for people with disabilities. The management staff consists of a CEO who reports to a 15-member Board of appointed elected officials from the Cities and County in Pinellas County. Seven Department Directors report to the PSTA CEO and oversee the day-to-day provision of public transportation services in Pinellas County. The CEO will oversee this contract.

Pinellas County is 280 square miles with approximately one million residents located along the west coast of Florida. While part of the larger Tampa Bay region/media market, Pinellas County is one of the nation’s primary tourist destinations with numerous top-rated beaches and resorts along its Gulf of Mexico coast. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county. This level of density and lack of undeveloped land to construct new roads highlights the need for improved public transportation services.

2. Proposal Format and Preparation

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. The Authority reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.

(b) Offerors shall submit one hard copy, appropriately marked “ORIGINAL,” and one electronic copy of the proposal. Proposals must be received in the location and before the time and date on the solicitation cover sheet (Solicitation, Offer and Award Form CS-01).

(c) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in 8 ½” by 11” format with foldouts utilized as necessary. Organization charts may be one (1) 11x17 foldout landscape. **Font size minimum 11.**

(d) To aid in the timely, effective review of all proposals, it is required that each Offeror closely follow the content requirements provided in Paragraphs 3 and 4 below.

(e) Proposals shall be typed. Proposals should be prepared as simply and economically as possible while providing straightforward, concise information of the Offeror’s capabilities to satisfy the requirements of this RFP. Fancy binding, colored displays, promotional material, etc. are neither necessary nor desired. Doubled sided printing of the original

document is preferred. Technical literature about the Offeror's experience and qualifications must be included. The emphasis should be on completeness and clarity of content. Unnecessarily elaborate proposals or lengthy presentations are not desired.

(f) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by a Offeror to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

3. Evaluation Criteria

Proposals will be evaluated based on "Technical Acceptability." A breakdown of points is provided below for 1,000 Total Maximum Points for "Technical Acceptability." All criteria are important, however, and it would be wrong to assume the criteria listed last are insignificant. In responding to Evaluation Criteria 1 to 6 below, the Offeror should organize its proposal so that the qualifications are clearly illustrated in each of the following categories.

No.	Criteria	Maximum Points
1	Cover Letter and Required Submittals	0
2	Qualifications, Experience and Background	300
3	Demonstration of Strategic Thinking and Familiarity with PSTA	300
4	Understanding/Approach to the Scope of Work	200
5	Diversity, Equity, and Inclusion & Sustainability	100
6	Price	100
7	Exceptions	0
Total Points		1000

Section 1 – Cover Letter and Required Submittals – (No Points)

- A.** A cover letter transmitting the proposal must be submitted and dated. The letter should describe the Offeror's interest in the contract and brief description of general approach or unique features of the Offeror or team. Provide founding date of Offeror, brief history, overall philosophy, and unique benefits/qualifications for this account.
- B.** The cover letter shall also contain the name, title, address, E-mail address, and telephone number(s) of an individual(s) with authority to bind the Offeror during the period in which PSTA is evaluating proposals.
- C.** The cover letter shall identify the legal form of the Offeror. If the Offeror is a corporation, the cover letter shall identify in which state the company was incorporated. The letter should also include a description of the Offeror. If a consortium, joint venture, or team approach is being proposed, provide the above information for all participating entities.
- D.** The cover letter shall be signed by a principal of the Offeror or other person fully authorized to act on behalf of the Offeror or team. The letter must indicate that the Offeror agrees to be bound by the contract upon award without modifications, unless mutually agreed to upon further negotiations between PSTA and the Offeror.

Section 2 – Qualifications, Experience and Background– (300 Maximum Points)

- A.** Evaluation will include an assessment of such items as history of your company or professional experience as it is related to the requirements within this RFP (35 Total Maximum Points).
- B.** Provide a detailed description of the firm's knowledge, expertise, and capabilities in providing experience with developing effective strategic counsel, successful media strategies, crisis communication efforts, and development of messaging and communication plans (35 Total Maximum Points).
- C.** Offeror should demonstrate they have experience in implemented billing practices and procedures per government accounting specifications (35 Total Maximum Points).

- D. Provide a list of current relevant clients including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description, actual or capitalized billing size, areas of service and length of relationship. References should be for similar or related projects. Note clients who may be contacted (35 Total Maximum Points).
- E. Indicate where PSTA's account would fit in the Offeror's portfolio in terms of smallest to largest accounts (20 Total Maximum Points).
- F. Offeror should demonstrate a working knowledge of the media issues and challenges of the public transportation industry (35 Total Maximum Points).
- G. Provide statement whether the offeror is local, national, or international. Also include the company's profile and financial information (35 Total Maximum Points).
- H. Provide current biographies of the core team members identifying professional capabilities demonstrated in performing this type of work/services, as well as their role, years of experience and tenure (35 Total Maximum Points).
- I. Provide a description of in-house capability, including the names of person(s) who will provide services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services (35 Total Maximum Points).

Section 3 – Demonstration of Strategic Thinking and Creative Approach – (300 Maximum Points)

- A. A separate written statement describing the Offeror's strategic thinking and approach as well as samples of the Offeror's accomplishments. Information provided should include the following:
 1. Provide the strongest case histories of work that demonstrates the Offeror's experience. Include objectives and metrics of success. Include creative work samples if desired (150 Total Maximum Points).
 2. An assessment of your understanding of our organization, our strengths and areas of opportunity and how you incorporated this knowledge into your proposal (150 Total Maximum Points).

Section 4 – Understanding/Approach to the Scope of Work – (200 Maximum Points)

- A. An assessment of the quality of proposed strategies, creativity, detail of plans and related items (200 Total Maximum Points).

Section 5 – Diversity, Equity, and Inclusion & Sustainability (100 Total Maximum Points):

- A. Innovative ideas or unique concepts used during the execution of a similar project, and/or contract.
 1. Describe three significant and specific examples of Offeror's activities designed to build diversity and inclusion in your workplace. Include copies of all signed pledges and certifications Offeror has received to achieve a DEI & Sustainable workplace. (50 Total Maximum Points).
 2. Identify how Offeror will incorporate diverse workers into this project and list any pertinent training provided to these workers. (50 Total Maximum Points)

Section 6 – Price – (100 Maximum Points)

- A. Price proposals should be submitted on the Schedule form provided by the Authority. Methodologies, other than those provided in the Schedule are highly discouraged. Requests to modify the pricing schedule should be communicated to the Purchasing Agent specified on the solicitation cover sheet well in advance of the deadline set to receive offers, so that the Purchasing Agent may consider amending the Schedule if changing the pricing scheme is in the best interests of the Authority.

Price shall be evaluated (100 Total Maximum Points).

Section 7 – Exceptions – (No Points)

- A. Exceptions to, or variances from, any portion of this RFP, including the Statement of Work (Exhibit H), Schedules, Special Provisions (Exhibit D), General Provisions (Exhibit F), the Contract (Exhibit K) etc., shall not be considered unless the Offeror specifically identifies them in this Section 6 of its proposal. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. Offerors are strongly encouraged to contact the Purchasing Agent, identified in block 3 of CS-01 form, well in advance of the deadline for receipt of offers with any proposed changes to the Authority's terms and conditions.

4. Selection Procedure

A. The Authority's Contracting Officer will appoint an Evaluation Committee to review technical proposals and make a recommendation for contract award to PSTA's Board of Directors. Technical proposals will be evaluated by the Evaluation Committee applying the evaluation factor(s) above. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

B. Proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Proposals evaluated as technically "Unacceptable" shall be rejected and will receive no further consideration for award.

C. The Contracting Officer shall, also, evaluate prices for proposals determined to be "Acceptable" or "Potentially Acceptable". After completing this evaluation, the Contracting Officer may:

1. Proceed directly to the PSTA Board of Directors to consider awarding a contract based on the evaluation of initial offers; or
2. Seek clarifications and/or request the remaining Offerors to make oral presentations concerning their technical proposals. If oral presentations are required, the Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall be used to clarify written proposals and may be evaluated; and/or
3. Determine which of the remaining offers are within the competitive range and invite the Offerors in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award. Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of "best and final offers." If a Offeror chooses not to submit a best and final offer, its initial proposal (including price) will be considered its "best and final offer." After the date and time set for receipt of best and final offers the Contracting Officer will evaluate the best and final offers and may present his/her recommendation for award by PSTA's Board of Directors based upon the total points for both the technical and price components of each best and final offer. The ultimate decision on the contract award shall be made by PSTA's Board of Directors in its sole and absolute discretion.

5. Questions Concerning the Solicitation

Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the solicitation by mail, facsimile or commercial courier, at least five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach Offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Qualifications" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

6. Incorporation of Offeror's Proposal

The successful Offeror's proposal will be incorporated into the resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable.

RFP 23-320599 Strategic Communications - Addendum 2

	Addendum	VENDOR QUESTIONS	PSTA RESPONSE
1	2	<p>Q. On page 1 of 4, submittal instructions state to, “submit one hard copy, appropriately marked “ORIGINAL,” and one electronic copy of the proposal.” However on page 4 of 7 under “Submissions of Offers and Samples,” It states that, “Offers and modifications thereof shall be submitted via https://psta.bonfirehub.com as described in Exhibit B. No other format will be accepted, including but not limited to printed or hand-delivered offers, or electronic offers submitted via email or to any other internet address.”</p> <p>It appears that you require both hard copy and electronic submission, while rejecting hand-delivered (hard copy) submissions.</p> <p>Can you clarify how you expect the proposals to be submitted</p>	<p>A. No hard copy is required to be submitted - only submissions via the Bonfire platform will be accepted.</p>
2	2	<p>Q. The RFP requests a 5-year fee schedule. Can you either disclose the available budget for services, or can you make the previous fee schedule provided by the previous firm available?</p>	<p>A. The budgeted amount is \$300,000 for the lifetime of the contract.</p>
3	2	<p>Q. Was the call recorded and can we get a copy to see what we may have missed?</p>	<p>A. Unfortunately, due to an administrative oversight, the conference was not recorded.</p>

4. PSTA Contract with Catalyst Communications



Pinellas Suncoast Transit Authority Requisition

00013445

PO # 10047020-000

Date Ordered 5/5/2026

Date Wanted 5/7/2026

From PRESTON T. RUDIE
3807 W Barcelona St
TAMPA, FL 33629-

Phone

Fax

Ship To PINELLAS SUNCOAST TRANSIT AUTHORITY
3101 SCHERER DRIVE N
ST PETERSBURG, FL 33716-1004

Phone (727) 540-1800

Fax (727) 540-0681

Terms NET30

Ship Via BESTWAY

Fob DESTINATION

Contract # C-23-MK-025

Department EXECU

Location 1

Req # 000000000058

Special Instructions preston@catalystcommunicationsgroup.com

Line	Quantity	Description	UM	Unit Cost	Total
1	78000.00	Strategic Communication	EA	1.000000	\$78,000.00
		Media Relations			
		Posting Div 22		Account 5030316022	
		Option 2 Year 4 Term is 05/24/2026 - 05/23/2027			

Non Taxable \$78,000.00
Total \$78,000.00
Net Due \$78,000.00

Contract Specialist EDITH RANDLE

Date: 5/5/2026

Director of Procurement ALVIN BURNS

Alvin R. Burns Jr

Date: 5/8/2026

Chief Executive Officer BRAD MILLER

Signed by:

 BB975E87FE1D484...

Date: 5/8/2026

Bill To PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE N ST PETERSBURG, FL 33716-1004

Disclaimer:

This PSTA Purchase Order confirms the specified goods/services at stated prices. Supplier must immediately report any errors to PSTA's Director of Procurement or designee, or be deemed to accept the order's terms, including errors.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) RFP-23-320599

SCHEDULE

CAUTION: A false statement in any offer submitted to PSTA may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.

The rates include all costs that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pick-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

BASE TERM -YEAR ONE & TWO YEAR

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
1	Strategic Communications	\$6,000/Month	\$72,000
			Total \$ \$72,000

OPTION ONE - YEAR THREE

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
2	Strategic Communications	\$6,500/Month	\$78,000
			Total \$ \$78,000

OPTION TWO - YEAR FOUR

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
3	Strategic Communications	\$6,500/Month	\$78,000
			Total \$ \$78,000

OPTION THREE - YEAR FIVE

Line Item	Description	Flat Fee Retainer/Month	Annual Services Not To Exceed
4	Strategic Communications	\$7,000/Month	\$84,000
			Total \$ \$84,000

Note: PSTA will not pay commission. Annual fees for the services outlined in this RFP shall be exclusive of a Strategic Communication costs. Pre-approved expenses paid to other vendors for materials and/or services that are required in the performanc eof this contract will be reimbursed at cost with no mark-up.

TOTAL PRICE OFFER --> **\$384,000**

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:

Preston Rudie

Name

President & CEO

Title



Signature of Offeror's Representative

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) INCLUDING THE ORDERS ENCLOSED. WHEN BID, PROPOSAL, CONTRACT TERMS, OR CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID, PROPOSAL, OR CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. This is a formal Purchase Order executed by PSTA to purchase the goods and/or services specified at the prices stated. Supplier is required to immediately report errors to PSTA's Director of Procurement or designee listed on the purchase order to request a correction to the purchase order. If Supplier fails to report any errors to PSTA's Director of Procurement, then it shall have been deemed to accept the terms with any such errors.
2. Changed or altered cost of goods/services may result in a return or cancellation at the Supplier's expense if delivered without prior approval of the Director of Procurement or designee.
3. PSTA is Tax Exempt. Please contact the Director of Procurement for PSTA's tax exemption certificate.
4. **All invoices shall contain the purchase order number, and/or contract number, Supplier's name, phone number, quantities, item descriptions, units of measure and be addressed to:**
Pinellas Suncoast Transit Authority
Attention: Finance
Department/Accounts Payable
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail:
Accountspayable@psta.net
PSTA shall pay from invoices only and not statements. If Supplier's invoice lists any freight or cartage charges, such invoice must attach all of Supplier's receipts for transportation bills.
5. All shipments must be received by PSTA within 30 days from receipt of this purchase order unless otherwise specified. If unable to deliver by the date specified on the front of the Purchase Order, Supplier must contact the Director of Procurement or designee immediately.
6. Electronic transmittal of this purchase order, by facsimile machine, email, or other means, shall have the legal significance of a duly executed original delivered to the Supplier.
7. Delivery: Time is of the essence for delivery of goods and/or services under this Purchase Order. Delivery is to be made to "Ship To" location shown on the face of this Purchase Order. All shipments are to be made F.O.B. Destination, freight prepaid, to receiving point as specified on the purchase order, unless otherwise indicated on the order. PSTA reserves the right to cancel this order, or any unfilled portion for shipments not received as specified. PSTA is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40" x 48" pallet. Suppliers shall include a packing list showing contents of shipment if shipment is made in two or more containers. No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless and specifically authorized in writing by PSTA on the face of this Purchase Order. The risk of loss or damage to leased equipment, goods, or property shall not transfer to PSTA except as expressly provided in Florida Statutes Section 680.219.
8. Marking: Include packing list in each shipment. Packing list must clearly show PSTA purchase order number, contents, and shipper's name and address; mark packing list and on invoice covering final shipment "Order Completed". Supplier's failure to show, on bill of lading, express receipt, or package, the marking as specified above will obligate the Supplier to pay any extra costs incurred including drayage or demurrage.
9. Receiving Hours: Shipments to PSTA facilities receiving hours are from 7:30 a.m. to 3:30 p.m., Mondays through Fridays, excluding PSTA holidays.
10. Payment: PSTA complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is net 45 days from the date of properly received invoice. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on unpaid balance.
11. Discounts. In connection with any discount offered for prompt payment, time will be computed from date of delivery of the supplies to the carrier, when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by PSTA, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check by PSTA.
12. Authorization: PSTA shall assume no liability or obligation to pay for delivered goods/services without a valid purchase order signed by the Director of Procurement and for purchases exceeding \$25,000, co-signed by PSTA's CEO.
13. Specifications: Any product/service specifications in the associated bid documents and all items attached hereto are hereby made a part hereof as if fully set forth herein. All materials furnished must conform to PSTA specifications, where indicated.

- There will be no substitutions to requested goods/services without prior approval of the Director of Procurement.
14. **Warranty:** The Supplier expressly warrants all articles and materials covered by this order to be of the quality, quantity, size, description, and dimension specified and free from all defects including latent defects. Such warranty shall survive delivery and not be deemed waived by acceptance of receipt, or payment of goods/services. Any manufacturer's warranty on any goods shall be provided by Supplier to PSTA.
 15. **Inspection Acceptance of Goods:** Goods and/or services are subject to PSTA inspection and approval at a reasonable time post-delivery. PSTA may return materials not meeting specifications (including over-shipments) at the Supplier's expense and risk. PSTA will notify Supplier of failure. Return authorizations for goods and/or services not received within 30 days will deem such goods and/or services donations to PSTA.
 16. **Cost of Inspecting or Testing:** Supplier will pay for cost of inspection or testing of property that does not meet specifications. There shall be no replacement of returned or rejected goods/services without prior approval by the Director of Procurement or designee. PSTA may return any goods that differ from provided samples, inferior quality, inferior workmanship, or decreased function.
 17. **Default:** In the case of a Supplier default, PSTA may procure the goods and/or services from other sources. Supplier shall be responsible for any increase in the cost of the good and/or services purchased by PSTA from other sources. PSTA may deduct this amount from any monies due, or that may become due, to the Supplier.
 18. **Contract:** This purchase order, PSTA's bid documents and Supplier's proposal shall constitute, (a) a binding contract on the terms set forth, and (b) shall constitute the entire contract between PSTA and the Supplier. In the case of any ambiguities or conflicts between these documents, PSTA's bid documents, including exhibits, will control, followed in precedence by this Purchase Order and then Supplier's response.
 19. The Parties recognize that Supplier is an independent contractor. Supplier agrees to assume liability for and indemnify, hold harmless, and defend the PSTA, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the PSTA, its commissioners, mayor, officers, employees, agents and attorneys. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by the PSTA, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Supplier against the PSTA, and Supplier hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the PSTA may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.
 20. Suppliers warrants that all goods and services do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Purchase Order.
 21. **Public Entity Crimes:** Supplier certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).
 22. **Fair Labor Standards Act – "Hot Goods":** Supplier certifies, by acceptance of a bid/proposal/contract, or purchase order, that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
 23. In connection with the Purchase Order, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of this Purchase Order, the following insurance coverage:
 - a. A policy of workers' compensation insurance, in amounts required by law, covering all officers and employees of Supplier who are in any way engaged in or connected with the Purchase Order, and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars

(\$500,000.00). Supplier shall require its agents, sub-contractors, who are in any way engaged in or connected with the Purchase Order, to maintain the same insurance as required herein of Supplier.

b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury, and products completed operations coverage, affording protection in an amount of not less than Two Million Dollars (\$2,000,000.00) per incident and in the aggregate, with respect to personal injury, death, or damage to property.

c. If this Purchase Order contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) in the aggregate.

d. A policy of comprehensive automobile liability insurance covering the operation of all motor vehicles used by Supplier or its agents in connection with this Purchase Order, affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit with respect to personal injury, death, or damage to property.

e. Each insurance policy required by this Purchase Order shall be endorsed to state that no material alteration or cancelation, including expiration and non-renewal of coverage, shall be effective until after thirty (30) days prior written notice has been given to: PSTA Attn: Finance Division, 3201 Scherer Drive, St. Petersburg, FL 33716. Failure to maintain a current Certificate of Insurance on file with PSTA will be grounds for withholding or rejecting payment of invoices. Notwithstanding the prior submission of a Certificate of Insurance, if requested by PSTA, the Supplier shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified complete copy of the policies providing the coverage required. Supplier shall name PSTA and its Board of Directors as additional insured to Supplier's general liability insurance for the duration of this Agreement. PSTA has the right to deviate from any of the above insurance requirements, if PSTA at PSTA's sole discretion decides to do so. If PSTA decides to deviate from the above noted insurance requirements, PSTA will inform the Supplier in writing in those particular circumstances. Unless PSTA notifies a Supplier in writing that PSTA is willing to deviate from the insurance requirements noted about, all of the above insurance requirements shall apply to the Supplier. In addition to the general liability insurance required above, Supplier shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws and regulations, that a minimum cover the Supplier's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 37 shall cover all employees engaged in any work as part of this Agreement. If Supplier operates any vehicles as part of performing this Agreement, Supplier shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance

that covers the Supplier's (or subcontractor's) exposure in performing this Agreement

24. In the event of a conflict or inconsistency between this Purchase Order and the provisions of attached documents, the order of priority is: the finalized contract that has been reviewed and approved by PSTA and signed by PSTA's CEO, PSTA RFX (if applicable), this Purchase Order; any other documents executed by PSTA, and then Supplier's proposal.

25. Supplier certifies that its directors and/or principal officers are not employed and/or affiliated with PSTA. Neither party shall be required to perform under this Purchase Order or any attachments or addenda hereto executed by PSTA's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control.

26. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Supplier on behalf of the PSTA, Supplier shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA's custodian of public records, provide the PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Supplier does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Supplier be transferred to the PSTA, Supplier shall transfer, at no cost, to the PSTA, all Public Records in possession of Supplier within thirty (30) days of such request or (ii) if no such request is made by the PSTA, Supplier shall keep and maintain the Public Records required by the PSTA to perform the work contemplated by this Agreement. If Supplier transfers all Public Records to the PSTA pursuant to (d)(i) above, Supplier shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the PSTA and provide the PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Supplier keeps and maintains Public Records pursuant to (d)(ii) above, Supplier shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the PSTA, upon request from the PSTA's custodian of public records, in a format that is compatible with the information technology of the PSTA. If Supplier does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable

amount of time, the PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Supplier is acting on behalf of the PSTA.

27.

IF THE SUPPLIER 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: 727-540-1806

E-mail address: records@psta.net

Mailing address: 3201 Scherer Drive, St. Petersburg, FL 33716

- 28. In the event the PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Purchase Order, the PSTA shall notify Supplier of such occurrence and this Purchase Order shall terminate on the last day of the current fiscal period without any penalty or expense to the PSTA.
- 29. Under no circumstances shall the Supplier assign to a third party any right or obligation of the Supplier pursuant to this Purchase Order without the prior written consent of PSTA. No failure or delay by PSTA to insist on the strict performance of any term of this Purchase Order, or to exercise any right or remedy consequent to any breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.
- 30. Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party. Nothing contained in this Purchase Order shall be construed to create a joint venture, partnership, or other like relationship between the parties.
- 31. Supplier shall supply a Safety Data Sheet with each initial delivery of any materials defined by the State of Florida of the Federal Government as being toxic or harmful.
- 32. If the box is checked, this is a federally funded project and all FTA required terms and conditions as set forth in FTA Circular 4220.1G are fully incorporated herein by reference, and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract.
- 33. Supplier agrees to comply with all applicable federal, state, and local laws.
- 34. PSTA shall have the right to unilaterally terminate this Purchase Order with the Supplier without cause or penalty upon 30 days’ prior written notice to Supplier.

- 35. Smoke-Free Policy: PSTA prohibits smoking on all PSTA owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its employees and the public.
- 36. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Division.

THE SUPPLIER AGREES THAT ANY DELIVERY MADE BECAUSE OF THIS PURCHASE ORDER SHALL INDICATE HIS/HER ACKNOWLEDGMENT OF THIS ORDER AND ACCEPTANCE OF ALL TERMS AND CONDITIONS EXACTLY AS WRITTEN HEREIN.

5. Catalyst Communications Proposal for PSTA

Catalyst

COMMUNICATIONS GROUP



PSTA Strategic Communications

RFP 23-320599

Pinellas Suncoast Transit Authority
Attn: Procurement Department, RFP-23-320599
3201 Scherer Drive
St. Petersburg, FL 33716

March 28, 2023

Greetings,

Enclosed please find Catalyst Communications Group's bid proposal for the strategic communications contract, RFP-23-320599, offered by PSTA.

For nearly four years, Catalyst has provided these services for PSTA and helped elevate PSTA's brand to be widely viewed as the leading transit agency in Tampa Bay and Florida. Our successes covered a variety of areas, from strategic communications to crisis management, from brand management to insightful analysis of transit policy and shifting political landscapes. The results of our efforts reflect the value of Catalyst's unparalleled relationships with Tampa Bay media, policymakers and community leaders.

For example, Catalyst helped successfully launch Tampa Bay's first bus rapid transit service, SunRunner. We helped PSTA navigate difficult issues such as calls for added driver security and pay raises. We led communication efforts on other specific topics such as bus-on-shoulder. When PSTA experienced a shortage of drivers, Catalyst proposed an event involving reporters driving buses and interviewing drivers.

Beyond specific issues, Catalyst strengthened PSTA's authoritative voice on broader topics. PSTA is now a thought leader on sustainability, from environmental sustainability to economic sustainability. Catalyst is uniquely positioned to achieve these broader successes with our extensive experience in public policy, strong writing skills and excellent relationships with the media.

Many of Catalyst's successes for PSTA can be measured. Over the four years, our team efforts have produced nearly 3,500 PSTA related stories with a total earned media value of more than \$80 million. In fact, each year we have worked together we have increased the earned media for PSTA, from \$2.54 million in year one to \$47.7 million over the last 12 months. Additionally, our joint work has helped make SunRunner so popular that there are efforts to keep it fare-free, and job applications for bus drivers at one point quadrupled due to our collaboration. While it cannot be defined by a single statistic, Catalyst clearly has helped raise PSTA's profile and its favorable standing among community leaders and the general public. Bottom line: This is a relationship that works.

Looking ahead, Catalyst's expertise will help PSTA build on its accomplishments and meet its ongoing challenges. Those include ensuring SunRunner's sustained success, building a new Clearwater transit center, addressing legislation that could lead to a merger, coping with funding issues, and navigating an evolving political landscape.

Catalyst is a trusted voice with more than 100 years of combined communications and consulting experience. PSTA's mission and commitment to the community align with our values, and we work well together in a collaborative fashion. Catalyst will remain available any day, at any hour, to serve PSTA – and we will continue to provide added value beyond traditional communications services.

We are well-versed and well-connected in the transit policy arena, and we have a deep understanding of the ever-changing political and media landscapes transit has to navigate.

Founded in January 2017, Catalyst Communications Group is an S Corp and Small Business Enterprise based in Florida. Our team is now comprised of eight highly skilled professionals, and we are selective about whom we take on as clients.

If awarded the strategic communications contract, Catalyst agrees to be bound by the agreement upon receiving the reward without modifications, unless mutually agreed to upon further negotiations between our firm and PSTA. Thank you for your consideration, and do not hesitate to reach out with further questions.



Preston Rudie
CEO/Founder, Catalyst Communications Group
3807 W Barcelona St.
Tampa, FL 33629
727.580.0263 / preston@catalystcommunicationsgroup.com

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Qualifications, Experience and Background

Overview

Catalyst Communications Group is a Tampa-based boutique media relations consulting firm offering a comprehensive suite of services for clients seeking representation at the local, state and national levels. Unlike others, the Catalyst team brings more than a century of experience working both in the news media as journalists and with media outlets as public relations directors. That critical experience gives Catalyst the unique insight and understanding of what news outlets want and need when considering or pursuing a story. Additionally, the relationships Catalyst has built with reporters and producers around the country help clients achieve greater success. Catalyst focuses on achieving results by specializing in:

- Media Relations
- Crisis Management
- Public Policy
- Messaging Strategy
- Government Affairs
- Internal Communications
- Speech Writing
- Op-Ed Columns
- Media Training
- Social Media

Experience and Expertise

Catalyst Communications Group was founded in January 2017 by Preston Rudie and has grown to an eight-person team of highly capable and skilled media relations professionals. As CEO, Preston leads all day-to-day operations and oversees strategic communications, leveraging his more than 25 years of experience in media, public relations and communications. With a combined 29 Emmy awards and a national Pulitzer Prize, Preston and the Catalyst team have a wealth of knowledge regarding how the media operates, audiences respond to messages, leaders engage with the community -- and how to get it all done on tight deadlines. That communications savvy is one of the critical assets we offer our clients. Catalyst has worked with entities large and small to help elevate their profile, improve their relationships with the media and refine their voice and message.



Strategic Counsel in Media and Public Affairs

Potentially the most valuable service Catalyst offers its clients is strategic counsel regarding dealing with the media and broader messaging on particular issues, projects or initiatives regardless of the audience. Catalyst's team delivers strategic guidance and insight — drawn from its team members' backgrounds as senior leaders in business, government and the nonprofit sector, advising clients on difficult decisions and helping them successfully navigate any challenging situation.

With decades of experience working in journalism, coupled with time in congressional communications and working on political campaigns, Catalyst can often accurately anticipate how events will unfold. We know the players and the landscape, and we know our clients well. That enables us to take the right steps to head off a crisis or capitalize on an emerging opportunity.

Clients ranging from current elected officials and public agencies to private-sector leaders and nonprofit CEOs have all come to rely on Catalyst for strategic advice to achieve their desired goals.

Case Study: PSTA

Catalyst regularly meets and talks with PSTA CEO Brad Miller and the authority's internal communications team to shape media and public messaging strategy on a broad range of issues. Those issues have included the pandemic, an innovative bus-on-shoulder lane project on I-275 in St. Petersburg, union negotiations, automated vehicle pilot projects in St. Petersburg and Dunedin, the land swap in Clearwater for a much-needed transit center, the conversion to all-electric buses, financial disputes with

vendors, and the region's first bus rapid transit line from downtown St. Petersburg to St. Pete Beach that opened with widespread praise in 2022.

PSTA's resulting approaches to these topics have positioned the agency in the eyes of the public and local leaders as a nimble, well-run organization, and a trailblazer on transportation and safety issues with a voice that is respected across the Tampa Bay region.



Media Strategy

Our exceptional relationships with every Tampa Bay newsroom and our extensive experience as journalists allow Catalyst's team members to craft an ideal media strategy based on our clients' specific goals. At Catalyst, we excel in understanding how our clients operate and the objectives they are working to accomplish. That understanding lets us move far beyond simple cookie-cutter press releases to a true media strategy. From Florida's largest newspapers to neighborhood email newsletters, each outlet may have a role to play in delivering your message — and Catalyst has the connections and knowledge to engage the appropriate outlets to achieve our clients' goals.

We routinely text, call and meet in person with leaders and staff from Tampa Bay's large-circulation newspaper, regional papers, papers that serve Black and Hispanic communities, business news organizations, and digital-only outlets that tend to reach younger tech-savvy readers. Our team includes the *Tampa Bay Times*' former editor of editorials and maintains strong contacts with editorial leaders; when our clients submit op-ed columns or engage with editorial boards, the preparation we provide is

second-to-none. We are connected through friends and former colleagues to every Tampa Bay television station newsroom — both English and Spanish language stations — as well as local news radio stations.

Beyond Tampa Bay, we bring relationships with statewide media, the capitol press corps in Tallahassee, The Associated Press and national outlets. When PSTA needs to speak up on a proposed policy or statewide issue, Catalyst’s connections in Tampa Bay, Tallahassee and beyond ensure we reach the right audience.



Case Study: Ocean Conservancy

During the 2021 holiday season, the Catalyst team stepped in to work with Ocean Conservancy — the nation’s oldest marine conservation nonprofit — on the group’s long-running but unsuccessful effort to ban smoking and cigarette butts at Florida public beaches and parks. We took a strategic approach to elevating the issue’s profile statewide by leveraging striking imagery in new ways.

We pushed to the forefront discomfoting photos of marine animals trying to eat cigarette butts, and we created another memorable scene to sear into viewers' minds: Our team found a local artist who created giant cigarette butt sculptures as a visual way to draw attention to the problem. Our team temporarily placed the sculptures into the sand at one of Sarasota's most beautiful beaches and called a news conference with State Sen. Joe Gruters, the sponsor of a bill that would enable local communities to ban beach smoking.



Before any press event, our team not only emails press advisories and releases but personally calls newsrooms to encourage more coverage. At Ocean Conservancy's news conference, all seven area TV stations — WFLA, Bay News 9, WTSP, WFTS, WTVT, WWSB and SNN — attended the event. That resulted in 59 stories on broadcast media and 19 stories online, reaching more than 12.6 million people across the United States in just seven days.

Catalyst drafted an op-ed column for the Sarasota *Herald-Tribune* and synced its publication with the press conference.

[Let's get serious about keeping cigarette butts off Florida's beaches \(heraldtribune.com\)](http://heraldtribune.com)

The combined coverage, with photos and video of the unsettling larger-than-life cigarette sculpture, swept the issue around the state, with opinion columns and news coverage in markets across Florida. Catalyst continued to strategically pitch stories and op-eds throughout the coming months, ultimately contributing to the breakthrough Ocean Conservancy had sought for years: the Florida Legislature approved Sen. Gruters' bill, allowing communities to ban smoking on beaches and in parks, and Gov. Ron DeSantis signed it into law.



Crisis Communications

The Catalyst Communications Group has extensive experience in both the public and private sectors in quickly and responsibly responding to emergency situations. That experience includes drafting prompt responses for use on social media, print and television by leaders at the federal, state and local levels to immediate crises. It also includes dealing directly with media inquiries for public and private sector clients, as well as developing and delivering longer strategic responses to critical situations that play out over days or weeks.

During their careers as executives with the City of Tampa, Hillsborough County Public Schools and the Hillsborough State Attorney's Office, members of the Catalyst team have held key public-facing roles in updating the community by social media and traditional media on urgent ongoing events such as hurricanes, school lockdowns, arrested employees, tragic accidents and the community terror of the Seminole Heights serial killer. All of these skills will come to bear for PSTA during and after any crisis.

Catalyst also provides a unique benefit *before* any emergency. Our experience allows us to identify positive news stories happening within PSTA and get them in the media before any crisis. This positive exposure builds a reservoir of public goodwill that proves especially valuable when a crisis arrives.

Case Study: Port Tampa Bay

When Port Tampa Bay leadership came under fire in 2017 for its spending and lack of transparency, Catalyst was hired to help handle a crisis that ultimately caught the attention of the Florida House speaker and the governor. Catalyst handled all media requests, provided a steady hand and counsel, assisted Port Tampa Bay's legal department with all public records requests, drafted talking points and ultimately developed and drafted new policies and procedures for expense reporting and procurement which the Port's board of directors adopted. The policies included guidelines on limits and restrictions on client entertainment as well as travel and other business recruitment expenses. The ability to develop these policies and procedures with Port Tampa Bay senior management underscores the teamwork approach that guides Catalyst. The changes instituted by the Port made the agency a better steward of taxpayer dollars.

[New major policy changes at Port Tampa Bay \(abcactionnews.com\)](http://abcactionnews.com)

Case Study: PSTA

Catalyst has helped provide guidance to PSTA during multiple crises and potential crises, producing positive results. In one example, in 2019, PSTA drivers demanded more protection after a bus driver in Hillsborough County was stabbed and killed on a bus. Catalyst worked with news media and produced positive news reports that PSTA managers met with drivers to hear their concerns and were discussing several options to improve safety. Within days, we worked with PSTA staff to produce a news release and coordinate news stories that announced that all 210 PSTA buses would be outfitted with safety barriers. PSTA became the first transit agency in Florida to make that commitment, underscoring the importance of placing the safety of PSTA staff first. Our team is skilled at turning a crisis into an opportunity for transparency and positive coverage by getting out in front of the issue.

[PSTA approves new safety barriers on all buses to protect drivers \(abcactionnews.com\)](http://abcactionnews.com)

[PSTA will install safety barriers after deadly attack on HART driver | wtsp.com](http://wtsp.com)

[PSTA announces new safety barriers for bus drivers \(wfla.com\)](http://wfla.com)

Case Study: Hillsborough County Public Schools

Facing rising anger from parents and the public as air conditioning systems shut down in schools across the county in 2018, a member of Catalyst's team built a case within the district's leadership to reverse course on the district's initial "it's not that bad" messaging and embrace a new strategy. With a news conference held inside the district's air conditioning repair shop, administrators leaned into the idea message that the situation was unacceptable. Backed up by fact sheets and visual aids, they laid out how Florida's inadequate education funding had created this crisis while local resources were being used in unprecedented ways to patch and fix it. Our plan followed this reframing of the issue with multiple individual news stories, op-ed columns and major media events in the following months — building the public case for the eventual half-penny sales tax referendum that voters approved to finally deliver the funding needed to resolve the air conditioning crisis in a lasting way.

[RFP files - OneDrive \(live.com\)](http://live.com) – Love the Times story photo (item 11)

Developing Messaging and Communication Plans

Collectively, our team provides more than 70 years of experience as journalists in the Tampa Bay market alone. We have long, strong relationships with the professionals in the newsrooms making the decisions. Because of our backgrounds, we have a deep understanding of how that decision-making process plays out behind the scenes, which we leverage to create messaging and communications plans that help shape the narrative and steer attention to our clients' goals.

We have a proven ability to take items that are important but hard-to-understand or “dry” and shape them into appealing, newsworthy stories that catch an editor's eye and get covered. Working with local and regional government agencies, Catalyst has secured coverage of complex topics like bus rapid transit and resiliency inspections for affordable housing. We use our insight as former journalists to break down the issues, craft them into easy-to-understand stories, and then pitch them to the right reporters.

Our collaboration with our clients starts with big-picture strategy and identifying goals, as described in the points above, and continues into the details of specific messaging — drafting talking points and media statements. From there, our team uses its writing skills and, most importantly, its relationships to execute and deliver. If the right method is a full-scale news conference, we can plan and oversee every detail; if it's pitching a piece to a Chamber of Commerce e-newsletter, we lay out the details and make the connection. With PSTA, for example, we have amplified the agency's traditional voice by writing and publishing op-ed columns in the *Tampa Bay Times* on issues such as clean energy and sustainability. In an increasingly fractured media landscape, we know how to build ambitious plans with realistic objectives that get noticed and move the needle.

Case Study: The New York Yankees

The New York Yankees are an example of a global brand and international organization that contracted with Catalyst because of our successful track record and relationships in the Tampa Bay region. The Yankees sought out Catalyst to help promote the organization's 25 years of spring training in Tampa.

Catalyst developed a media relations plan to show the Yankees and its foundation were good community partners, not just a sports franchise. To achieve our goal, we began by drafting a narrative centered around key talking points that included the Yankees' philanthropic investments in Tampa Bay and the organization's economic impact on the region over the past quarter-century. We also identified third-party validators who could best articulate the value and meaning of having the Yankees in Tampa.

Execution of our plan included more than a dozen strategically placed print, television and radio interviews involving Yankees CEO Hal Steinbrenner, Yankees Global CFO Tony Bruno and several former Major League Baseball players. Our plan also included securing a proclamation from the mayor of Tampa, a commendation from the Tampa City Council and cross-promotion with other local organizations such as The Florida Aquarium celebrating the 25th anniversary in 2020.

[Five world titles and a few Hall of Famers later, Yankees celebrate 25th spring in Tampa \(tampabay.com\)](https://www.tampabay.com/story/news/sports/yankees-celebrate-25th-spring-training-in-tampa-2020-03-18/5258117002)

[25 Years Later, Yankees Still A Big Spring Training Draw In Tampa | WUSF Public Media](https://www.wusf.com/story/news/sports/yankees-celebrate-25th-spring-training-in-tampa-2020-03-18/5258117002)

[Yankees Celebrate 25th Spring Training | wtsp.com](https://www.wtsp.com/story/news/sports/yankees-celebrate-25th-spring-training-in-tampa-2020-03-18/5258117002)

Billing Practices

Catalyst Communications bills clients at the end of every month, sending an invoice via e-mail for services rendered. Catalyst leaves the method of payment up to each client, whether it is by check or direct deposit. With several governmental entities as clients, Catalyst is experienced in following billing procedures that comply with government accounting needs.

Relevant Clients

Below are examples of current Catalyst clients with relevant connections to PSTA's work in transportation, local government and high-profile public messaging. Feel free to contact any of them for a reference.

Pinellas Suncoast Transit Authority has been a client of Catalyst since May 2019. Hired to promote, advise and assist with media relations for the public agency, Catalyst's work has ranged from drafting press releases to holding one-on-one background meetings with reporters. Brad Miller is CEO and can be reached at (727) 540-1807 and bmiller@psta.net.

Pinellas Suncoast Transit Authority / 3201 Scherer Dr., St. Petersburg, FL 33716

All for Transportation has been a client of Catalyst since May 2018. AFT was forged to address Hillsborough County's transportation and transit shortcomings by proposing a one-cent sales tax initiative that was ultimately approved by the voters. Catalyst handles all media relations for AFT and continues to offer strategic counseling as legal challenges over ballot questions and the future of funds from the initiative wind through courtrooms and the Florida Legislature. Tyler Hudson is chairman of AFT and can be reached at (813) 221-1580 and thudson@gbmmlaw.com.

All for Transportation / 610 S Boulevard Suite 100, Tampa, FL 33606

The Florida Aquarium has been a client of Catalyst since August 2018. The nonprofit organization hired Catalyst to provide high-level strategy and day-to-day support to bolster its internal media relations efforts at The Aquarium. Catalyst also works closely with CEO Roger Germann on key internal and external messaging as well as setting up and joining Germann for critical meetings with community leaders. Germann can be reached at (813) 273-4062 and RGermann@flaquarium.org.

The Florida Aquarium / 701 Channelside Dr., Tampa, FL 33602

Tampa Downtown Partnership has been a client of Catalyst since August 2019. With no in-house person to handle public relations, Catalyst was hired to assist the CEO, director of marketing and other staff with raising the organization's profile and that of its downtown clients. Catalyst has also provided government affairs work as it pertains to the Downtowner transit service. Lindsey Parks is vice president of strategy and public affairs and can be reached at (813) 221-3686 and lparks@tampasdowntown.com.

Tampa Downtown Partnership / 400 N. Ashley Dr., Suite 1010, Tampa, FL 33602

Shumaker has been a client of Catalyst since December 2019. The largest business law firm in the Tampa Bay region with more than 100 attorneys, Catalyst handles media relations for the firm. The scope of work ranges from drafting news releases and arranging interviews to fielding reporter calls and assisting with strategic messaging on high profile cases. Erica Shea is chief marketing and business development officer at Shumaker and can be reached at (813) 221-7160 and eshea@shumaker.com.

Shumaker / Bank of America Plaza, Ste. 2800, 101 E. Kennedy Blvd., Tampa, FL 33602

Firm Availability

The Pinellas Suncoast Transit Authority would continue to be a primary client for Catalyst if we are selected for this contract. As a boutique media relations firm, Catalyst is selective about its clients and careful not to overextend itself. Catalyst has added new staff members in the past year with the aim of maintaining the level of personal attention we deliver for our clients.

Knowledge of Media Issues and Challenges within the Public Transportation Industry

From bus rapid transit to a potential future referendum on transportation investment, Catalyst is well-versed in the issues the Pinellas Suncoast Transit Agency is currently confronting. Catalyst's guidance to PSTA CEO Brad Miller and then-board Chair Janet Long on the decision to install safety barriers to protect all bus operators underscores the firm's understanding of the importance of placing the safety of PSTA staff first. Additionally, Catalyst has a keen understanding of PSTA's sustainability efforts, ongoing work to build a Clearwater Transit Center, and other initiatives.

Our successful work with PSTA, the All for Transportation initiative, Tampa Bay Regional Planning Council, Tampa Downtown Partnership and others demonstrates our deep knowledge of Tampa Bay's transportation landscape. This includes the specific barriers facing public transit and details of how inadequate transportation options will hamper our community, but also messaging that can break through the noise and generate support for investment in smart transportation improvements.

Catalyst team members have extensive experience working for public officials and government agencies, including St. Petersburg Mayor Ken Welch, Pinellas County Commissioner Janet C. Long, Pinellas County Commissioner Chris Latvala, former Gov. Charlie Crist, former U.S. Rep. David Jolly, former Tampa Mayor Bob Buckhorn and former state Rep. Ben Diamond.

As former senior executives with the City of Tampa, Hillsborough County Public Schools and Hillsborough State Attorney's Office, our team members bring direct experience collaborating with the public servants who power our government agencies and navigating the complex dynamics within and between agencies.

Catalyst Profile and Financial Information

Catalyst Communications Group is a local firm, based in and primarily focused on the Tampa Bay market, while assisting some clients with efforts outside Florida. Catalyst is organized as a Florida-based S Corporation. Registered with Sunbiz.org, Catalyst's document number with the state of Florida is L17000019966. Catalyst's Federal Employer Identification Number is 81-5144911.

Biographies of Core Team Members



Preston Rudie

Founder and CEO

The founder, President and CEO of Catalyst Communications Group, Preston spent more than 20 years working as a reporter in print, radio and television before joining former U.S. Rep. David Jolly's staff as communications director and district director. During his reporting career, which included time in Madison and Milwaukee, WI, and Tampa, FL, Preston was honored with 24 Regional Emmy awards and six Edward R. Murrow awards. He is also a past National Press Photographer Association National Reporter of the Year finalist.

While working for Jolly, Preston was continually regarded as one of, if not the best communications director on Capitol Hill. During his three years in Washington, D.C., Preston had Jolly featured on 60 Minutes along with regular appearances on national cable news networks such as CNN, FOX News and FOX Business. In addition, his work landed Jolly in front of groups like the National Press Club, Association of Opinion Journalists and the *Washington Post* editorial board.

A graduate of the University of Wisconsin, Preston launched Catalyst Communications Group in January 2017. Since then, he has quickly assembled a strong portfolio of clients ranging from nonprofits to public agencies and private companies.



Christina Barker

Senior Consultant

Christina is a co-founder of All for Transportation, the citizen-led effort behind the 2018 and 2022 transportation referendums in Hillsborough County/Tampa, FL. Named to the Tampa Bay Business Journal's Power 100 of most influential people in the Bay area, Christina is a trusted voice with extensive experience in local and state transportation policy and ballot initiatives to generate funding for transportation projects.

The current Chief of Staff at Vinik Family Office (VFO), Christina partners with Catalyst on select clients offering her expertise in the areas of policy, government affairs and media relations.

Before joining VFO, Christina served 4 years as a senior policy advisor to Mayor Bob Buckhorn at the City of Tampa working on legislative affairs and a broad range of public policy issues such as transportation, infrastructure, and water. Prior to her time at the City of Tampa, Christina was the Public

Policy and Advocacy Director at the Tampa Bay Partnership, a regional economic development organization.

She began her career on local and statewide political campaigns in Florida while completing her bachelor's degree in political science at the University of South Florida and her master's degree in political science at the University of Florida in Gainesville.



Grayson Kamm

Vice President

Grayson's background as a journalist, communications executive and spokesperson in high-pressure situations gives Catalyst's clients a fresh perspective on any communications challenge. As a television and digital journalist in Florida for 18 years, Grayson built a reputation for creative storytelling and the ability to break down complex topics and engage viewers. Covering local news, politics, military affairs and the U.S. space program, Grayson won four Emmy awards, 20 Associated Press awards and a Combat Cross for bravery under fire from the Sarasota County Sheriff's Office.

On the executive team at MOSI, the Museum of Science & Industry, Grayson led a turnaround of the organization's public perception, rewrote its business plan and helped draw \$2 million of community investment to revitalize the institution.

Grayson went on to lead communications for Hillsborough County Public Schools, the nation's seventh-largest school district. His team generated hundreds of positive news stories while managing messaging through countless crisis moments — stemming from emergencies, news investigations, community protests, teacher arrests and student conflicts. Grayson planned the strategy and produced the materials for the effort to educate the public ahead of 2018's successful half-penny sales tax referendum for schools.

A graduate of the University of Florida, Grayson then led communications and community engagement in the office of Hillsborough State Attorney Andrew Warren. He guided messaging and outreach for one of America's largest prosecutor's offices through tumultuous times following George Floyd's murder. His ability to break down dense legal topics and complex courtroom processes led to accurate coverage by reporters and positive stories spotlighting the agency's pursuit of justice. In 2022, he joined the Catalyst team.



Karen Pinkston

Vice President

Karen is passionate about helping Catalyst clients tell their stories to achieve their goals. Her experience in journalism, public affairs, and politics is an asset to our teams.

As a television news reporter, Karen spent nearly a decade uncovering stories for WVEC, KTAL, CNN and Fox News Channel. She won an Associated Press award for her investigation that led to schools

offering more nutritious meals for children in need. After leaving the news in 2016, Karen served as a campaign manager for a hotly contested mayoral race in Norfolk, Virginia.

Most recently, Karen was the Communications Director for the Norfolk Sheriff's Office. She told the good stories about law enforcement during a time when the public had lost trust, achieving the goal of securing positive press coverage every single week. She created the agency's Crisis Communications strategy, and led a social media campaign, which brought a 320 percent spike in recruitment for deputies.

Karen holds a master's degree from Georgetown University in Public Relations and Corporate Communications, and bachelor's degree in Journalism from Ohio University. She is married to an active-duty U.S. Navy Officer and a proud parent of three kids.



Sabrina Feher

Strategic Communications Consultant

Sabrina joined the Catalyst Communications team in 2021 after 15 years as a journalist. She began working in television as a teenager at the Center for Advanced Technologies at Lakewood High School in St. Petersburg. Her love for reporting and producing took her to the University of Florida, where she worked at the school's radio and television stations, as well as WCJB TV20 News. Sabrina graduated with a Bachelor's Degree in Telecommunication, then moved to Pensacola to work at WEAR-TV, before returning to her hometown of Tampa Bay to produce newscasts at WTSP 10 Tampa Bay and serve as the lead producer on WFLA News Channel 8's flagship 6 p.m. evening newscast.

As a news producer, Sabrina has been honored with an Emmy and an Edward R. Murrow award, with recognition as a finalist for many others. Throughout her career in television news, Sabrina produced thousands of live, primetime newscasts and covered the BP oil spill; hurricanes; the Republican National Convention; elections; a global pandemic; playoff runs for the Tampa Bay Rays, Tampa Bay Buccaneers and Tampa Bay Lightning; and the subsequent Super Bowl and Stanley Cup wins and community celebrations.

She played a key role during Hurricane Michael, which devastated the Florida Panhandle. In Panama City (WMBB), Sabrina helped coordinate and implement a social media effort to keep residents in the Panhandle safe and informed during the dangerous Category 5 hurricane. Working 16+ hour days for more than a week, she assembled a team of on-air and behind-the-scenes talent to provide continuous, live simulcast webcasts via the web and Facebook with social media support that went viral. It gave residents crucial information they needed during and after the storm. For their work, Sabrina and her team won a regional Edward R. Murrow award for Excellence in Social Media.



Tim Nickens

Senior Consultant

Tim Nickens worked for nearly 40 years as a journalist before retiring from the *Tampa Bay Times* in May 2020 and beginning a second career as a consultant. Tim grew up in the Hoosier State and graduated from the University of Indiana before moving to Florida in 1983 to work as a reporter for the then-*St. Petersburg Times*. He covered the city of Clearwater and the city of St. Petersburg — including the city’s gamble in 1986 to build a domed stadium without a baseball team that ultimately proved successful and contributed to the downtown renaissance.

At the beginning of Gov. Bob Martinez’s administration in 1987, Tim moved to Tallahassee to cover state government for the *Times*. He walked down the hall at the Florida Press Center to work for the *Miami Herald’s* capital bureau in 1990, where he spent nearly six years before returning to St. Petersburg and the *Times* in late 1995 as an editorial writer. Back in St. Petersburg, Tim served as the *Times’* political editor from 1998 to 2001 and led the coverage of the 2000 presidential election and the historic recount. As metro editor from 2001 to 2004, he supervised more than 50 reporters and editors covering the Tampa Bay region and the state. He moved to the editorial board in 2004 and became the editor of editorials for the state’s largest newspaper in 2008.

In 2013, Tim and a colleague won the Pulitzer Prize for editorial writing for a series that led to Pinellas County restoring fluoride to the drinking water. He has won numerous other national and state awards for

editorial writing. Tim joined Catalyst in 2020 after a journalism career that included writing and editing stories, editorials and columns on every governor and legislative session spanning parts of five decades—Tim has a deep knowledge of the intersection of public policy and politics in Tampa Bay, Florida and the nation.

In-House Capability

Catalyst intends to use its in-house resources to perform the strategic communications work described above. Team members who will engage with PSTA will include Preston Rudie, Christina Barker, Sabrina Feher, Grayson Kamm, Tim Nickens and Karen Pinkston. If an additional subcontractor is needed for a specific project, Catalyst will discuss the potential subcontractor and their qualifications in advance with PTSA.



Demonstration of Strategic Thinking and Creative Approach

The Catalyst approach focuses on three main tenets: Transparency, authenticity and accountability.

Transparency is key to maintaining the trust of our local media, PSTA riders and the community at large. Being open and honest about the circumstances of leadership decisions, policy outcomes and general day-to-day issues that arise in any public agency will almost always result in the best outcome for PSTA.

The Catalyst team truly believes in the mission of PSTA – to safely connect people to places – and view public transit for our region as a critical economic asset and public good. We understand the diverse political, policy and funding considerations that face PSTA every day at the local, state and federal levels. That alignment of values and knowledge of the transit landscape make us authentic communicators on PSTA’s behalf. Authenticity pays dividends for PSTA as we advocate on your behalf with local reporters, editorial commentators and community leaders because they trust that we are committed to every PSTA rider as an extension of the PSTA team.

We hold the media accountable on PSTA’s behalf to ensure accurate and fair reporting. We also hold ourselves accountable for earning the best possible media for PSTA and mitigating damage from any unfavorable stories.

Our approach has led to incredible success over the last four years of working with PSTA. Our objectives have and will continue to include promoting and highlighting members of the PSTA team, maintaining and building the agency’s credibility locally, regionally, and nationally, and celebrating PSTA’s signature achievements by drawing attention to how they best serve the Pinellas County community. Below you will find three case studies that demonstrate how the Catalyst approach has led to positive media that clearly meet these objectives.

Drivers Wanted

In June 2021, PSTA faced a severe driver shortage and needed to hire 86 people. Catalyst suggested calling individual reporters, offering them a chance to learn to drive a bus, and connecting them with a driver to discuss the positives of the job. Identifying the opportunity and helping PSTA pitch reporters, we were able to get six TV stations in the Tampa Bay market to participate. The stories resulted in nearly 90 driver applications. Typically, PSTA would receive 10-to-20 a month. The stories roughly quadrupled their typical monthly driver applicants. The idea and resulting stories were submitted in an APTA competition, and this year PSTA was awarded top honors with a National APTA Grand Award, beating all transit agencies nationwide for the Best Marketing and Communication Highlighting Transit Needs or Funding category.

Examples of stories include:

[PSTA looking for bus drivers as the face of dozens of vacancies \(wfla.com\)](https://www.wfla.com/news/transportation/psta-looking-for-bus-drivers-as-the-face-of-dozens-of-vacancies/)

[PSTA hiring 86 drivers in the next year \(abc10news.com\)](https://abc10news.com/news/transportation/psta-hiring-86-drivers-in-the-next-year/)



SunRunner - Fare Free

Following a highly successful launch of SunRunner, the regions first true BRT, the conversation shifted to continuing to keep the service fare free. After internal dialogue the board voted to extend fare-free service for six additional months. Favorable reporting is core to the Catalyst strategy, but placing timely op-ed columns and encouraging media board editorials also furthers the PSTA message and highlights the PSTA brand and service.

To help make the case for keeping the service fare free beyond an additional six months, Catalyst suggested and worked with the board chair to set the narrative for fare free by drafting and placing an op-ed column in the state's largest newspaper. The column also highlighted a move to encourage the City of St. Petersburg to financially support fare free as well.

Examples of the fare-free coverage and the op-ed column include:

[Pinellas SunRunner to be fare-free for six more months \(yahoo.com\)](#)

[Let's just make the SunRunner rapid transit bus free, period | Column \(tampabay.com\)](#)

SunRunner - Last Holiday Weekend Beachgoers Will Battle for Parking

Leading up to the successful SunRunner launch, Catalyst focused on promoting the new BRT service and encouraging ridership.

One example was to capitalize on the Labor Day crowds headed to the beach in 2022. Catalyst, knowing it would be a slow news cycle, worked to push out a news release and book interviews with PSTA's CEO (who happened to be on vacation at the beach) highlighting that this would be the last holiday weekend beachgoers would have to battle for parking spots. The concept was to highlight how SunRunner could both reduce congestion on busy beach weekends or eliminate the need for parking by taking the BRT instead of driving. It was also a chance to highlight SunRunner features like the bike carry racks. At least three TV stations came out to interview Brad Miller, producing multiple stories including a well-placed story in Patch.

Examples of stories include:

[WTVT Fox 13 Good Day Tampa Bay - Live shots all Monday morning](#)

[Bay News 9 - Lead story at 6:00 p.m. Sunday](#)

[Patch - Labor Day Is Last Holiday Pinellas Beach Goers Battle For Parking](#)

Highlighting PSTA Employees

Catalyst has helped identify stories that positively highlight the employees at PSTA. One example was alerting the media to a driver who had been with the organization for 39 years before retiring.

[Bus driver retires after 39 years at PSTA in Pinellas County | wtsp.com](#)

The best and most heart-warming example is the story of Raymond Krug, a deaf man who left \$5,800 in cash on a PSTA bus. Thanks to the honesty and hard work of several PSTA employees, Krug was located, and his money was returned. Catalyst immediately identified this as the type of story that needed to be told. After successfully pitching the story to Pulitzer Prize-winning reporter Lane DeGregory of the *Tampa Bay Times*, Catalyst handed off the story to the PSTA team and the result was a wonderful front-page story that reflects positively on both the agency and the people who work there.

[Florida man lost \\$5,800 on St. Pete bus. Strangers helped. \(tampabay.com\)](#)

These case studies provide a glimpse into the value and successes Catalyst has worked with the PSTA team to achieve over the last four years. They are key examples of our knowledge of PSTA's team, values and mission, as well as our ability to execute on ideas that move PSTA into the forefront of headlines across the region. There is no doubt that transit agencies face several challenges, including changes in state and local policy and politics, inadequate funding and changing leadership at the board and county level. PSTA has navigated these with exceptional results for Pinellas County. Catalyst partners closely with PSTA leadership and board members to speak to the community about those successes, the service PSTA provides and the larger role PSTA plays countywide while being honest about the limitations and challenges facing the agency. Through our approach – transparent, authentic and accountable – we have found incredible successes for PSTA.

Understanding/Approach to the Scope of Work

Our approach at Catalyst is to work collaboratively in a support role, assisting PSTA's chief executive officer and Marketing & Communications Department with whatever is needed. We are transparent and honest with reporters, which builds trust. Our relationships with Tampa Bay media, policymakers in both Pinellas County and Hillsborough County, and PSTA board members and elected officials are second to none — and we work every day to maintain and continue to build those relationships.

Media Relations



Collectively, our team brings together more than 70 years of experience as journalists in the Tampa Bay market. We have long, strong relationships with the people sitting in the newsrooms making the decisions. These relationships and insights help us serve as trusted advisors and a resource for PSTA leadership.

We know that funding, changing board members and talks of a potential HART merger are some of the critical issues for PSTA, and we stand ready to help internally and with media, and elected officials on those issues. We know PSTA's board members and work frequently with its lobbying teams at both the federal and state level. When legislative issues are brought up, we understand the subject matter, engage in strategic conversations and help PSTA's leadership navigate those issues as it pertains to the media and the public.

Board Member & Community Stakeholder Communications

Our team has relationships with people across the political spectrum — from managing the transition work for St. Pete Mayor Ken Welch to working with elected officials in Clearwater. We know that building the Clearwater Transit Center on time and on budget is a priority for PSTA, and we helped when the land swap became an issue. With conflicting information in the media, Catalyst worked extensively to ensure PSTA's interests were protected and best represented in news stories.

Crisis Communications

Relationships are critical, especially in crisis communications. Catalyst has helped PSTA turn crisis situations into opportunities to stand out as industry leaders by providing proactive and prompt communications strategies. For example, when a HART driver was tragically stabbed and killed, Catalyst helped position PSTA as the first agency in the region to install safety barriers to protect drivers. From navigating pay raises within the union to employee disciplinary issues, our team has the experience and insights to put PSTA in the most favorable light.

Public Relations Plan: Special Events, Presentations & Training

Catalyst has been working with PSTA for almost four years now, and we are excited to help launch new ideas with an annual media plan starting on Oct. 1, 2023, the beginning of the fiscal year. PSTA has an aggressive communications strategy that includes about 10 special events each year. Catalyst would like to explore launching an annual “State of PSTA” event to highlight the agency's new accomplishments like the success of SunRunner, consider giving awards to bus drivers and employees to highlight their positive contributions to the community, and unveil an overview of upcoming projects and budgetary needs — inviting board members, federal and state officials, and media — as an engaging, pro-active way to keep them informed and excited about innovations at PSTA.

Another key focus is elevating the profiles of PSTA's leadership team and employees. We can do this by proactively pitching PSTA leaders for media interviews and appearances to talk about ways the agency innovates and goes above and beyond to serve the community, whether it's by connecting people to a mobile food pantry or tapping into Uber to extend service on nights and weekends.



Our goal is to create awareness and position PSTA leaders as innovators and influencers who care about transit and the local community. We can achieve this is by pitching feature stories both locally and to trade publications on staff members around specific dates, like Black History Month, Women’s History Month, and National Transportation Week. Additionally, we can seek opportunities for PSTA leaders to serve on panels to highlight their accomplishments and strengthen their relationships with key stakeholders.

Innovation will be a common thread in key messaging. PSTA stands out nationally as a leader in the transportation industry, as the first to partner with a Transportation Network Company in 2016, the first to unveil the region’s zero emission, all-electric buses, and now making history with the region’s very first bus rapid transit service, the SunRunner.



Over the past year, the Catalyst team has helped PSTA's Communications Department with the launch of SunRunner. That teamwork resulted in more than 380 stories with 1.1 billion impressions and a \$10 million advertising value equivalency. We can build on that success by doing six-month and one-year progress media events, promoting the service over holiday weekends, highlighting the impact on local businesses, sharing positive stories from riders and how SunRunner can take you on a local food tour. In 2023, there will also be opportunities to highlight the success of SunRunner to regional or national publications. For example, one idea is to pitch a story about how people are riding SunRunner with their bikes to get on the Pinellas County Trail. It's an innovative way to take bicyclists off dangerous streets.

It is significant that PSTA has achieved firsts like SunRunner despite being one of the lowest-funded transportation systems in the U.S. This is a key message point that needs to be promoted repeatedly in media stories to help create awareness and build the case for future investment in PSTA. Pinellas may be a small county geographically, but it's the most densely populated county in Florida. Because there's not undeveloped land to build new roads, investing in public transit and the innovative work of PSTA is critical.

As Catalyst moves forward with PSTA's 2023 media plan, our team has the skills and experience to help with a wide range of supporting communications materials including news releases, PowerPoint presentations, one-page legislative briefings, social media materials, speeches and media talking points. In addition, we will continue to introduce PSTA leaders to key media contacts and assist with media training and practicing for interviews as needed.

Media Reporting

Every year that Catalyst has worked with PSTA, the reach and advertising value equivalency (AVE) of our stories have increased. We've grown from 275 million impressions and an AVE of \$2.54 million in 2019/2020 to 5.16 billion impressions and an AVE of \$47.7 million in 2022/2023, according to Meltwater Media Monitoring.

Our team is happy to provide PSTA with monthly reports on earned media, including giving access to Meltwater Media Monitoring at no additional cost to PSTA. Additionally, Catalyst will attend or organize monthly meetings with media contacts, board members and stakeholders in support of PSTA's strategic initiatives.

Diversity, Equity, and Inclusion & Sustainability

Catalyst is a Small Business Enterprise (SBE) registered with Hillsborough County. The majority of our staff are women, and when opportunities present, we have a history of working with Disadvantaged Business Enterprises (DBE) and Women Business Enterprises (WBE). For example, Catalyst has brought on a DBE and WBE for work with Tampa Bay Water, KETTLER/Darryl Shaw developments and with other clients.

Price

See the Pricing schedule outlined on page -- .

AGENDA ITEM NO. 7.2

ACTION ITEM

APPOINT an applicant as Alternate Member #2 to the Board of Adjustments and Appeals for a three-year term to expire June 30, 2029

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: July 14, 2026

AGENDA ITEM: 7.2

ORIGINATED BY: Lorin A. Kornijtschuk, City Clerk

APPROVED BY: Ryan Henderson, City Manager

SUBJECT: Appointment of Alternate Member #2 to the Board of Adjustment and Appeals.

BACKGROUND:

On June 19, 2026, Mr. Stewart DeVore resigned from the Board of Adjustment and Appeals; his term was set to expire June 30, 2028. Under the City Charter, Alternate Member #1 will move into the vacated regular seat to complete the remainder of that term, and Alternate Member #2 will move into the Alternate #1 position, leaving the Alternate #2 seat vacant.

Current Board Composition

Regular Members (5 seats):

- Ms. Covington – Term expires 2028
- Ms. O'Donnell – Term expires 2027
- Mr. Rieumont – Term expires 2029
- Ms. Jacqueline Russo – Term expires 2029
- Mr. Watt – Term expires 2027

Alternate Members (2 seats):

- Ms. West, Alternate Member #1 – Term expires 2029
- Alternate Member #2 – Vacant

CONCLUSION:

Appoint an individual to fill the vacant Alternate Member #2 position on the Board of Adjustment and Appeals for a three-year term, expiring June 30, 2029.

Recommended Motion:

“I move to appoint _____ as Alternate Member #2 to the Board of Adjustment and Appeals for a three-year term.”

Applicants (as of July 9, 2026):

- Rodney Baker
- Matthew Barrowclough
- Vicki Goonen
- Jeb Graham
- Denise Houseberg
- Diane Lincoln
- Lana Rosenbaum
- Karla Stahl
- Gretchen Winterbottom

APPLICATIONS AT THE END OF THE AGENDA PACKET

AGENDA ITEM NO. 8
NEIGHBOR'S FEEDBACK

AGENDA ITEM NO. 9
FUTURE AGENDA ITEMS

AGENDA ITEM NO. 10

NOTED ITEMS

ADJOURNMENT

**APPLICATIONS
TO SERVE ON A CITY BOARD**

Rodney Baker

Serving on City Board Application : Entry # 5285

Date

04/07/2026

Name

Rodney Aker

Signature



Phone

7274524507

Email

rodneynbaker@gmail.com

Home Address

364 Bahia Vista Dr
IRB, FL 33775
United States
[Map It](#)

Occupation

Self Employeed

How long have you been a resident of IRB?

22 years

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

Serving on City Board Application : Entry # 5285

- Board of Adjustments & Appeals
- Finance & Budget Review Committee
- Planning & Zoning Board

Would you consider serving on another board/committee other than the one(s) selected?

No

Have you ever held public office at any time?

No

Have you ever served on a city board/committee?

Yes

If yes, please provide boards/committees and dates served:

Environmental Stewardship Board approx:2010

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

MBA Business Economics USF
Bachelor of Science Marketing FSU
USCG Licensed OUPV 50 Ton Captain
HFMA Certified Revenue Cycle Representative
CompTIA Certified Document Imaging Architect
National Association of Underwater Instructors
PADI Divemaster Rescue Diver
Red Cross CPR

Provide a description of your Experience/Brief Job History

President RecTec Inc 1994- Present
President 314 10th Ave LLC 2018-Present-IRB
President 555 71st Ave LLV 2015-Present
Founder HOMOSASSA Preserve 2012-2018
Founder Wacasassa Preserve 2024-Present

Matthew Barrowclough

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Sunday, April 05, 2026 9:48:01 AM

Date

04/05/2026

Name

Matthew Barrowclough

Signature



Phone

3038171510

Email

matthewb.sf@gmail.com

Home Address

211 11th Ave
Indian Rocks Beach, FL 33785
United States
[Map It](#)

Occupation

Real estate entrepreneur and hospitality executive

How long have you been a resident of IRB?

4 years

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

- Board of Adjustments & Appeals
- Finance & Budget Review Committee
- Planning & Zoning Board
- Neighbor Advisory Board

Would you consider serving on another board/committee other than the one(s) selected?

Yes

Have you ever held public office at any time?

No

Have you ever served on a city board/committee?

No

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

Degrees in Finance and Economics — Solid academic foundation in fiscal policy, economic development, and data-driven decision-making.

Professional Development — Continued learning through technology certifications, business management workshops, and small enterprise leadership programs.

Core Competencies — Expertise in financial analysis, cost-benefit evaluation, and strategic planning; skilled in evaluating complex projects for sustainability and community impact.

Relevant to City Boards — Strong ability to interpret budgets, assess economic feasibility of public initiatives, and align financial planning with long-term community goals.

Provide a description of your Experience/Brief Job History

Entrepreneur and Small Business Owner (20+ years) — Proven success in business operations, budgeting, and negotiation; deep understanding of the needs of local businesses and factors driving economic growth.

Technology Consultant — Experienced in advising organizations on innovation, efficiency, and implementing tech-driven solutions to improve performance—insightful for modernizing city processes and services.

Local Social Media Presence — Actively engaged on social media platforms with a strong local following, fostering dialogue on community priorities, policy issues, and city challenges; recognized for expressing informed, constructive perspectives.

Leadership and Governance — Demonstrated ability to lead teams, manage complex projects, and collaborate across sectors—transferable to policy design, oversight, and public engagement.

Community and Economic Focus — Combines financial and technological knowledge with deep awareness of resident concerns, offering a balanced perspective that supports data-informed, community-centered decision-making.

Vicki Goonen

Date: July 8, 2026

Name: Vicki Goonen

Signature: *Vicki Goonen*

Phone: 7277425369

Email: vicgoo@yahoo.com

Home Address: 207 15th Ave, Condo B, IRB

Occupation: Senior Paralegal

How long have you been a resident of IRB: 20 years

Are you a registered voter: Yes No

Are you related to a commissioner or an employee of the City of IRB? Yes No

Please indicate the boards/committees that you are interested in serving on

- Board of Adjustments & Appeals
- Finance & Budget Review Committee
- Planning & Zoning Board

Would you consider serving on another board/committee other than the one(s) selected? Yes No

Have you ever held public office at any time? Yes No

If yes, please provide description & dates served: _____

Have you ever served on a city board/committee? Yes No

If yes, please provide boards/committees and dates served: _____

Do you currently serve on a city board/committee? Yes No

If yes, please provide boards/committees and when term will expire: _____

Provide a description of the following:

Education & Training:

College AS Legal Assisting 2005- Studied Criminal, Civil and Corporation Litigation

Notary

Love our IRBeach and small town feeling. I would like to help anyway I can

Experience/Brief Job History:

2020 to Present Senior Paralegal/ Agency Clerk/ GI Law Contact- Florida Dept of Veterans Affairs- General Counsel Office 3 attorneys
Draft and Review Pleadings, Draft Answers for Subpoenas, Notice of Intent Garnishments. Draft Contracts
for our VA Nursing Homes. Prepare Monthly Reports for GCO, Rule making and filing Notices in FLRules
Communication with OFARR and JAPC committees. Programs: People First, PACER
MyFlorida Market Place, M365, Teams, SharePoint, Excel Spreadsheets, STMS (State Travel)

2018 to 2020 Felony Legal Assistant at State Attorney's Office-Scheduled Deposition
was responsible for file and case management for 3 Attorney. pulled court daily calendar file formy attorneys

Submit your application by email: lkornijtschuk@irbcity.com, deliver or mail to:

1507 Bay Palm Boulevard Indian Rocks Beach, FL. 33785

The office of the City Clerk will submit your application when vacancies occur.

Applications are effective one year from the date of submittal.

Please contact the City Clerk at 727.595.2517 with questions.

P.O. Box 926
Indian Rocks Beach, FL 33785
727-742-5369
Email: vicgoo@yahoo.com

Vicki L. Goonen, FRP
Senior Paralegal

Education

8/99- Graduated 7/05 St. Petersburg College, Clearwater Campus
* AS in Legal Assisting, ABA approved
Studied areas Family Law, Criminal, Litigation, Civil
Litigation, Corporation.

2020 to present Florida Registered Paralegal with Florida Bar

Professional Experience

03/23/2020 to Present Senior Paralegal/Agency Clerk/GI Law Contact in The General Counsel Office with Florida Department of Veterans' Affairs (FDVA) Largo Headquarters.
Experience: Work for 3 Attorneys. Draft and review Pleadings, Draft Answers for Subpoenas, Notice of Intent, Garnishments Answers, Contracts-Review or draft Business Associates Agreements and Provider Service Agreements, Prepare GCO Status monthly report. Learned Rulemaking with FDVA, communication with OFARR (*Office of Fiscal Accountability and Regulatory Reform*), JAPC (*Joint Administrative Procedures Committee*). File updated Rules, Keep up with Florida House Bills for FDVA. Programs knowledge: People First (payroll, Employee benefits), PACER, MFMP (*My Florida market Place*), Governor's Initiative on Lawyers Assisting Warriors (GI LAW), Backup to Purchasing Dept, Prepare contract renewals, Backup for Main office phones when needed, (All County Clerk websites, Dropbox sharing, Outlook, GoToMeeting. M365 and Teams meeting Including the normal office duties: Answering phones, scanning, copier (fill paper or change toner), Keep files update (paper and electronically and Excel spreadsheets), Training on STMS (State Travel Management System), Excel, Word, PowerPoint (Recently, *drafted a Training PowerPoint to train a group on how to fill out a Purchasing Form correctly, making their job easier*) Keep Outlook calendar updated for 2 Attorney.

04/02/18 to 03/13/2020 Felony Legal Assistant State Attorney's Office, Clearwater, FL -
E-filing, experience scanning, filing, answer phones, scheduling Depositions, Re-investigation, Responsibility for file management for 3 Attorney workloads. Pulled daily files for Court Calendar for my workgroup, Drafting legal pleadings and correspondence. Have experience with State programs: Odyssey, JusticeTrax- (to find out the Lab Reports)

11/99- to present Owner of Beachangels Weddings- Indian Rocks Beach, FL. **Officiate, Minister, Planner/Coordinator** Very organized, self-motive, hard worker, very professional, Salesperson, deal closer, drafting a contract, handling payments, Keeping up on emails, review websites for leads, correspondence with future clients, Return calls or text, Setting up appointments to meet in -person. Suggest venues, vendors that is best fit for the event & client, Help each client through their event process, confirming vendors arrival times, making a detailed timeline of the day, orchestrating all activities the event day. Setting up event, and cleaning up afterwards. Participate in Bridal Shows; I have coordinated a Vendor Open House and Bridal Show at a New Venue. Co Hosted and coordinate 6 (1 each year) wedding stroll at Tampa Bay Watch.

9/15/13 to 10/09/15 Law Firm of Damian G. Waldman, P.A., Clearwater, **PT Paralegal** Mortgage Foreclosure- Plaintiff's side, Coordinating Mediation, Hearings, Draft Circuit Civil documents, Family Law, Criminal, E-filing experience scanning, filing, Answer phones, scheduling Appointments, coordinating Hearings with judge JA's & Opposing Counsels, draft correspondence, keeping the Attorney's calendar, Responsibility for case files Lenstar. Drafting legal pleadings, and Correspondence, Motion Summary Judgment packets, Final Summary Judgment Financial packets, sending notice of sale to newspapers for all Counties in FL for publication. Open files, call for payoffs, order title searches. E filing, Certificate of Compliance, Certificate of Service. Reviewing and Filing on Pacer

12/13/12 to 8/30/13 Michael J. Heath, P.A. **Legal Asst**, Probate, Real Estate Law Foreclosure-Defendants, Mediation, Civil Answer phones, E-Filing, filing, open files, call for payoffs, order surveys, Learning how to clearing title issues and Short Sale process. Program: Equator

11/10 to 03/09/12 **Paralegal for Mediation Dept** FL Foreclosure Attorneys., Clearwater FL Plaintiff's Side, Responsible to set up Mediation for Mortgage Foreclosure, Worked in all Circuit Residential Mortgage Foreclosure Mediation Programs Set up mediation with Private Mediators, Clerk Mediation Dept., experience in LPS, Lenstar, Case Aware, Vendorscape, Billing. Scanning. FFA Closed Clearwater Office

2/29/06 to 10/13/10 Thomas H McGowan, P.A., Paralegal, only office Support Staff, **Family Law, Probate, Appeals, Civil Federal, Civil** maintaining client files, getting Pre-Trial notebooks ready. Setting up Depositions and Court Reporting Services, Coordinating hearings with Judges and Opposing Council, answering phone scheduling, copies, mail. WordPerfect, MSWord, scanning, electric filing, ordering all office supplies.

2/9/04 to 2/28/06 Randstad Work Solution, Temp Service Clearwater, FL Assignments as **Paralegal, Worked with County Attorney's office and State Attorney's Office** Worked with RUMBA and CJCAS programs, Bail Bonds, Notary, WordPerfect, Excel, Word, and Civil Records. Working with Judges and their JA's, Communications w/ Clerk of Courts Office on hourly basics, Law Firms and Bail Bondsman, with minimal supervision, communication in person and on telephones

9/03-12/03 McFarland, Gould, Lyons, Sullivan & Hogan, P.A 311 S. Missouri Ave, Clearwater, FL 33756. **Paralegal to: Angela M. Armstrong, Esq., Bankruptcy Dept.** Practice Master, FLIPS, TABS, and Windows XP, and Collier Topform Bankruptcy Program, Notary, Trustee Website, Chp.7 & 13, Pacer Program. Scheduling all Appointments, draft Correspondence, keeping the attorney's calendar, responsibility for case files

11/00-9/03 Angela M. Armstrong, PA (sold Practice to McFarland Gould, P.A). **Paralegal: Bankruptcy/Wills Attorney**, only office support. Windows XP, Collier Topform Bankruptcy Program, PACER program, Notary Trustee Website, Chpt.7 & 13, notifying clients of all hearings, Draft Correspondence, keeping the Attorney's calendar, maintain responsibility for case files, keeping track of Accounts Receivables Sold business to McFarland and Gould

10/99-12/00 School Crossing Guard, City of Clearwater (*Part Time while in College*) P.O. Box 4748, Clearwater, FL 33756, Dept 1138. Cross kids at school crossing areas

10/99-12/00 Student Assistants in Scholarships and Student Financial Assisting Dept. SPC, Drew Street Clearwater, FL 33756, (*Part Time while in College*) Duties: Helping students learn how to get more financial aid for classes, scanning files

10/99-5/00 Signature Flight Support, (Seasonal) St. Pete/CLW Airport, 14525 Airport Parkway, Clearwater, FL 33762 (*Part Time, while in College*) Duties; Checking Customers in and give tickets, and checking bags in, give seat assignments, help passenger's board aircraft

4/87- 6/99 Federal Express (Full time Courier/Driver) c/o PICC, 3975 Airways Blvd. 2nd, Module E. Memphis, TN 38116 Drive a company van on a differ route thru out Pinellas County Delivery packages on time to Homes or Business. Driving carefully and obeying all rules

1/78- 12/85 Wake County Medical Center, Raleigh, NC. CT Scan Technician Assistant - X-Ray Dept. Helping to develop - film, getting patients ready for their test, explaining to them what test they are about to have.

References :

1. Mrs. Billie Jo Bell, - Accountant for The Florida Department of Veterans' Affairs, Mary Grizzle State Office Building, Largo, FL. 727-423-0083, known for 20 years
2. Ms. Julie Hicks, retired UPS Driver- known for 35 years, 727-452-5420

Jeb Graham

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Thursday, April 02, 2026 4:25:44 PM

Date
04/02/2026
Name
Jeb Graham
Phone
7276429588
Email
jeb401k@gmail.com
Home Address
1900 Beach Trail Unit 1 Indian Rocks Beach, FL 33785 United States Map It
Occupation
Retired
How long have you been a resident of IRB?
12 years
Are you a registered voter?
Yes
Are you related to a commissioner or an employee of the City of IRB?
No
Please indicate the boards/committees that you are interested in serving on:
<ul style="list-style-type: none">• Neighbor Advisory Board
Would you consider serving on another board/committee other than the one(s) selected?
Yes
Have you ever held public office at any time?
No
Have you ever served on a city board/committee?
No
Do you currently serve on a city board/committee?
No

Provide a description of your Education & Training

Undergrad degree Finance UCF
MBA Finance Sykes School Univ Tampa

Volunteer roles with industry trade group (American Retirement Association)

Provide a description of your Experience/Brief Job History

Was a Principal in largest RIA firm in US (CAPTRUST)
35 years advising employers on retirement plans offered to their employees
My clients were groups of people responsible for other people's money
Lots of experience working with smart accomplished men and women

Denise Houseberg

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Wednesday, April 01, 2026 11:03:53 AM

Date

04/01/2026

Name

Denise Houseberg

Signature



Phone

7274224607

Email

dhouseberg@gmail.com

Home Address

926 Harbour House Dr
Indian Rocks Beach, FL 33785
United States
[Map It](#)

Occupation

Marketing Consultant

How long have you been a resident of IRB?

10 years

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

- Planning & Zoning Board
- Neighbor Advisory Board

Would you consider serving on another board/committee other than the one(s) selected?

Yes

Have you ever held public office at any time?

Yes

If yes, please provide description & dates served:

Commissioner 2 Terms, Mayor Commissioner 1 term

Have you ever served on a city board/committee?

No

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

Sitting on the commission for 3 terms gave me a lot of insight into how these committees work and serve the community. I believe I can bring some powerful insight now that I'm no longer in office.

Provide a description of your Experience/Brief Job History

In my career as an entrepreneur, I've always been the idea person. The one to get things done with the smallest budget. I've served companies, communities and organizations. I've served on many HOA boards as well.

My job was to problem solve. Bring better solutions to problems that were on fire. Create new ideas when all others were exhausted.

Diane Lincoln

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Wednesday, April 01, 2026 10:17:38 AM

Date

04/01/2026

Name

Diane Lincoln

Signature



Phone

7277103886

Email

diane.lincoln@yahoo.com

Home Address

333 6th Avenue
Indian Rocks Beach, FL 33786
United States
[Map It](#)

Occupation

Retired

How long have you been a resident of IRB?

38 years

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

- Neighbor Advisory Board

Would you consider serving on another board/committee other than the one(s) selected?

Yes

Have you ever held public office at any time?

No

Have you ever served on a city board/committee?

No

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

I have an electrical engineering degree from the University of Florida and a MBA from Tampa College.
I have owned a house in Indian rocks beach since 1988.

Provide a description of your Experience/Brief Job History

I am a retired sales director from an integrated circuits Silicon Valley tech company.

Lana Rosenbaum

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Thursday, April 02, 2026 7:47:01 AM

Date

04/02/2026

Name

Lana Rosenbaum

Signature



Phone

8134709506

Email

lanarosenbaumrealtor@gmail.com

Home Address

1805 Bay blvd
Indian Rocks Beach, FL 33785
United States
[Map It](#)

Occupation

Retired

How long have you been a resident of IRB?

12 years

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

- Finance & Budget Review Committee
- Planning & Zoning Board

Would you consider serving on another board/committee other than the one(s) selected?

Yes

Have you ever held public office at any time?

No

Have you ever served on a city board/committee?

No

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

BS Accounting. Hold current Realestate license.

Provide a description of your Experience/Brief Job History

15 years as finance professional in. NYC prior to moving to FLORIDA

Karla Stahl

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Wednesday, April 01, 2026 9:55:17 PM

Date

04/01/2026

Name

Karla Stahl

Signature



Phone

8138572141

Email

karlastahl95@gmail.com

Home Address

1000 gulf blvd # 404
Indian rocks beach, FL 33785
United States
[Map It](#)

Occupation

Retired

How long have you been a resident of IRB?

Property owner for 14 years; resident since 2022

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

- Board of Adjustments & Appeals
- Finance & Budget Review Committee
- Planning & Zoning Board
- Neighbor Advisory Board

Would you consider serving on another board/committee other than the one(s) selected?

Yes

Have you ever held public office at any time?

No

Have you ever served on a city board/committee?

No

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

BS magna cum laude Western Kentucky University, double major Business Administration, English

Provide a description of your Experience/Brief Job History

Lifelong career in sales/ management/ business enterprise. Experience in mortgage lending, civil engineering contract management, B2B sales

COO of local accounting firm in Tampa 2000-2016 with \$3 mil annual gross revenue

Board member/treasurer on multiple charitable/ civic boards 1997-2012

Gretchen Winterbottom

From: [The City of Indian Rocks Beach, FL](#)
To: [Hargett, Mishelle](#); [Kornijtschuk, Lorin](#)
Subject: New submission from Serving on City Board Application
Date: Saturday, April 04, 2026 3:18:07 PM

Date

04/04/2026

Name

Gretchen Winterbottom

Signature



Email

gretchen.winterbottom67@gmail.com

Home Address

1 Windrush Blvd
Apt 60
Indian Rocks Beach, FL 33785
United States
[Map It](#)

Occupation

VP, Strategic Account Executive for Alight Solutions, Inc

How long have you been a resident of IRB?

4 years

Are you a registered voter?

Yes

Are you related to a commissioner or an employee of the City of IRB?

No

Please indicate the boards/committees that you are interested in serving on:

- Neighbor Advisory Board

Would you consider serving on another board/committee other than the one(s) selected?

Yes

Have you ever held public office at any time?

No

Have you ever served on a city board/committee?

No

Do you currently serve on a city board/committee?

No

Provide a description of your Education & Training

Board of Director and Treasurer of Windrush Cove, Inc.
Indian Rocks Beach, FL

Fox School of Business at Temple University logo
Fox School of Business at Temple University
Risk Management and Insurance, Employee Benefits

London Business School
London Business School
Executive Programme

University of Pennsylvania
University of Pennsylvania
MS coursework, Organizational Dynamics
Organizational Dynamics

Villanova University
Villanova University
Six Sigma and Lean Six Sigma

Provide a description of your Experience/Brief Job History

for over 25 years I have been a strategic and results-driven executive with deep expertise in employee benefits administration, large-scale operations, and vendor management. I have led complex, multi-million-dollar benefits programs, optimized operational frameworks, and negotiated high-value vendor contracts while ensuring compliance, scalability, and exceptional employee service delivery. With a strong background in building and leading high-performing teams, I bring a proven ability to streamline processes, leverage technology, and drive operational excellence across diverse and unionized employee populations. My experience includes co-founding a successful benefits administration company and leading innovation at global firms such as Alight Solutions and Willis Towers Watson. I thrive at the intersection of operational strategy, compliance execution, vendor partnership, and employee experience—delivering measurable impact in quality, efficiency, and business growth.

www.linkedin.com/in/gwinterbottom