

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

**CITY OF ST. PETERSBURG**

**September 14, 2023  
1:30 PM**

Welcome to the City of St. Petersburg City Council meeting. The public may address City Council in person.

The public must attend the meeting in person to speak during public hearings or quasi-judicial hearings. If you are a person with a disability who needs an accommodation in order to participate in this meeting or have any questions, please contact the City Clerk's Office at 893-7448. If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711, as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, for accommodations.

To assist the City Council in conducting the City's business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.
2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.
3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.
4. Please do not pass notes to Council during the meeting.
5. Please be courteous to other members of the audience by keeping side conversations to a minimum.
6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.
7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

The public can also attend the meeting in the following ways:

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at [www.stpete.org/TV](http://www.stpete.org/TV)
- Listen and participate by dialing one of the following phone numbers
  - +1 312 626 6799 or
  - +1 646 876 9923 or
  - +1 253 215 8782 or
  - +1 301 715 8592 or
  - +1 346 248 7799 or

- +1 669 900 6833 and entering webinar ID: 934 1258 0201#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/93412580201>

The public can participate in the meeting by providing public comment for agenda items other than public hearings and quasi-judicial hearings in the following ways:

- If attending the Zoom meeting by computer or other device, use the “raise hand” button in the Zoom app.
- If attending the Zoom meeting by phone only, enter \*9 on the phone to use the “raise hand” feature.

The “raise hand” feature in the Zoom meeting indicates your desire to speak but does not allow you to speak immediately. You must use the “raise hand” feature at the time the agenda item is addressed. All “raised hands” will be lowered after each agenda item. When it is your turn to speak, your microphone will be unmuted. At the conclusion of your comments or when you reach the three-minute limit, you will be muted. Please be advised that at all times the chair has the authority and discretion to re-order agenda items, and in the event the meeting is disrupted by violations of the rules of decorum, to accept public comment by alternate means, including by email only.

Regardless of the method of participation used, normal rules for participation apply, including the three-minute limit on comments, the requirement that any presentation materials must be submitted to the City Clerk in advance of the meeting, and the rules of decorum. Public comments must be submitted before the public comment period has closed.

**A. Meeting Called to Order and Roll Call.**

Invocation and Pledge to the Flag of the United States of America.

**B. Approval of Agenda with Additions and Deletions.**

**C. Consent Agenda (see attached)**

**Open Forum**

The City Council receives public comment during Open Forum and on agenda items with limited exceptions consistent with Florida law. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government. If you wish to address City Council on subjects other than public hearing or quasi-judicial items listed on the agenda, please sign up with the Clerk. Only City residents, owners of property in the City, owners of businesses in the City or their employees may speak during Open Forum. If you wish to address City Council through the Zoom meeting, you must use the “raise hand” feature button in the Zoom app or enter \*9 on your phone at the time the agenda item is addressed. When it is your turn to speak, you will be unmuted and asked to state your name and address. At the conclusion of your comments or when you reach the three-minute time limit, you will be muted. All “raised hands” will be lowered after each agenda item. Regardless of the method of participation used, normal rules apply, including the three-minute time limit on comments, the requirement that any presentation materials must be submitted in advance of the meeting and the rules of decorum. If live public comment is disrupted by violations of the rules of decorum, the chair is authorized to accept public comment by alternate means, including by email only.

**D. Awards and Presentations**

1. [Proclamation ~ Big Brothers Big Sisters Month](#)
2. [Proclamation ~ Falls Prevention Awareness Week](#)
3. [Proclamation ~ Hispanic Heritage Month](#)
4. [Proclamation ~ St. Petersburg Carefest 2023 ~ Day of Caring](#)

**E. New Ordinances - (First Reading of Title and Setting of Public Hearing)**

Setting September 28, 2023 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance 555-H. An Ordinance amending City Code Section 4-9 related to pet sales; adding rabbits to the general ban on the retail sale of dogs and cats in the City; providing exemptions; providing requirements for display of rabbits for retail sale; providing for severability; and establishing an effective date of January 1, 2024.](#)

Setting October 5, 2023 as the public hearing date for the following proposed Ordinance(s):

2. [Ordinance 558-H. An Ordinance creating Chapter 2, Article V, Division 10, Sections 2-281 through 2-288, Minority And Women Business Enterprise Program \(“Program”\); establishing findings, purpose, and goals; creating definitions; establishing the authority and responsibilities of the POD; establishing solicitation and contract requirements related to achieving required minority business enterprise or women business enterprise participation percentages in certain contracts; creating provisions addressing](#)

noncompliance with Chapter 2, Article V, Division 10; setting forth reporting requirements for the program; providing for conformity with federal, state, and local laws; providing for a sunset date; and providing an effective date.

**F. Reports**

1. A Resolution approving an amendment to the City of St. Petersburg's Fiscal Policies to (i) change the target fund balance of the General Fund to 12% of the current adopted budget, (ii) provide a process for a fund balance target to be established if an enterprise fund is unsubsidized for three years, (iii) add a target fund balance for the Sunken Gardens Operating Fund, and (iv) add language relating to the prepayment of Annual Recommended Contributions of city pension funds; reaffirming the City's Fiscal Policies as amended for fiscal year 2024; and providing an effective date.

**G. New Business**

1. Respectfully requesting City Council approval of the attached resolution supporting the establishment of a definition of antisemitism. (Councilmember Driscoll)
  - (a) A Resolution supporting the establishment of a definition of antisemitism in order to help identify, measure, monitor, and ultimately combat antisemitism; and providing an effective date.
2. Respectfully requesting that City Council consider an ordinance amending the Edge District Specialty Center procedures for approving special events; more particularly, to provide for a Council-approved waiver of the 60-day lead time for approval of a special event. (Councilmember Driscoll)

**H. Council Committee Reports**

1. August 24, 2023 Economic and Workforce Development Committee - Action Item
  - (a) A Resolution authorizing the Chair of the Economic and Workforce Development Committee to serve as a liaison to the Grow Together Leadership Alliance; and providing an effective date.

**I. Legal**

**J. Public Hearings and Quasi-Judicial Proceedings - 6:00 P.M.**

**First Reading and First Public Hearings**

**Setting September 28, 2023 as the second reading and second public hearing date for the following proposed Ordinance(s).**

1. Fiscal Year 2024 Tentative Budget and Proposed Millage Rate
  - (a) A Resolution adopting a proposed millage rate for the fiscal year ending September 30, 2024; and providing an effective date.
  - (b) Ordinance 554-H. An Ordinance making appropriations for the fiscal year ending September 30, 2024; making appropriations for the payment of the operating expenses of the City of St. Petersburg, Florida, including its utilities, and for the payment of principal and interest of revenue bonds, and other obligations of the City



of St. Petersburg, Florida; making appropriations for the Capital Improvement Program of the City of St. Petersburg, Florida; making appropriations for the Dependent Special Districts of the City of St. Petersburg Florida; adopting this Appropriations Ordinance as the budget for the City of St. Petersburg, Florida for the fiscal year ending September 30, 2024; providing for related matters; and providing an effective date.

- (c) A Resolution adopting the tentative budget for the fiscal year ending September 30, 2024; and providing an effective date.

**K. Open Forum**

**L. Adjournment**

**Consent Agenda A  
September 14, 2023**

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

**(Procurement)**

**(City Development)**

**(Community Enrichment)**

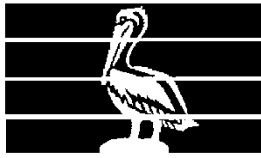
**(Public Works)**

**(Appointments)**

**(Miscellaneous)**

1. [A Resolution approving funding for various social service agencies in the amount of \\$700,000 for the period of October 1, 2023 through September 30, 2024 on the recommendation of the Social Services Allocations Committee; approving the form grant agreement; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City's form grant agreement; and providing an effective date.](#)

# CONSENT



# AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda B September 14, 2023

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

### **(Procurement)**

### **(City Development)**

### **(Community Enrichment)**

1. [A Resolution authorizing the Mayor or his designee to accept a Childcare Food Program Grant In the amount of \\$289,062 from the Florida Department Of Health, Bureau Of Childcare Food Programs for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.](#)

### **(Public Works)**

### **(Appointments)**

### **(Miscellaneous)**

2. [A Resolution approving funding in an amount not to exceed \\$100,000 for the Neighborly Care Network to operate the Meals On Wheels Program for the period commencing October 1, 2023 and ending September 30, 2024; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.](#)
3. [A Resolution approving the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District \(East\); authorizing the City Attorney's Office to make non-substantive changes to the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District \(East\); authorizing the Mayor or his designee to execute the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District \(East\); and providing for an effective date.](#)

# MEETING AGENDA

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CITY OF ST. PETERSBURG

**Note:** An abbreviated listing of upcoming MEETING AGENDA Council meetings.

**Budget, Finance & Taxation Committee**

*Thursday, September 21, 2023, 2:00 p.m., Conference Room 100*

**CRA/Agenda Review**

*Thursday, September 21, 2023, 1:30 p.m., Conference Room 100*

**City Council Meeting**

*Thursday, September 28, 2023, 3:00 p.m., City Council Chambers*

**Legislative Affairs & Intergovernmental Relations Committee**

*Thursday, September 21, 2023, 10:30 a.m., Conference Room 100*

**Economic & Workforce Development Committee**

*Thursday, September 21, 2023, 3:30 p.m., Conference Room 100*

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# CITY OF ST. PETERSBURG

## Board and Commission Vacancies

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**Nuisance Abatement Board**  
2 Regular Members  
((Term expires 12/31/24 and 12/31/25))

**Nuisance Abatement Board**  
2 Alternate Members  
((Term expires 8/31/24 and 12/31/24))

## **PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:**

1. **Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of Public Comment. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.** Each party and speaker wishing to present handouts, photographs, presentation slides or any other materials (collectively, “Materials”) during a quasi-judicial proceeding must submit such Materials to the City Clerk no later than 24 hours in advance of the applicable public hearing. **Materials submitted after the deadline will not be accepted and may not be used.**
2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council Member questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during the proceeding Council Members may leave the Council Chamber for short periods of time provided they continue to hear testimony by audio. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.
3. Reading of the Title of the Ordinance(s), if applicable.
4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation. The order of initial presentations shall be:
  - a. Presentation by City Administration.
  - b. Presentation by the Appellant followed by the Applicant, if different. If Appellant and Applicant are different entities, then each is allowed the allotted time for each part of these procedures.
  - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said person shall register as an Opponent with the City Clerk at least one week prior to the scheduled public hearing or within 48 hours after the City staff report for the public hearing has been published (whichever is later). If more than one person registers to utilize the initial presentation time provided for an Opponent, the registered persons shall attempt to agree on a single representative to participate as the Opponent in the proceeding. If the persons cannot agree on a single representative, then each person (or person’s representative) shall share equally the time allotted to the Opponent for each part of these procedures. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed. If a Property Owner who is not the Appellant or the Applicant opposes the Application and utilizes any part of the time available to the Property Owner to make an initial presentation, the Opponent shall not be permitted to make an initial presentation (but shall be provided an opportunity for cross-examination and rebuttal/closing).
  - d. If the Property Owner is neither the Appellant nor the Applicant, they shall be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last in each part of these procedures so that they have the opportunity to address what all the interested parties have presented.
5. Public Comment. Upon conclusion of the initial presentations, members of the public may speak for not more than three (3) minutes each. Speakers shall limit their testimony to information relevant to the ordinance or application and criteria for review.

6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party who supports the application may only cross examine any witness who previously testified in opposition to the application. The questioning party is not permitted to make any statements, only to ask questions that are directly related to the testimony or evidence presented. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the City Clerk as an Opponent, said individual shall notify the City Clerk prior to the beginning of initial presentations for the applicable public hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). The order of cross examination shall be:

- a. Cross examination by City Administration.
- b. Cross examination by Opponents, if applicable.
- c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument and/or rebuttal. The order of rebuttal/closing shall be:

- a. Rebuttal/Closing by City Administration.
- b. Rebuttal/Closing by Opponent, if applicable.
- c. Rebuttal/Closing by Applicant followed by the Appellant, if different, followed by Property Owner, if different.

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Big Brothers  
Big Sisters Month  
Please scroll down to view the backup material.





# CITY COUNCIL AGENDA

## Presentation Item

**DATE:** September 8, 2023

**TO:** The Honorable Members of City Council

**SUBJECT:** Proclamation ~ Big Brothers Big Sisters Month

**PRESENTER:** City Council Member Ed Montanari

**SCHEDULE FOR COUNCIL ON:** September 14, 2023

Mayor Kenneth T. Welch

# Proclamation



**WHEREAS,** Big Brothers Big Sisters mentoring programs are proven to build relationships that help improve academic achievement, promote responsible decision-making, and provide the skills to better navigate relationships at school, in social settings and at home; and

**WHEREAS,** Big Brothers Big Sisters has provided mentoring services in partnership with the City of St. Petersburg for many years; and

**WHEREAS,** Big Brothers Big Sisters provides unique mentoring programs in St. Petersburg that facilitates youth mentoring in the workplace (School-to-Work), law enforcement/first responder mentors (Bigs in Blue/Badges), and mentee support post high school (Big Futures); and

**WHEREAS,** The St. Petersburg Police Department is a School-to-Work/Bigs in Blue partner with Big Brothers Big Sisters, allowing youth to be aware of career opportunities within the St. Petersburg Police Department and helps bridge the gap between law enforcement and communities; and

**WHEREAS,** The City of St. Petersburg is committed to supporting youth initiatives thru its internal programs and community partnerships.

**NOW THEREFORE, I, KENNETH T. WELCH,** Mayor of St. Petersburg, Florida, do hereby proclaim September 2023 as

## ***Big Brothers Big Sisters Month***

and urge every resident to take time this month to celebrate youth and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 14<sup>th</sup> day of September 2023.

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**Kenneth T. Welch**  
**Mayor**

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Falls  
Prevention Awareness Week  
Please scroll down to view the backup material.



**D-2**

# CITY COUNCIL AGENDA

## Presentation Item

**DATE:** September 8, 2023

**TO:** The Honorable Members of City Council

**SUBJECT:** Proclamation ~ Fall Prevention Week

**PRESENTER:** Ian Womack ~ Fire Administration

**SCHEDULE FOR COUNCIL ON:** September 14, 2023

Mayor Kenneth T. Welch

# Proclamation



- WHEREAS,** It is estimated that 21.3 percent of Florida citizens are 65 years of age or older; and
- WHEREAS,** It is estimated that one fourth of people 65 and older will fall each year, and older adults who fall once are two to three times more likely to fall again; and
- WHEREAS,** One out of five falls causes a serious injury such as broken bones or a head injury; and
- WHEREAS,** Falls are the most common cause of traumatic brain injuries among Florida citizens 65 year of age and older; and
- WHEREAS,** Falls can lead to depression, loss of mobility, and loss of functional independence; and
- WHEREAS,** Injuries from falls are largely a preventable community health problem; and
- WHEREAS,** Evidence-based programs reduce falls by utilizing cost-effective strategies, such as exercise programs to improve balance and strength, medication management, vision improvement, reduction of home hazards, and fall prevention education; and
- WHEREAS,** The Falls Free Florida Falls Prevention Coalition, St. Petersburg Fire Rescue, The Sunshine Center, and Regional County 9-1-1 work together to increase awareness of this issue, promote multidisciplinary strategies to prevent falls, and encourage citizens to take steps to protect those who are at increased risk of falling.

**NOW THEREFORE, I, KENNETH T. WELCH,** Mayor of St. Petersburg, Florida, do hereby proclaim September 18<sup>th</sup> thru September 22<sup>nd</sup> as

## ***Falls Prevention Awareness Week***

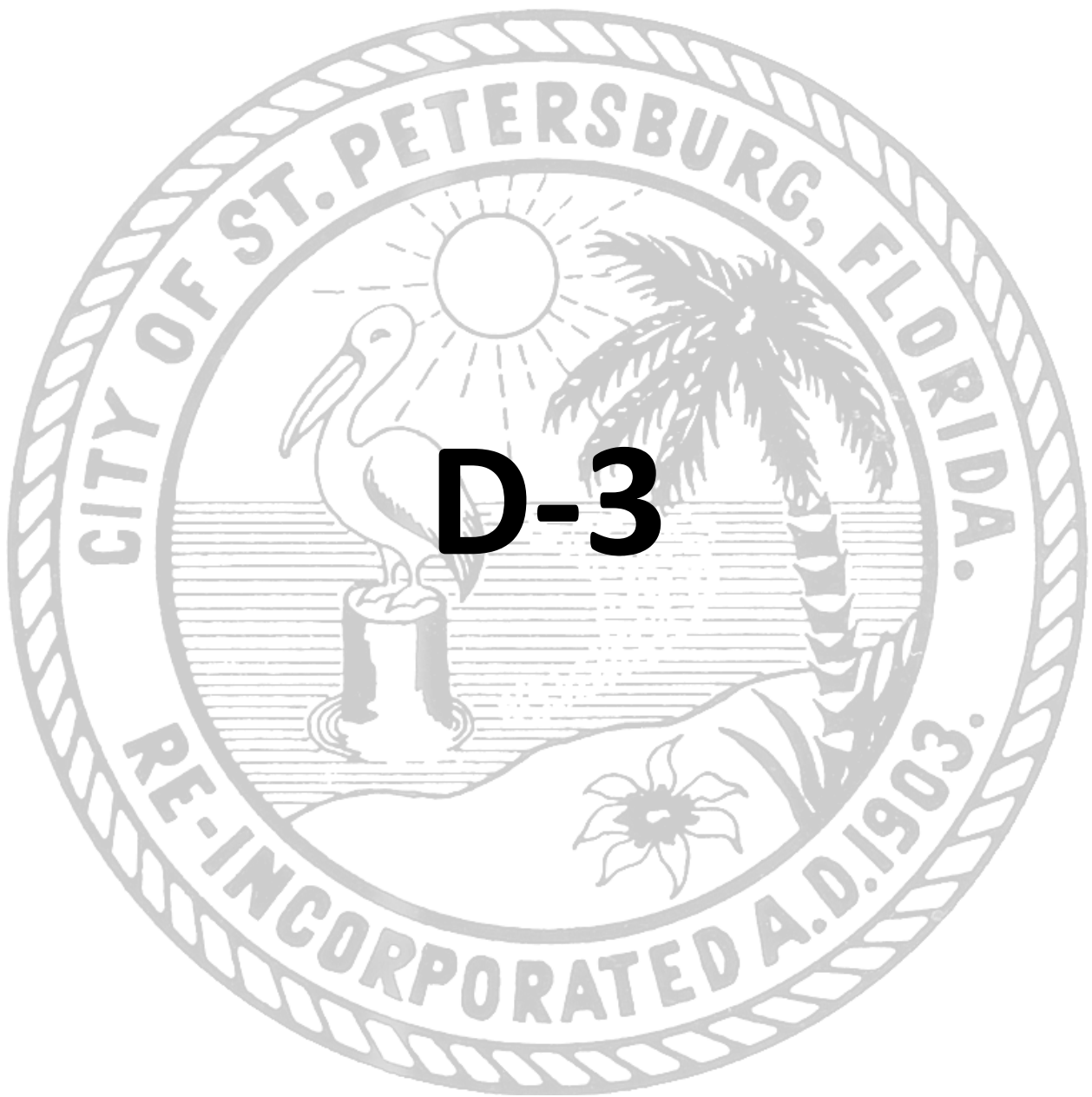
and urge every resident to take time this month to celebrate older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 14<sup>th</sup> day of September 2023.

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**Kenneth T. Welch**  
Mayor

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Hispanic Heritage Month  
Please scroll down to view the backup material.



**D-3**



# CITY COUNCIL AGENDA

## Presentation Item

**DATE:** September 8, 2023

**TO:** The Honorable Members of City Council

**SUBJECT:** Proclamation ~ Hispanic Heritage month

**PRESENTER:** City Council Member Lisset Hanewicz

**SCHEDULE FOR COUNCIL ON:** September 14, 2023

Mayor Kenneth T. Welch

# Proclamation



**WHEREAS,** Hispanic Heritage Month, known as “Mes de la Herencia Hispana,” is celebrated from September 15 to October 15 and recognizes the significant contributions and influence of Hispanics on our nation’s history, culture, and achievements; and

**WHEREAS,** September 15 is Independence Day for the Central American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. On September 16 and September 18, Mexico and Chile celebrate their Independence Day, respectively; and

**WHEREAS,** Hispanic residents in the City of St. Petersburg amount to an estimated 8.4% of our population and play a vital role in our economy and workforce; and

**WHEREAS,** The City of St. Petersburg recognizes the significant contributions of Hispanics, including many City employees, in our community. Their support and community involvement make our city more culturally diverse and welcoming for everyone; and

**WHEREAS,** The City of St. Petersburg is proud to celebrate and recognize Hispanic culture and heritage as an important part of our inclusive city. Hispanics are part of the “We” in “We are St. Pete.”

**NOW, THEREFORE, I, Kenneth T. Welch,** Mayor of the City of St. Petersburg, do hereby declare September 15 through October 15, 2023 as

## ***HISPANIC HERITAGE MONTH***

and urge all citizens to join me in recognizing the significance of this occasion in the city of St. Petersburg.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 14<sup>th</sup> day of September, 2023.

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**Kenneth T. Welch**  
**Mayor**

The following page(s) contain the backup material for Agenda Item: Proclamation ~ St. Petersburg  
Carefest 2023 ~ Day of Caring  
Please scroll down to view the backup material.



**D-4**

# CITY COUNCIL AGENDA

## Presentation Item

**DATE:** September 8, 2023

**TO:** The Honorable Members of City Council

**SUBJECT:** Proclamation ~ Carefest Day of Caring

**PRESENTER:** City Council Member Gina Driscoll

**SCHEDULE FOR COUNCIL ON:** September 14, 2023

Mayor Kenneth T. Welch

# Proclamation



## CITY OF ST. PETERSBURG

**WHEREAS,** In partnership with Somebody Cares Tampa Bay, St. Petersburg Carefest 2023 – Day of Caring is scheduled for Saturday, September 30, 2023; and

**WHEREAS,** In St. Petersburg, Carefest is encouraged and celebrated throughout the year in the Spring during March and in fall during September & October; and

**WHEREAS,** The City of St. Petersburg has participated in Carefest since 2002; and

**WHEREAS,** The objective of Carefest 2023 is to mobilize residents, local businesses, neighborhood and business associations, students, places of worship, and non-profits to work together to meet the needs of citizens and make a positive impact in St. Petersburg; and

**WHEREAS,** Volunteers will take part in various beautification activities, such as yard maintenance, painting, planting, and minor home repair assistance to the elderly, disabled, and/or low-income; neighborhood cleanups, and donation drives; and

**WHEREAS,** The City of St. Petersburg recognizes the organizers, countless volunteers, and sponsors of this event for their commitment to our citizens and for demonstrating to others how lives can be impacted when the community pulls together.

**NOW THEREFORE, I, KENNETH T. WELCH,** Mayor of St. Petersburg, Florida, do hereby proclaim September 30<sup>th</sup> as

## *ST. PETERSBURG CAREFEST 2023 DAY OF CARING*

and urge all citizens to join me in helping your neighbors and thanking all our volunteers involved in this event for their hard work and dedication to the betterment of our community.

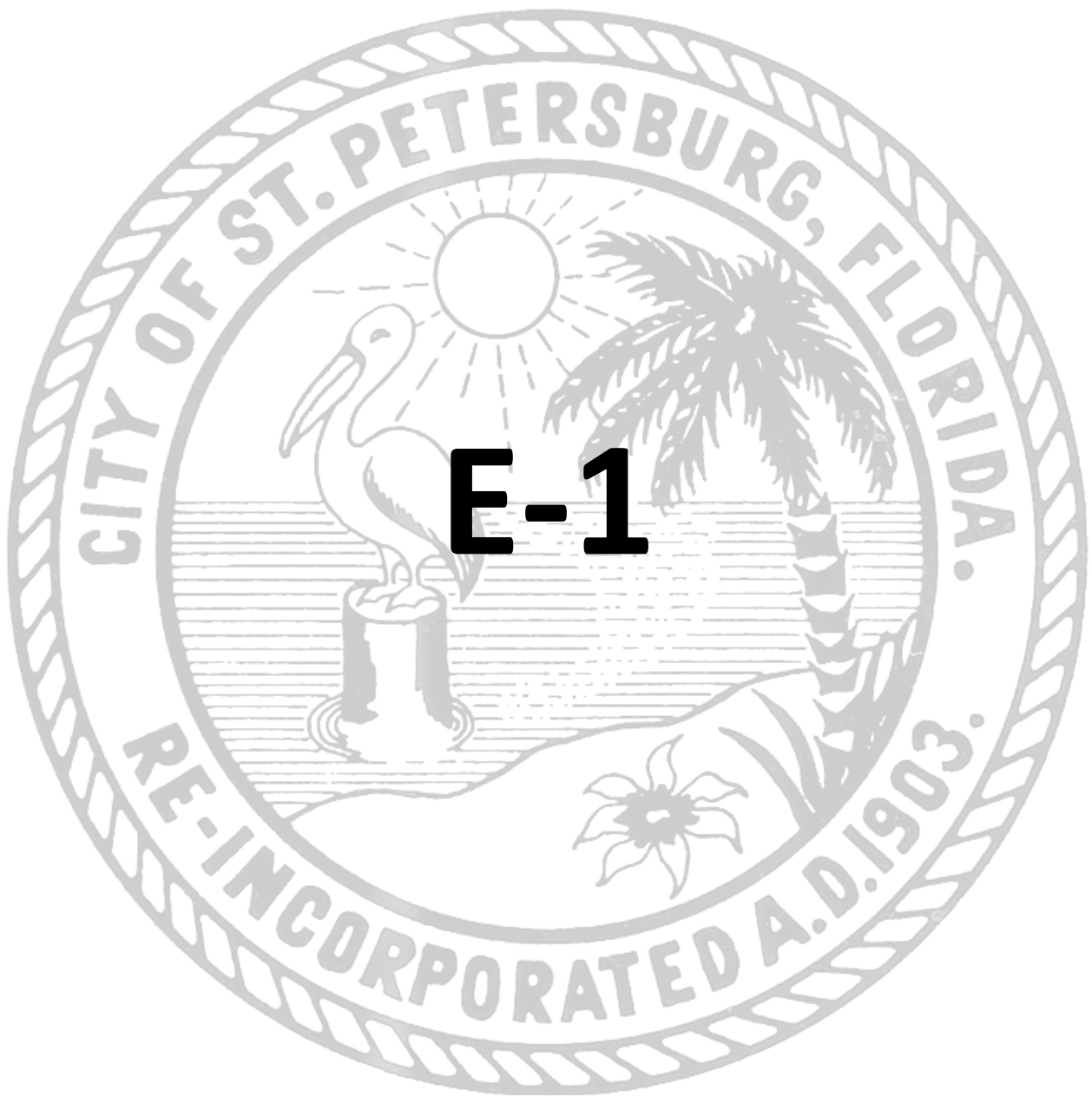
**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 14<sup>th</sup> day of September, 2023.

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**Kenneth T. Welch**  
Mayor

The following page(s) contain the backup material for Agenda Item: Ordinance 555-H. An Ordinance amending City Code Section 4-9 related to pet sales; adding rabbits to the general ban on the retail sale of dogs and cats in the City; providing exemptions; providing requirements for display of rabbits for retail sale; providing for severability; and establishing an effective date of January 1, 2024.

Please scroll down to view the backup material.





## MEMORANDUM

### Council Meeting of September 14, 2023

TO: The Honorable Brandi Gabbard, Chair, and Members of the City Council

FROM: Heather Judd, City Attorney's Office

DATE: August 14, 2023

**SUBJECT: An Ordinance to Amend Section 4-9 of the City Code Related to Pet Sales to add a ban on the sale of rabbits**

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A New Business item was filed by Councilmember Hanewicz which referred this matter to the PS&I committee. At the committee meeting data on the increasing numbers of abandoned rabbits and the issues with capacity at local shelters were shared by Councilmember and committee chair Hanewicz and a guest speaker. Currently there is only one rabbit rescue organization in the Tampa Bay area which is located in Pasco County. The Tampa humane society reported 275 surrenders of rabbits last year and over 700 in the past five years. The local SPCA reported 300 surrenders last year and over 900 in the past three years. The committee reviewed potential changes to City Code, made recommendations, and approved a draft ordinance being presented to full Council on August 10, 2023.

Accordingly, please see attached draft ordinance amending the City Code by making changes to Section 4-9 related to Pet Sales to add rabbits to the general ban on the retail sale of dogs and cats in the city and providing similar exemptions to the ban. Also, requirements for display of rabbits for retail sale are provided along with minimum age and veterinary certification requirements.

As there are businesses in the City which currently engage in the retail sale of rabbits this ordinance and the amendments to City Code it contains shall not become effective and enforceable until January 1, 2024.

If passed at first reading, the Public Hearing for this Ordinance will be set for September 28, 2023.

Attachments: Draft Ordinance

AN ORDINANCE AMENDING CITY CODE  
SECTION 4-9 RELATED TO PET SALES;  
ADDING RABBITS TO THE GENERAL BAN  
ON THE RETAIL SALE OF DOGS AND CATS  
IN THE CITY; PROVIDING EXEMPTIONS;  
PROVIDING REQUIREMENTS FOR DISPLAY  
OF RABBITS FOR RETAIL SALE; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE OF JANUARY 1, 2024.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

**SECTION ONE.** Section 4-9 of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 4-9. Regulation of dog, ~~and cat,~~ and rabbit sales.**

(a) *[Definitions.]* For the purposes of this section:

- (1) The term "pet store" shall mean any retail establishment, including any use known as, a pet shop, dog beauty parlor, pet hospital, flea market, which is open to the public and engaging in retail sale of pet supplies or services, ~~or dogs, or cats,~~ or rabbits, or any combination of rabbits, dogs, and cats.
- (2) The term "retail sale" includes display, offer for sale, offer for adoption, barter, auction, or otherwise transfer for compensation of dogs, cats, rabbits, or any combination of the same both.
- (3) The term "rescue or humane organization" means a pet shelter or pet foster home, a publicly owned animal control facility or animal shelter, or other duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, which does not breed animals.

(b) *Prohibition.*

- (1) No pet store shall offer for retail sale any dog, ~~or cat,~~ or rabbit in the City.
- (2) No person shall make or offer for retail sale any dog, ~~or cat,~~ or rabbit on or in any street, public property, or commercial parking lot.

(c) *Exemptions.* The retail sale prohibition shall not apply to:

- (1) A person who engages in hobby or home breeding and sale of dogs, ~~or cats,~~ or rabbits at their residence;

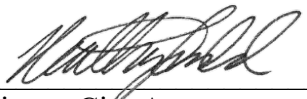
- (2) A rescue or humane organization;
  - (3) A pet store which only displays dogs, ~~or cats,~~ or rabbits in accordance with an agreement to display animals for retail sale or adoption on behalf of a rescue or humane organization.
- (d) *Display of dogs and cats.* Any dog, ~~or cat,~~ or rabbit displayed or available for retail sale by an exempt person or entity pursuant to this section shall comply with the following:
- (1) All dog, ~~or cat,~~ or rabbit displays must include a placard or other identification including the breed or type of animal (if known), approximate age, source of the dog, ~~or cat,~~ or rabbit, and any known health issues of the dog, ~~or cat,~~ or rabbit.
  - (2) All identification information and records, including the source of the dog, ~~or cat,~~ or rabbit, and the buyer's contact information must be kept on file for at least 365 days after the sale or transfer of ownership of the dog, ~~or cat,~~ or rabbit.
  - (3) All dogs or cats must be a minimum of eight weeks old.
  - (4) All rabbits must be a minimum of two months old.
  - (54) All dogs, ~~or cats,~~ or rabbits on display for retail sale must have access to fresh water.
  - (65) All display areas shall be kept clean and free of waste.
  - (76) Each dog, ~~or cat,~~ or rabbit available for retail sale must be accompanied by a current health certificate of veterinary inspection dated not more than 45 days before the retail sale of any dog, ~~or cat,~~ or rabbit.
  - (87) The seller of any dog or cat shall advise the buyer of Florida law that requires all dogs and cats four months of age or older receive a rabies vaccine.
- (e) *Penalties.* The fine for each violation of this section shall be \$500.00 per violation. Each dog, ~~or cat,~~ or rabbit sold or offered for sale in violation of this section shall constitute a separate offense.

**SECTION TWO.** Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

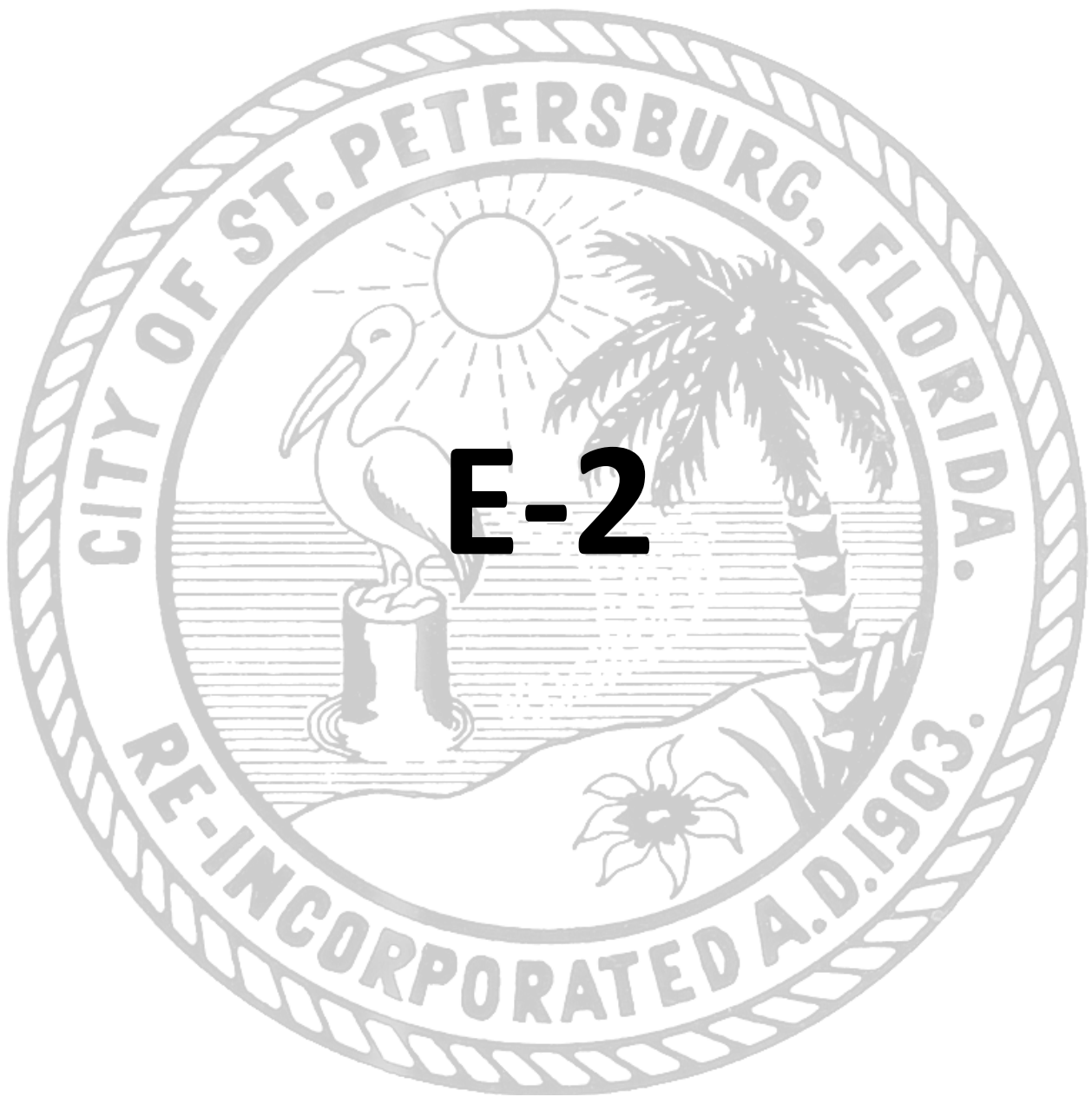
**SECTION THREE.** The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

**SECTION FOUR.** In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, this ordinance and the amendments to the City Code contemplated herein shall become effective and enforceable on January 1, 2024. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective and enforceable on January 1, 2024.

LEGAL:

  
\_\_\_\_\_  
Assistant City Attorney

The following page(s) contain the backup material for Agenda Item: Ordinance 558-H. An Ordinance creating Chapter 2, Article V, Division 10, Sections 2-281 through 2-288, Minority And Women Business Enterprise Program (“Program”); establishing findings, purpose, and goals; creating definitions; establishing the authority and responsibilities of the POD; establishing solicitation and contract requirements related to achieving required minority business enterprise or women business enterprise participation percentages in certain contracts; creating provisions addressing noncompliance with Chapter 2, Article V, Division 10; setting forth reporting requirements for the program; providing for conformity with federal, state, and local laws; providing for a sunset date; and providing an effective date.  
Please scroll down to view the backup material.



## ST. PETERSBURG CITY COUNCIL

**TO:** The Honorable Brandi Gabbard, Chair, and Members of City Council

**FROM:** Stephanie Swinson, Director, Procurement & Supply Management

**DATE:** September 14, 2023

**SUBJECT:** An Ordinance creating Chapter 2, Article V, Division 10, Sections 2-281 through 2-288, Minority and Women Business Enterprise Program (“program”); establishing findings, purpose, and goals; creating definitions; establishing the authority and responsibilities of the POD; establishing solicitation and contract requirements related to achieving required minority business enterprise or women business enterprise participation percentages in certain contracts; creating provisions addressing noncompliance with Chapter 2, Article V, Division 10; setting forth reporting requirements for the program; providing for conformity with federal, state, and local laws; providing for a sunset date; and providing an effective date.

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**EXPLANATION:** The City conducted a Disparity Study in 2021 during which time the City’s utilization of women-owned, minority-owned, and non-minority owned male-owned businesses during the period from October 1, 2014 through September 30, 2018 were reviewed. This review found disparities between the availability and utilization of certain Minority Business Enterprises and Women Business Enterprises for construction, professional services and goods and services at both the prime and subcontractor levels. The Disparity Study recommended that the City utilize both race- and gender-neutral and race- and gender-conscious based programs to reduce the documented disparities.

The attached draft Ordinance creates Chapter 2, Article V, Division 10, Sections 2-281 through 2-288, Minority and Women Business Enterprise Program of the City Code.

Important factors being implemented with this Ordinance include:

1. Defining a Minority-Owned Business Enterprise (MBE) MBE as a for-profit business that is at least 51 percent owned by a minority or minorities with management and daily operations controlled by a minority of minorities. The business must (i) be responsible for the execution of a distinct element of a contract, (ii) carry out that responsibility by actually performing, managing, and supervising the work involved, and (iii) possess the skills, qualifications, or expertise necessary to perform, manage, and supervise the work.

2. For the purposes of this division, a minority includes Black Americans, Hispanic Americans, Native Americans, Asian-Americans, or other minorities as defined in the City's Disparity Study.
3. Defines a Women-Owned Business Enterprise (WBE) WBE as a for-profit business that is at least 51 percent owned by a woman or women with management and daily operations controlled by a woman or women. The business must (i) be responsible for the execution of a distinct element of a contract, (ii) carry out that responsibility by actually performing, managing, and supervising the work involved, and (iii) possess the skills, qualifications, or expertise necessary to perform, manage, and supervise the work.
4. Granting the POD authority to establish procedures and administrative policies related to certification that WBEs and MBEs have met the requirements of this division, including but not limited to:
  - a. Determining whether a business is performing a commercially useful function by reviewing the following: (i) normal industry practices, (ii) whether the business owners perform, manage, or supervise the work involved, and (iii) and other relevant factors;
  - b. Determining ownership of a business by evaluating the customary incidents of ownership, including the right of disposition and sharing in all risks and profits commensurate with the degree of ownership interest;
  - c. Recertification of WBEs and MBEs;
  - d. Recognizing certification of WBEs and MBEs by another government agency utilizing similar certification criteria; and
  - e. Maintaining and making available to prime contractors and all City departments a current list of City-certified WBEs and MBEs.
5. The Women and Minority Business Enterprise Program shall sunset five years after taking effect unless otherwise reenacted.

**RECOMMENDATION:** Administration recommends that City Council approve Ordinance Chapter 2, Article V, Division 10, Sections 2-281 through 2-288, creating the Women and Minority Business Enterprise Program.

Attachments

SS:kb



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CREATING CHAPTER 2, ARTICLE V, DIVISION 10, SECTIONS 2-281 THROUGH 2-288, MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM (“PROGRAM”); ESTABLISHING FINDINGS, PURPOSE, AND GOALS; CREATING DEFINITIONS; ESTABLISHING THE AUTHORITY AND RESPONSIBILITIES OF THE POD; ESTABLISHING SOLICITATION AND CONTRACT REQUIREMENTS RELATED TO ACHIEVING REQUIRED MINORITY BUSINESS ENTERPRISE OR WOMEN BUSINESS ENTERPRISE PARTICIPATION PERCENTAGES IN CERTAIN CONTRACTS; CREATING PROVISIONS ADDRESSING NONCOMPLIANCE WITH CHAPTER 2, ARTICLE V, DIVISION 10; SETTING FORTH REPORTING REQUIREMENTS FOR THE PROGRAM; PROVIDING FOR CONFORMITY WITH FEDERAL, STATE, AND LOCAL LAWS; PROVIDING FOR A SUNSET DATE; AND PROVIDING AN EFFECTIVE DATE.**

**THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:**

**Section One.** Chapter 2, Article V, Division 10 of the St. Petersburg City Code is hereby created to read as follows:

**DIVISION 10. MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

**Sec. 2-281. Findings, Purpose, and Goals.**

*(a) Findings.*

(1) The City awards millions of dollars in contracts each year for services, supplies, and construction, which results in the creation of a wide variety of opportunities. Requiring the utilization of minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs) will promote business and economic development by increasing the number of experienced and skilled businesses in St. Petersburg and surrounding areas.

(2) The Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), enunciated certain standards that are necessary to maintain effective contracting programs in compliance with constitutional requirements.

(3) The City conducted a Disparity Study in 2021 to comply with the standards promulgated in *Croson* and its progeny. The goal of the Disparity Study was to serve as the factual underpinning for the creation of equitable opportunities for all members of the City contracting community. The Disparity Study reviewed the City's utilization of woman-owned, minority-owned, and non-minority male-owned businesses during the period from October 1, 2014 through September 30, 2018 and found disparities between the availability and utilization of certain MBEs and WBEs for construction, professional services, and goods and services at both the prime and subcontractor levels. The Disparity Study recommended that the City utilize both race- and gender-neutral and race- and gender-conscious based programs to reduce the documented disparities.

(4) The City has utilized a race- and gender-neutral program, the Small Business Enterprise (SBE) program since 2006. The Disparity Study revealed that despite the use of a race- and gender-neutral program, disparities exist between the availability and utilization of certain MBEs and WBEs. The City will continue to utilize the SBE program along with the MBE and WBE program.

(5) The City finds that enhancing opportunities for MBEs and WBEs will enable the City to remedy discrimination on the basis of race, ethnicity, or sex in the award of and participation in City contracts for services, supplies, and construction and to abolish barriers to full participation in such City contracts by all persons, regardless of race, ethnicity or sex.

(6) In the event a prime contractor subject to any requirements imposed on it pursuant to this division fails to comply with such requirements, the City will sustain damages in an amount that is not readily ascertainable due to the loss of the benefits described in subsection (5) above. Accordingly, the consequences for noncompliance in section 2-285 are intended to be reasonable and proportionate to the damage to the City that would be expected to follow from the loss of benefits described in subsection (5) above.

(b) *Purpose.* The purpose of the Women and Minority Business Enterprise Program is to establish a race- and gender-conscious program to remedy discrimination and to ensure competitive business opportunities for qualified business enterprises owned by minorities and women. It is the City's intent to abolish barriers to full participation in City contracts for services, supplies, and construction by all persons, regardless of race, ethnicity, or sex.

(c) *Annual aspirational goal.* The City Council shall review the level of MBE and WBE contract participation after each annual report required by this division and set an annual aspirational goal for the participation of MBEs and WBEs in City contracts for services, supplies, and construction, which goal reflects the experience and the relevant availability of MBEs and WBEs.

## **Sec. 2-282. Definitions.**

In addition to the definitions in the Procurement Code, as used in this division, the following terms shall have the meaning ascribed to them below, unless the context clearly indicates otherwise:

*Certified* means the process whereby a business has been found to meet the requirements of this division to qualify as a MBE or WBE, which may include certification by another government agency recognized by the City.

*Minority-Owned Business Enterprise* or *MBE* means a for-profit business that is at least 51 percent owned by a minority or minorities with management and daily operations controlled by a minority or minorities. The business must (i) be responsible for the execution of a distinct element of a contract, (ii) carry out that responsibility by actually performing, managing, and supervising the work involved, and (iii) possess the skills, qualifications, or expertise necessary to perform, manage, and supervise the work. For the purposes of this division, a minority includes Black Americans, Hispanic Americans, Native Americans, Asian-Americans, or other minorities as defined in the City's Disparity Study.

*Prime Contractor* means a person or entity that serves as the party to the contract with the City, acting directly or through agents or employees, to (i) perform services, (ii) provide supplies, or (iii) perform construction for the City.

*Sheltered Market* means the process in which certain contracts for services, supplies, and construction are designated, before a solicitation is issued, for competition among MBEs and WBEs only.

*Subcontractor* means a person or entity that performs, through a secondary contract with the prime contractor, some or all of the obligations of the prime contractor, which may include performing services, providing supplies, or performing construction.

*Women-Owned Business Enterprise* or *WBE* means a for-profit business that is at least 51 percent owned by a woman or women with management and daily operations controlled by a woman or women. The business must (i) be responsible for the execution of a distinct element of a contract, (ii) carry out that responsibility by actually performing, managing, and supervising the work involved, and (iii) possess the skills, qualifications, or expertise necessary to perform, manage, and supervise the work.

#### **Sec. 2-283. Authority and responsibilities of the POD.**

(a) *Certification.* The POD is authorized to certify and to establish procedures and administrative policies to certify that MBEs and WBEs have met the requirements of this division, including but not limited to:

(1) Determining whether a business is performing a commercially useful function by reviewing (i) normal industry practices, (ii) whether the business owners perform, manage, or supervise the work involved, and (iii) and other relevant factors;

(2) Determining ownership of a business by evaluating the customary incidents of ownership, including the right of disposition and sharing in all risks and profits commensurate with the degree of ownership interest;

(3) Recertification of MBEs and WBEs;

(4) Recognizing certification of MBEs and WBEs by another government agency utilizing similar certification criteria; and

(5) Maintaining and making available to prime contractors and all City departments a current list of City-certified MBEs and WBEs.

(b) *Establishing required participation percentages for construction projects of \$100,000 or more.* The POD shall establish MBE or WBE participation percentage requirements for each construction project of \$100,000 or more. The required participation percentage must not exceed 50 percent for each construction project. The required participation percentage must be based on (i) the availability of MBEs and WBEs to perform the services on a project-by-project, contract-by-contract, or job-order-by-job-order basis, (ii) the City's progress toward meeting its annual aspirational goal, and (iii) other relevant factors.

(c) *Establishing required participation percentages in other contracts.* In addition to the contracts specified in section 2-283(b), the POD may establish MBE or WBE participation percentage requirements for any other contracts to which the City is a party if the POD determines that including such participation percentage requirements in the contract is in the best interest of the City and would help achieve the purpose of this division.

(d) *Sheltered market.* The POD may utilize a sheltered market to provide contract opportunities for MBEs or WBEs in contracts for construction projects of less than \$100,000 and contracts of less than \$100,000 for supplies and services, including professional services (except those professional services defined in F.S. § 287.055, which include architect, engineering, landscape architecture, and registered surveying), provided the POD determines that (i) there are sufficient MBEs or WBEs to afford effective competition in a sheltered market and (ii) utilizing a sheltered market is in the best interest of the City. For contracts placed in a sheltered market, at least 20 percent of the contracting effort (including the cost of supplies) must be self-performed by the MBE or WBE prime contractor. MBE and WBE prime contractors responding to solicitations in a sheltered market must submit the documentation and information required by the POD.

(e) *Bid discounts.* For evaluation purposes only, the POD may apply objectively measurable discounts for evaluating bids submitted by MBEs or WBEs for supplies, services, or construction projects under \$100,000 where the bid does not include a required participation percentage. When applying such discounts, the POD shall use the following scale as a basis to determine the lowest responsible and responsive bidder:

<b>Percentage of Discount</b>	<b>Amount Range for Bids (\$)</b>
15% on low bids from	0–1,499
10% on low bids from	1,500–19,999
9% on low bids from	20,000–39,999
8% on low bids from	40,000–59,999
7% on low bids from	60,000–79,999
6% on low bids from	80,000–99,999

(f) *Evaluation criteria.* MBE or WBE certification may be included as a factor in evaluation criteria in requests for proposals and requests for qualifications.

(g) *Procedures and administrative policies; evaluation of good faith efforts.* The POD is authorized to prepare procedures and administrative policies to implement, monitor, and enforce the requirements of this division and associated contract requirements. Such procedures and administrative policies must establish criteria for what constitutes good faith efforts consistent with this division. The POD's evaluation of a prime contractor's good faith efforts to achieve the required participation percentage includes but is not limited to whether the prime contractor: (i) advertised in general circulation, trade association, or minority-owned and women-owned business focus media concerning the subcontracting opportunities; (ii) provided written notice of the solicitation to relevant subcontractors listed on the City's list of certified MBEs and WBEs and followed up on initial solicitation interest in sufficient time to allow MBEs and WBEs to participate effectively; and (iii) used the services of available supplier diversity offices and organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

#### **Sec. 2-284. Achieving required participation percentages in certain contracts.**

(a) *Responses to solicitations.* Prime contractors submitting responses to solicitations for services, supplies, or construction that include a MBE or WBE participation percentage requirement must subcontract the designated percentage of the work, including the cost of supplies, to MBE or WBE subcontractors or demonstrate and document good faith efforts to satisfy the participation percentage. Prime contractors submitting responses to solicitations for services, supplies, or construction that include a MBE or WBE participation percentage shall submit, in the form specified by the POD, the following with their response: a list of the names of the intended MBEs and WBEs to be utilized as subcontractors in the performance of the contract, including for each: (i) relevant contact persons and information; (ii) a description of the work to be performed by each intended MBE and WBE; (iii) the agreed-upon dollar value for such work; and (iv) a letter of intent from each MBE and WBE indicating its intention to perform as a subcontractor. The POD has the right to reject solicitation responses for noncompliance with this subsection.

(b) *No compliant solicitation responses received.* Where it is determined that none of the solicitation responses meet the requirements of this division, the POD will have the discretion to (i) reject all solicitation responses and resolicit the project or contract or (ii) select the response which substantially complies with this division if the POD determines that such selection is in the

best interest of the City. If the latter option is selected, the POD shall set forth in writing the reasons for selection. Nothing in this subsection precludes the POD from exercising the POD's authority to accept or reject responses to solicitations in accordance with other sections of the Code or the solicitation documents.

(c) *Award of contracts.* All contracts shall be awarded pursuant to the applicable standard for award as identified in the Code, the solicitation documents, or applicable laws.

(d) *Contract requirements.* Each contract between the City and a prime contractor that includes a MBE or WBE participation percentage requirement must (i) include a provision requiring the prime contractor to comply with the requirements of this division, (ii) identify the required participation percentage, and (iii) provide that failure of the prime contractor to comply with such requirements will result in consequences for noncompliance.

(e) *Changes to designated MBE or WBE subcontractors.* Proposed changes to any designated MBE or WBE subcontractor after the prime contractor has submitted a response to the solicitation—or after the contract is executed if there was no solicitation—must be approved by the POD. The prime contractor must work diligently to replace any MBE or WBE subcontractor that can no longer perform under the contract with another MBE or WBE subcontractor.

(f) *Compliance documentation.* The prime contractor subject to contractual MBE or WBE participation percentage requirements pursuant to this division shall keep and maintain, for the duration of the contract, accurate records demonstrating compliance with the required MBE and WBE participation percentage. The prime contractor shall submit such records to the POD monthly for the duration of the contract or in accordance with an alternative submission schedule for such records identified in the contract, if any. The prime contractor is responsible for assuring that all documentation required by this division and the contract is submitted to the POD in the form specified by the POD.

(g) *Good faith efforts documentation.* The prime contractor subject to contractual MBE or WBE participation percentage requirements pursuant to this division shall achieve and maintain the required MBE or WBE participation percentage identified in the contract. If the prime contractor is not able to achieve or maintain the required MBE or WBE participation percentage, the prime contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required participation percentage. The prime contractor shall submit such documentation on forms provided by the POD. The POD will review the documentation and evaluate and determine, in accordance with this division, whether the prime contractor made good faith efforts to achieve or maintain the required MBE or WBE participation percentage.

## **Sec. 2-285. Compliance monitoring; consequences for noncompliance.**

(a) *Compliance monitoring.* The POD is authorized to monitor contracts and prime contractors for compliance with the requirements of this division and associated contractual requirements throughout the duration of the contract.

(b) *Consequences for noncompliance.* If the prime contractor that is a party to a contract containing a required MBE or WBE participation percentage fails to comply with the requirements of this division and associated contractual requirements, the POD shall address such noncompliance as follows:

(1) For a first failure to comply with the requirements of this division and associated contractual requirements—For construction projects, the prime contractor will forfeit a percentage of the retainage for the project equal to the combined required MBE and WBE participation percentage established for that project (e.g., if the combined required MBE and WBE participation percentage is ten percent, then ten percent of the retainage for the project will be forfeited). For all other contracts, the prime contractor will be debarred from responding to solicitations for all City contracts for six months.

(2) For a second failure to comply with the requirements of this division and associated contractual requirements—The prime contractor will be debarred from responding to solicitations for all City contracts for one year.

(3) For a third failure to comply with the requirements of this division and associated contractual requirements—The prime contractor will be debarred from responding to solicitations for all City contracts for three years.

(4) Following such third failure, the next failure is considered a first failure for purposes of determining consequences for noncompliance under this subsection.

#### **Sec. 2-286. Compliance with federal and state regulations.**

The provisions of this division shall be construed according to and in conformity with state, federal, and local laws concerning the solicitation and awarding of contracts. Where a project, solicitation, or contract involves the expenditure of state or federal assistance or contract funds, the POD shall comply with such state or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project, solicitation, or contract.

#### **Sec. 2-287. Annual report.**

The POD shall annually provide a report to the designated City Council committee regarding the Minority and Women Business Enterprise Program. Such report must include the availability of MBEs and WBEs and the level of MBE and WBE participation in City contracts for services, supplies, and construction.

#### **Sec. 2-288. Sunset.**

The Minority and Women Business Enterprise Program shall sunset five years after taking effect unless otherwise reenacted; provided, however, that such sunset will not affect any requirements identified in solicitations issued prior to the sunset date, any obligations of a prime contractor pursuant to a contract entered into prior to the sunset date, or any consequences for noncompliance imposed on a prime contractor pursuant to such solicitations or contracts issued or entered into

prior to the sunset date. The City shall regularly review the operations and achievements of the Minority and Women Business Enterprise Program.

**Secs. 2-289—2-298. Reserved.**

**Section Two.** The provisions of this ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

**Section Three.** As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

**Section Four.** In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, this ordinance shall become effective 90 days after adoption. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective 90 days after a successful vote to override the veto.

Approved as to form and content:

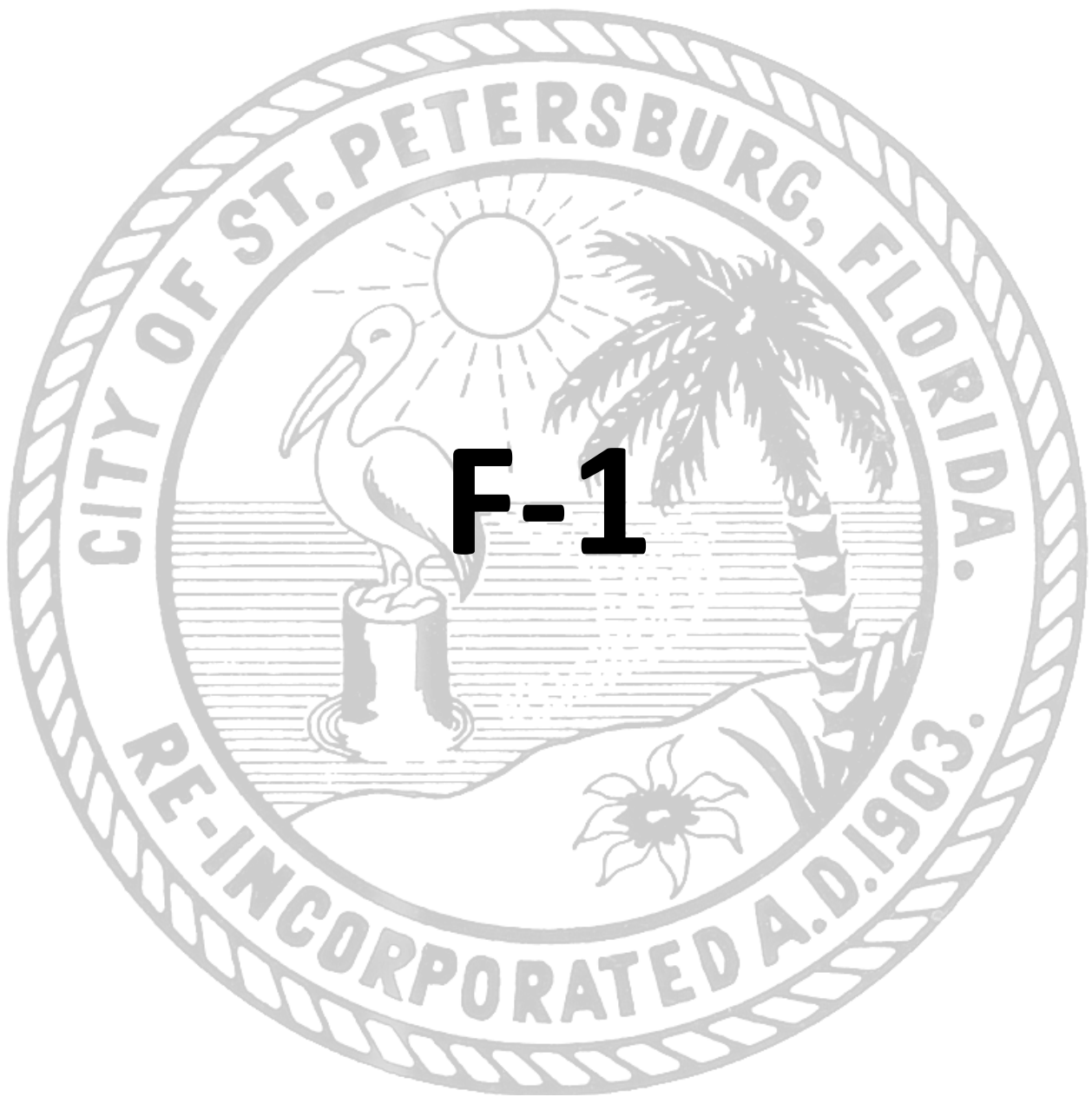


\_\_\_\_\_  
City Attorney (designee)

00696686



The following page(s) contain the backup material for Agenda Item: A Resolution approving an amendment to the City of St. Petersburg's Fiscal Policies to (i) change the target fund balance of the General Fund to 12% of the current adopted budget, (ii) provide a process for a fund balance target to be established if an enterprise fund is unsubsidized for three years, (iii) add a target fund balance for the Sunken Gardens Operating Fund, and (iv) add language relating to the prepayment of Annual Recommended Contributions of city pension funds; reaffirming the City's Fiscal Policies as amended for fiscal year 2024; and providing an effective date.  
Please scroll down to view the backup material.



City of St. Petersburg  
**MEMORANDUM**  
Finance and Budget and Management Departments

TO: Honorable Brandi Gabbard, Chair, and Members of City Council

FROM: Anne Fritz, CFO *Aaf*  
Liz Makofske, Budget and Management Director *EMM*

DATE: September 1, 2023

RE: **Modifications to the FY24 Fiscal Policies**

**Background:** At the August 10, 2023, meeting of the Budget, Finance and Taxation (BF&T) Committee the Finance and Budget and Management Departments presented proposed modifications to the city's Fiscal Policies for Fiscal Year 2024. These modifications were approved by the BF&T Committee.

Below is a description of the proposed modifications to the city's Fiscal Policies:

**Explanation:**

**Fiscal Policy for Annual Operating Revenues and Expenses**

**Fund Balance Reserve Target**

**Current Status:** The General Fund target fund balance is 10% of the fund's current year adopted budget.

**Recommendation:** Increase the target fund balance to 12% of the current year adopted General Fund budget. This will be reviewed annually and adjusted with the goal of having an unrestricted fund balance equivalent to two months (16.7%) of the current year appropriation. The Government Finance Officers Association (GFOA) recommends, at a minimum, that governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures. Increasing the target will also help maintain the city's bond ratings. Please see page 6 of the Fiscal Policies.

**Current Status:** The Sunken Gardens Operating Fund has no fund balance target.

**Recommendation:** Increase the target fund balance to one month of the current year appropriation (8.3%), which is consistent with the target fund balance for most of the other enterprise funds. Update language that if a subsidized fund is no longer subsidized for three years then a target fund balance will be established. Please see page 7 of the Fiscal Policies.

**Specific Guidelines for Individual Funds**

**Current Status:** The fiscal policies do not address early prepayment of Annual Recommended Contributions (ARC) to the City pension funds.

**Recommendation:** Add the following language to the city's Fiscal Policies:

There may be circumstances where the City may use available resources in the General Fund in excess of the stated targets for a fiscal year to prepay future required actuarially determined City contributions to the pension plans. Such a circumstance would be advantageous when there is a decrease in market value compared to expected return, salary increases and cost of living adjustments higher than expected from the prior year plan, and updated assumptions were drivers to this increase. The strategic use of available resources in the General Fund in excess of the stated targets in a fiscal year will reduce the estimated appropriation needed in the future fiscal year.

Please see page 10 of the Fiscal Policies.

Attachments: Draft Fiscal Policies with proposed modifications and resolution

cc: Mayor Kenneth T. Welch  
Doyle Walsh, Chief of Staff  
Rob Gerdes, City Administrator  
Tom Greene, Assistant City Administrator

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF ST. PETERSBURG’S FISCAL POLICIES TO (I) CHANGE THE TARGET FUND BALANCE OF THE GENERAL FUND TO 12% OF THE CURRENT ADOPTED BUDGET, (II) PROVIDE A PROCESS FOR A FUND BALANCE TARGET TO BE ESTABLISHED IF AN ENTERPRISE FUND IS UNSUBSIDIZED FOR THREE YEARS, (III) ADD A TARGET FUND BALANCE FOR THE SUNKEN GARDENS OPERATING FUND, AND (IV) ADD LANGUAGE RELATING TO THE PREPAYMENT OF ANNUAL RECOMMENDED CONTRIBUTIONS OF CITY PENSION FUNDS; REAFFIRMING THE CITY’S FISCAL POLICIES AS AMENDED FOR FISCAL YEAR 2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts (“Fiscal Policies”); and

**WHEREAS**, the Fiscal Policies are organized under four subject headings including General Fiscal Policy, Fiscal Policy for Annual Operating Revenue and Expenses, Fiscal Policy on Investments and Fiscal Policy for Capital Expenditure and Debt Financing; and

**WHEREAS**, annually, as part of the budget development process, Administration reviews and evaluates whether to recommend modifications to the Fiscal Policies; and

**WHEREAS**, Administration has completed its review and after input from the Budget, Finance and Taxation Committee recommends an amendment to the Fiscal Policies to (i) change the target fund balance calculation for the General Fund to 12% of the current year adopted budget, (ii) provide a process for a fund balance target to be established if an enterprise fund is unsubsidized for three years, (iii) add a target fund balance for the Sunken Gardens Operating Fund, and (iv) add language related to the prepayment of Annual Recommended Contributions of city pension funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that an amendment to the City of St. Petersburg’s Fiscal Policies to (i) change the target fund balance calculation for the General Fund to 12% of the current year adopted budget, (ii) provide a process for a fund balance target to be established if an enterprise fund is unsubsidized for three years, (iii) add a target fund balance for the Sunken Gardens Operating Fund, and (iv) add language related to the prepayment of Annual Recommended Contributions of city pension funds is hereby approved.

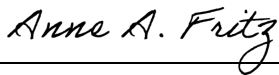
**BE IT FURTHER RESOLVED** that the Fiscal Policies as amended are reaffirmed for Fiscal Year 2024.

This resolution shall become effective immediately upon its adoption.

LEGAL:

  
00697239

DEPARTMENT:

  
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BUDGET:

  
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## FISCAL POLICIES

The city of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts. These policies were originally approved by City Council in July 1980. Subsequently, the 1980 policies were updated and expanded, and codified in the city's Administrative Policies and Procedures. In order to keep these policies up to date, they are reviewed annually as part of the budget process and revised as needed. Previous changes to this policy statement include revisions that were approved by City Council on July 19, 2002 (Resolution 2002-406) and the city's detailed Investment Policy was revised and approved on April 16, 2009 (Resolution 2009-215). Changes to these policies to keep compliant with Governmental Accounting Standards Board Statement #54 were adopted by City Council on August 26, 2010, by Resolution 2010-442. These policies were updated again on August 4, 2011, by Resolution 2011-312. An amendment (Resolution 2012-276) to these policies was approved on June 14, 2012, which revised the policy to reflect that ad valorem shall be earmarked to support the Police Department. During fiscal year 2014, the policies were amended on April 17, 2014 (Resolution 2014-166) to restructure the fund balance target for the General Fund Group of Funds and the core General Fund. Another update to the policies was approved on September 20, 2018, by Resolution 2018-492 and included modifications to the fund target balances, individual fund guidelines, Penny for Pinellas, Enterprise Capital Improvements, and debt policy sections. It also added new language defining the working capital calculation. The next update was in fiscal year 2021 by Resolution 2020-375 which included adding a reference to the city's Integrated Sustainability Action Plan (ISAP), updates to fund balance targets for the Internal Service Funds and the Building Permit Special Revenue Fund, including the Revolving Energy Investment Fund in the General Fund Group of funds, and updating the language for the bond funding requirement ratio in the enterprise funds. Another recent update was for fiscal year 2022 by Resolution 2021-450, which provided language for periodic reviews of advances and inter-fund loans to ensure compliance with General Accepted Accounting Principles (GAAP), added new funds to the General Fund Group of Funds, updated the language on the use of the Economic Stability Fund balance and lease purchases or borrowing for assets, and removed references to the Penny for Pinellas Round III. The most recent update was for fiscal year 2023 by Resolution 2022-468 and amended the policies to add a new fund to the General Fund Group of Funds, update a fund's name, increase the target fund balance for the General Fund to 10%, and update the target balance calculation of the General Fund to exclude certain transfers. It is anticipated that these policies will be amended as part of the city's annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under four subject headings:

- I. **General Fiscal Policy** presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the city's operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.
- II. **Fiscal Policy for Annual Operating Revenue and Expenses** outlines the policies for budgeting and accounting for revenue and requirements and provides adequate fund balances in the city's various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.
- III. **Fiscal Policy on Investments** provides guidelines for investing, operating and capital balances.
- IV. **Fiscal Policy for Capital Expenditures and Debt Financing** directly relates to the resources and requirements of the capital improvement program. Included are overall policies on issuance of debt, as well as guidelines applicable to specific fund types.

The city attempts to adhere to these fiscal policies in the conduct of its operations. However, it must be noted that these policies are guidelines and not statutory limitations. Some of the policies, particularly with regard to recommended fund balances, are designed as goals to be pursued, not necessarily achieved on an annual or ongoing basis. The city reserves the right to deviate from any or all of the fiscal policies if such action is determined by City Council to be in the best interest of St. Petersburg as a whole.

## **I. GENERAL FISCAL POLICY**

### **A. GENERAL GUIDELINES**

1. The annual operating budget of the city of St. Petersburg, Florida shall balance the public service needs of the community with the fiscal capabilities of the city. It is intended to achieve those goals and objectives established by City Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the city's public safety, environmental health, economic development, employment, physical appearance, living conditions, and affordable housing. Services shall be provided on a most cost-effective basis.
2. The city recognizes that its citizens deserve a commitment from the city to fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Annual operating expenditures (personal services, contracts, commodities, supplies, capital outlay, outside agency support, and transfers) will be fiscally balanced with revenues or income estimates that can reasonably and normally be projected to be received during the fiscal year. New programs, or changes in policies that would require the expenditure of additional operating funds, will either be funded through reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or modified programs or policies will be accompanied by an analysis of the short and long-term impact on the operating budget caused by such changed or new program or policy, with significant changes reported to the appropriate Council committee and/or full Council.
3. New programs, services, or facilities shall be based on general citizen demand, need, or legislated mandate.
4. The city shall prepare and implement a capital improvement program (CIP), consistent with state requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP budget. The CIP shall balance the needs for improved public facilities and infrastructure, consistent with the city's comprehensive plan, within the fiscal capabilities and limitations of the city.
5. The city shall maintain its accounting records in accordance with Generally Accepted Accounting Principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). In addition, federal and state grant accounting standards will be met.
6. Consistent with Council Resolution 2009-247, a financial report shall be distributed to City Council following the close of each fiscal quarter. This report shall include the city's investments, pension funds, debt, revenues, expenditures/expenses, and fund balances, and shall be presented in a form and forum specified by Council.



7. The city shall provide funding for public services on a fair and equitable basis and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age, or disability.
8. Budgets for all city departments and all other city expenditures/expenses shall be under City Council appropriation control.
9. Transfers between funds will be permitted with City Council approval, which are consistent with city policies, resolutions, ordinances, and external restrictions.
10. Advances and inter-fund loans must be supported by a fiscally sound source of funds available for repayment and must comply with any applicable bond covenants. There will be a review during the annual budget process of all advances and inter-fund loans to determine if changes to the timing of repayment and amounts of such repayments are necessary. Subject to City Council approval and if it is determined that the repayment of any advance or inter-fund loan is no longer viable due to unforeseen circumstances, such advance or interfund loan will be converted to transfers as per governmental accounting standards.
11. Preparation of the city's budget shall be in such format as to allow correlation with the expenditures/expenses reported in the city's Annual Comprehensive Financial Report, with content of said budget to include that required by Section 6.01 of the City Charter and section 13(c), Chapter 15505, Special Laws of the State of Florida, 1931, or as later revised by ordinance of the City Council and now codified in §2-126 St. Petersburg City Code. Detailed estimates per Section 13(c)(1) shall be by object code at the division or program level and summarized by department.
12. An analysis shall be made to determine and project life cycle cost of ownership where appropriate, when it is proposed that the city lease or rent facilities or equipment from an outside source, if such costs will commit the city to \$50,000 or more in any one year.

***B. FISCAL SUSTAINABILITY AND THE CITY'S INTEGRATED SUSTAINABILITY ACTION PLAN***

1. The city's Integrated Sustainability Action Plan (ISAP) was approved by City Council on April 18, 2019, and the goals and actions are incorporated into the City's fiscal policies.
2. The plan includes the following:

**Sustainability Action Implementation**

Early action for equity and racial justice work  
Economic development and workforce development  
Built Environment  
Climate & Energy  
Economy & Jobs  
Education, Arts & Community  
Equity & Empowerment  
Health & Safety  
Natural Systems  
Innovation & Process Improvement  
Community & Business Partnerships

3. The city's fiscal policies and financial planning process are designed to incorporate the ISAP plan with a focus on the city's long-term fiscal sustainability through proper planning, prioritization, and processes.

## **II. FISCAL POLICY FOR ANNUAL OPERATING REVENUES AND EXPENSES**

### **A. ALL FUNDS**

1. Revenue
  - a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions of future conditions using a conservative basis to ensure that estimates are realized.
  - b. The operating budget will be prepared based on 96% of the certified taxable value of the property tax roll.
  - c. The city will not use long-term debt to finance expenditures/expenses required for operations.
  - d. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Minimum fund balances shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as assigned.
2. Expenditures/Expenses
  - a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the budget of the proper operating fund.
  - b. Contractual obligations required by labor agreements and compensation plans for employees will be included in the budget or provided through supplemental appropriations, dependent upon available funds.
  - c. Capital funding will be provided for major improvements and automation of services based on multiple-year planning and appropriate cost benefit analysis.
  - d. Equipment replacement (capital outlay) not funded by a replacement fund will be included in the operating budget of the department requesting the equipment.

### 3. Fund Balance

- a. Maintaining an adequate fund balance is essential to the financial health of the city, to maintain high bond ratings and to ensure its ability to serve its citizens, meet emergency needs and unforeseen circumstances. Accordingly, some of the funds will have fund balance reserve targets which are not requirements but are considered to be goals of the city. The General Fund “Group of Funds” fund balance target will be considered appropriate in the amount of 20% of the current year’s operating appropriations for the General Fund “Group of Funds”. The budgetary fund balance of the General Fund, the Economic Stability Fund, Preservation Reserve Fund, Affordable Housing Fund, Community Benefit Agreement Fund, Assessment Revenue Fund, Arts in Public Places Fund, Downtown Open Space Fund, Employment Center - 2 Open Space, Revolving Energy Investment Fund, Technology and Infrastructure Fund, and Treasurer’s Accounts Funds are included within the General Fund “Group of Funds” fund balance for purpose of determining if the target has been achieved.
- b. In compliance with governmental accounting standards the following terminology will be used in reporting the city’s fund balances:

*Nonspendable fund balance* – amounts that are not in a spendable form (such as inventory and prepaids) or are required to be maintained intact (such as the corpus of an endowment fund).

*Restricted fund balance* – amounts constrained to specific purposes by external providers (such as grantors, bondholders, and higher levels of government).

Unrestricted fund balance:

*Committed fund balance* – amounts constrained to specific purposes by City Council resolution or ordinance. To be reported as committed, amounts cannot be used for any other purpose unless the City Council reverses or amends the applicable resolution or ordinance to remove or change the constraint.

*Assigned fund balance* – amounts the city intends to use for a specific purpose. Intent can be expressed by the City Council or recommended by the mayor/administration. There are two essential differences between committed fund balance and assigned fund balance. First, committed fund balance requires action by the City Council, whereas assigned fund balance allows that authority to be delegated to some other body or official. Second, formal action is necessary to impose, remove, or modify a constraint reflected in committed fund balance, whereas less formality is necessary in the case of assigned fund balance.

*Unassigned fund balance* – The General Fund, as the principal operating fund of the government, often will have net resources in excess of what can properly be classified in one of the four categories already described. If so, that surplus is presented as unassigned fund balance.

*Budgetary fund balance* – It is essential for the government to maintain an adequate level of working capital in certain operating funds to mitigate current and future risks and to ensure stable services and fees. The City’s budgetary fund balance calculation is based on a working capital outlook to determine current assets or resources less liabilities that are reasonably expected to be realized in cash or consumed within one year. The City of St. Petersburg’s budgetary fund balance includes the certain current balance sheet line items plus outstanding encumbrances (purchase orders) less

unrealized gain and loss on investments (asset). Detail on the calculation is included in the *Budgetary Fund Balance Policies and Procedures*.

c. Fund Balance Reserve Target

- i. **The General Fund reserve target is 20% of the current year budgeted appropriations in that fund (excluding any internal transfers to other funds within the General Fund “Group of Funds”).** For purposes of determining if the target has been met, the budgetary fund balance of the General Fund “Group of Funds,” as defined in the Annual Comprehensive Financial Report, is compared with the annual appropriation. The General Fund “Group of Funds” includes; General Fund (0001), Preservation Reserve (0002), Affordable Housing (0006), Community Benefit Agreement Fund (0007), Economic Stability (0008), Assessment Revenue (1108), Arts in Public Places (1901), Downtown Open Space (1902), Employment Center - 2 Open Space (1904), Revolving Energy Investment Fund (5007), Technology and Infrastructure Fund (5019), and Treasurer’s Accounts Funds (6701 and 6801), as well as any additional funds that would be included in the future General Fund for financial reporting purposes per GASB Statement No. 54. There is further established a target of ~~10%~~ 12% of the current year adopted General Fund “~~Group of Funds~~” appropriations which is to remain in the core General Fund budgetary fund balance. Transfers to the General Capital Improvement Fund will be excluded from the target balance calculation. Only amounts over the ~~10%~~ 12% budgetary fund balance may be assigned or committed.
- ii. **Other governmental funds of the city do not have specified fund balance targets.** Recommended levels of committed and/or assigned fund balance will be determined on a case by case basis, based on the needs of each fund and as recommended by city officials and approved by City Council.
- iii. **Fiduciary funds do not have fund balance targets.** These funds do not represent resources available to support city activities and it would be inappropriate to establish fund balance targets.
- iv. **Proprietary funds, which include both enterprise funds and internal service funds, have fund balance targets as shown in the list on the following page.** Proprietary funds do not report fund balance amounts. However, for the purpose of setting targets, estimated fund balance amounts will be determined based on a budgetary fund balance calculation performed by the Finance Department and the calculated amounts will be compared with the established targets.

In most cases the specific targets for proprietary funds are a percentage of the annual, appropriated budget for that fund, excluding any transfer to related capital improvement funds or related replacement funds. Percentage targets can also be described in terms of a number of months of operating costs. For example, a fund balance reserve target equal to 8.3% is the same as a reserve target equal to one month of operating expenditures; 16.7% equals two months expenditures and 25% equals three months.

A few proprietary funds have targets that are not based on annual operating costs. In those cases, there will be a notation as to what the target is based on. An example is the Equipment Replacement Fund which has a target equal to 20% of the replacement cost of the equipment in the fund. The reason for the different approach

is because this fund accounts for equipment that needs to be protected from loss due to natural disaster. Additionally, the fund balance target of three insurance funds, General Liability Claims, Workers' Compensation and Health Insurance Funds, is set annually as the result of an actuarial study that looks at both short-term and long-term funding requirements. The Health Insurance Fund target will take into consideration the Florida Statutory requirement of 25% of the annual appropriation as well as the value of the incurred but not reported (IBNR) claims.

Some of the enterprise funds receive an annual subsidy from the General Fund. In those cases, there is no established fund balance target for the subsidized fund. If the fund becomes self-supporting, and remains unsubsidized for three years, a fund balance target will be established. ~~consideration will be given to establishing a fund balance target.~~

*Unless otherwise noted, the following targets are a percentage of the annual, appropriated budget.*

#### Enterprise Funds

\*^Water Resources – 25% (8.3% in operating fund, 16.7% in water cost stabilization fund)

Water Resources Equipment Replacement Fund – 20% of equipment replacement cost

\*^Stormwater Utility Fund – 16.7%

Stormwater Equipment Replacement Fund – 20% of the equipment replacement cost

^Sanitation Operating Fund – 16.7%

Sanitation Equipment Replacement Fund – 20% of equipment replacement cost

Airport – no target

\*Marina – 8.3%

\*Golf Courses – 8.3%

Jamestown – no target

Port – no target

Parking Fund – no target<sup>1</sup>

Mahaffey Theater Fund – no target<sup>1</sup>

Pier Fund – no target<sup>1</sup>

Coliseum Fund – no target<sup>1</sup>

Sunken Gardens Fund – ~~8.3%~~ no target<sup>1</sup>

Tropicana Field Fund – no target<sup>1</sup>

<sup>1</sup>*These funds were reclassified from special revenue funds to enterprise funds, effective with the fiscal year 2010 financial statements and the fiscal year 2011 budget.*

\* Transfers to capital improvement fund excluded from target balance calculation.

^Transfers to equipment replacement fund excluded from target balance calculation.

#### Internal Service Funds

Fleet Management Fund – 8.3%

Equipment Replacement Fund – 20% of equipment replacement cost

Municipal Office Buildings Fund – 8.3%

Department of Technology Services – 8.3%

Supply Management Fund – 8.3%

Health Insurance Fund – 25% plus the IBNR claims.

Life Insurance Fund – 16.70%

General Liability Claims Fund – Set annually by an actuarial study.

Commercial Insurance Fund – 50%.

Workers' Compensation Fund – 75% of long-term liabilities

Billing and Collections Fund – 8.3%

d. Stabilization Funds

Stabilization funds are a type of reserve fund maintained to offset economic downturns, natural disasters, and other unforeseen events. Governmental stabilization funds will be reported in the Annual Comprehensive Financial Report (ACFR) as committed fund balances in the appropriate fund and the level of funding will be reviewed annually by City Council. Additions to or reductions from a stabilization fund will be approved by City Council as part of the budget process or the supplemental appropriation process. Establishing the proper balances in stabilization funds will take into account risk exposure related to self-insurance and property insurance deductibles in the event of major storm damage to city assets. Transfers from stabilization funds will not be allowed if they would cause the fund to be in a deficit position. The city maintains two stabilization arrangements, the “Economic Stability Fund” and the “Water Cost Stabilization Fund”.

Permitted uses of this fund have been established by City Council with Resolution 2003-480 as amended by a new resolution adopted by City Council on August 26, 2010, by Resolution 2010-442. A portion of the balance in the Water Cost Stabilization Fund is pledged to meet two months (16.7%) of the three month (25%) fund balance reserve target established for the Water Resources Operating Fund. Permitted uses of this fund have been established by Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257.

e. Economic Stability Fund

Balances in the Economic Stability Fund represent committed fund balances which are available for expenditure only with the approval of City Council and under the following conditions:

- i. The Economic Stability Fund may be used in the event of an estimated budget shortfall amounting to more than 2% of the most recent adopted budget. Only the amount of the shortage above 2% may be taken from the Economic Stability Fund, while other budget balancing measures will be employed to offset budget shortfalls up to and including 2%. If the 2% threshold has been met, the appropriate amount of resources to utilize from the Economic Stability Fund may take into account the economic climate, including the local unemployment rate, inflation rate, rate of personal income growth, assessed property values, and other factors as determined to be appropriate.
- ii. The Economic Stability Fund may be used in the event of damage to city property or loss of city assets due to disasters such as hurricane, tornado, flood, wind, terrorism, public health emergency, or other catastrophic events when such an event results in a declaration of a state of emergency. Other funds of the city, such as the Equipment Replacement Funds, the Self Insurance Fund and the Technology/Infrastructure Fund will be used first, as appropriate to the circumstances, before relying on the Economic Stability Fund.
- iii. The Economic Stability Fund may be used to provide short-term (one year or less) advances, or long-term loans exceeding one-year in length, to other funds of the city for shortfalls due to economic impacts or for other purposes, as recommended by the mayor and approved by City Council. A plan for repayment of the funds will be established before any such advance or loan is made.

- iv. When economic stability funds are used for any purpose, the fund will be replenished in an amount to meet the fund balance target, either from the fund for which the resources were required or from another fund of the city, within the time frame recommended by the mayor or city administrator and approved by City Council.
- f. Water Cost Stabilization Fund

Balances in the Water Cost Stabilization Fund represent committed fund balances which are available for expenditure only with the approval of city council and under the conditions specified in Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257 for the Water Cost Stabilization Fund.
- g. Other General Policies
  - i. The balances of each fund will be maintained by using a conservative approach in estimating revenues and expenditures/expenses, based on historical and/or projected costs.
  - ii. Funds which exceed their established fund balance target by 10% or more for two consecutive years will be reviewed and, if appropriate and permitted by law, the amount over target will be transferred to the General Fund, or other fund of the city, with approval of City Council.
  - iii. Funds which fall below their established fund balance target by 10% or more for two consecutive years will be reviewed by administration. If it is determined that the fund balance target level is still appropriate, a corrective action plan to restore the fund to the appropriate level will be submitted to City Council for their approval.
  - iv. All fund balance targets will be reviewed annually, as part of the budget process, to determine if adjustments need to be made.

## ***B. SPECIFIC GUIDELINES FOR INDIVIDUAL FUNDS***

- 1. General Fund:
  - a. The General Fund is the principal operating fund of the city and will account for activities that are not reported in another type of fund.
  - b. It is the objective of the city to pay operating expenses of the General Fund from sources other than ad valorem taxes. Only when non-ad valorem tax sources of revenue are inadequate to support services at desired levels should ad valorem taxes be considered for assessment. Ad valorem taxes shall be allocated to cover the cost of providing public safety to the city. These revenues will first be used to fund the Police Department's annual budget with the excess (to the extent there is an excess) applied toward Fire Rescue Department's annual budget.
  - c. Service charges and fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.
  - d. Available funds accruing in an Enterprise Fund which are not needed for working balance or future planned improvements may, at City Council's discretion, be transferred to the General Fund as an annual, budgeted return on investment or equity, except where prohibited by bond covenants or other legal requirements. This will be encouraged wherever feasible.

- e. There may be circumstances where the City may use available resources in the General Fund in excess of the stated targets for a fiscal year to prepay future required actuarially determined City contributions to the pension plans. Such a circumstance would be advantageous when there is a decrease in market value compared to expected return, salary increases and cost of living adjustments higher than expected from the prior year plan, and updated assumptions were drivers to this increase. The strategic use of available resources in the General Fund in excess of the stated targets in a fiscal year will reduce the estimated appropriation needed in the future fiscal year.
- 2. Special Revenue Funds:
  - a. Special revenue funds will be used to account for and report the proceeds of specific sources that are restricted, committed, or assigned to expenditure for specified purposes other than debt service or capital projects.
  - b. The Emergency Medical Services Fund will be budgeted to be fully supported by revenue from Pinellas County.
  - c. The Building Permit Special Revenue Fund will have as a target balance the average of the operating budget for the previous four fiscal years in accordance with F.S. 553.80 (which includes the changes set forth in 2019-75 Laws of Florida).
- 3. Capital Projects Funds:
  - a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition of construction of capital facilities and other capital assets.
  - b. Exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.
- 4. Debt Service Funds:
  - a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
  - b. Should be used to report resources if legally mandated.
  - c. Are financial resources that are being accumulated for principal and interest maturing in future years should also be reported in debt service funds.
- 5. Permanent Funds:
  - a. Are used to account for and report resources that are restricted to the extent that only earnings, not principal, may be used for purposes that support the city's programs.
  - b. Do not include private purpose trust funds which are used to account for and report situations where the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.
- 6. Enterprise Funds:
  - a. Enterprise funds will be used to account for those activities where the costs are expected to be funded substantially by external (non-city department) user fees and charges.



- b. Enterprise funds will pay the General Fund their proportionate share of the cost of general administrative departments and a payment-in-lieu-of-taxes, which will be computed in a fashion that will relate the tax to a comparable commercial use, as limited by outstanding bond resolutions. (Public Utilities bond restrictions limit payments-in-lieu-of-taxes to fifteen percent (15%) of gross revenues).

Water Resources (water, reclaimed water, and sewer), Stormwater, Sanitation, Golf Course, Airport, and Marina, are able to produce sufficient revenue from their service charges to fully recover all direct operating costs and overhead, plus provide for debt service and major capital outlay. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund, as revenues permit.

- i. Service charges, rent and fee structures will be established so as to ensure recovery of all costs.
- ii. The requirements of the enterprise operating funds will include all expenses of the operations (salaries, benefits, services, commodities, and capital outlay), including allocation of general and administrative costs and payment-in-lieu-of-taxes, as well as any transfers to capital project funds, debt service funds or return on investment/equity.
- iii. A review of cost of service and rate structures for Water Resources (water, sewer, and reclaimed water), Stormwater and Sanitation charges will be performed on an annual basis. The recommended budget will set forth the cost requirements to be recovered by the service charges that will be based on the cost of services provided. The impact of such cost of services on rate schedules charged for such services shall be presented to City Council in a timely manner to allow review and analysis prior to Council approval.
- iv. Any return on equity for these operations shall be computed using a methodology similar to that used by the Florida Public Service Commission.
- v. The Airport, Port, Golf Course, and Marina fee structures will be reviewed on an annual basis and will relate to competitive rates in other local private and public operations, and to the City's operating and capital plan requirements.
- vi. As provided for in section 3, it shall be the goal of the Golf Course and Marina Enterprises to return to the General Fund an annual return on investment (ROI). This return on investment may vary in amount from year to year to assure that the necessary capital improvements are made to maintain high quality golf course and marina facilities, with needed improvements taking priority over the return on investment.
- vii. The Jamestown fee structure will be reviewed on an annual basis and will relate to competitive rates in similar facilities, the anticipated level of federal assistance to tenants, and to the city's operating and capital plan requirements.
- viii. The Parking Fund shall be used to account for operating revenue and expenditures, and capital outlay and debt service transfer requirements, associated with city

parking assets. Any funds not required for these purposes may be transferred to the General Fund.

- ix. The Mahaffey Theater, Pier, Sunken Gardens, Tropicana Field, Coliseum, Port, and Jamestown Funds will be used to account for operating revenues, expenditures, and capital outlay associated with operating these facilities. The income generated by these facilities may not cover their costs and the shortfalls will require transfers from the General Operating Fund.

7. Internal Service Funds

- a. Internal service funds will be used to account for the cost of providing specific goods or services to city departments where those services can reasonably be apportioned to the users on a cost-reimbursement basis.
  - b. Charges to departments for internal services rendered will be sufficient to cover the total cost of performing services on an efficient basis. Rates or rate schedules for such charges shall be presented to City Council prior to planned date of implementation and shall be accompanied by an analysis and justification.
  - c. Included in the cost of furnishing services will be the replacement of equipment considering inflationary cost factors.
8. Funds which are subsidized by the General Fund may be excused from paying general and administrative charges (G&A) and/or payment in lieu of taxes (PILOT), at the discretion of management, until the time that such funds would become self-supporting.

### **III. FISCAL POLICY ON INVESTMENTS**

#### **A. GENERAL GUIDELINES**

The deposit and investment of all city monies is governed to the extent permitted by Section 2-102 and 2-104 of the City Code, and in accordance with the Restated City of St. Petersburg Investment Policy for Municipal Funds and the Alternate Investment Policy (Preservation Reserve Fund, Weeki Wachee Fund, Environmental Preservation Fund, Water Cost Stabilization Fund). The policies were prepared in accordance with Chapter 218.415, Florida Statutes, which governs the city's investment activities. The policies are included as part of the overall city's Fiscal Policies.

### **IV. FISCAL POLICY FOR CAPITAL EXPENDITURES AND DEBT FINANCING**

#### **A. ALL FUNDS**

1. Revenue

- a. Revenue projections for the one-year capital improvement program budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated fees and taxes, future earnings, and bond market conditions.

2. Requirements

- a. Capital projects shall be justified in relation to the applicable elements of the city's Comprehensive Plan.
- b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project and shall take into consideration both life cycle costs as well as the initial cost where appropriate.

- c. The impact of each project on the operating revenues and requirements of the city shall be analyzed as required by the General Fiscal Policy stated above.
  - d. Consistent with IRS regulations, timeframes for debt repayment will not exceed the average life of improvements.
3. Long Term Debt: Annual debt service payments will be level over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.
  4. Medium Term Debt: Lease-purchase methods, bonds or other debt instruments may be used as a medium-term (4 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than four years. The city will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.
  5. Short Term Debt: Short-term borrowing may be utilized for temporary funding of anticipated tax revenues, anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax-exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The city will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable federal laws.

## ***B. SPECIFIC GUIDELINES***

1. General Capital Improvements: General capital improvements, or those improvements not related to municipally owned enterprises, shall be funded from Governmental Fund revenues or fund balances, the sale of revenue bonds or general obligation bonds, and from special revenues, assessments, and grants.
  - a. Pay-As-You-Go Capital Improvements: Pay-as-you-go capital improvements shall be funded from Governmental Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the city. In the case of special assessments, abutting property owners shall pay for local neighborhood improvements, unless exempted by City Council. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues.

The one-cent infrastructure sales surtax, approved by referendum in November 1989 and approved for second and third ten-year periods in March 1997 and March 2007, shall be used on a pay-as-you-go basis. The city will strive to allocate the sales surtax funds in approximately the same proportions as presented in the 1989, 1997, and 2007 referendum materials.

On November 7, 2017, the voters of Pinellas County reauthorized the Penny for Pinellas for a fourth ten-year period covering the years 2020 – 2030. Prior to the election, City Council debated and approved an updated allocation of future Penny for Pinellas resources. This updated allocation reflects the changing infrastructure needs from past rounds of Penny for Pinellas. The primary focus is on the core infrastructure of the city to include improvements to underground wastewater pipes, bridges, street and roads as well as sidewalks and seawalls. During the fourth round (2020 – 2030) the allocation of local option state sales surtax dollars will be made in the following general proportions:

Public Safety Improvements:	4.36 – 6.52%
Citywide Infrastructure Improvements:	73.77 – 84%
Recreation & Culture:	9.82 – 17.67%
City Facility Improvements:	1.25 – 2.61%

It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects, and that an amendment of these percentages may be needed to address any of the following factors, alone or in combination: changes or clarifications to applicable law, changing needs or priorities of the community, fluctuations in the actual amount of proceeds from the Penny Program, or availability of other sources of infrastructure funding.

- b. Special Assessments: When special assessments are used for general capital improvements, demolitions, lot clearing, or reclaimed water system extensions, the interest rate charged will be established by City Council consistent with state law.
  - c. Revenue Bond Debt Limit: Sale of revenue bonds shall be limited to that amount which can be supported from non-ad valorem revenues, including covenant revenue debt. The total net annual governmental revenue bond debt service shall not exceed 25% of the total governmental purpose revenue and other funds available for such debt service, less all ad valorem tax revenues. Net annual debt service shall be gross annual debt service less estimated interest on debt service reserve accounts and funds from other governmental units designated for payment of such debt service.
  - d. Private Activity Revenue Bonds: Private activity revenue bonds will be limited to the issuing authority of the St. Petersburg Health Facilities Authority. The St. Petersburg Health Facilities Authority will review all bond applications and submit a recommendation to the City Council. The city and its Health Facility Authority will not be obligated either directly or indirectly for any debt service requirements.
2. Enterprise Capital Improvements:
- a. Pay-as-you-go Improvements: Enterprise funds should support needed capital improvements on a pay-as-you-go basis to the greatest extent possible, except where analysis shows that it is in the city's best interest to issue debt for such improvements. Water Resources funds pay-as-you-go projects in accordance with the minimum bond covenant requirement and current fiscal policies. As initiated in its FY18 Utility Rate Study, the City's Public Utility shall set a target for funding utility capital improvements of 50% cash and other resources and 50% bond funding. The annual rate study for FY21 was a 40% cash and other resources and 60% bond funding ratio, which shall be reviewed as part of the annual rate study to increase to the 50/50 target.

- b. Revenue Bond Debt Limit: Enterprise revenue bonds shall be used to finance revenue-producing capital facilities of the enterprise fund. Bond coverage will be provided from the enterprise revenue sources and may include General Fund revenue support. The city's Public Utilities revenue debt contains a minimum coverage requirement of 1.15 of net revenues (as defined in the bond documents), and the city uses a target of 2.0 net revenue coverage as a goal in its rate studies.
  - c. State Revolving Loan Fund: The Water Resources Fund has available a state-funded, below-market interest rate loan pool. This pool may be used whenever its use is feasible and in the best interest of the city.
3. Debt Issuance:
- a. The sale of debt shall be on a competitive basis if prudent. General and Non-general obligation debt financings may be sold on a negotiated basis if it is found that the sale by negotiation provides significant cost or other advantages.
  - b. Agreements with commercial banks or other financial entities may be entered into for purposes of acquiring lines of credit that will provide access to credit under terms and conditions judged prudent and advantageous.
  - c. Tax or Revenue Anticipation Notes will not be issued to fund operations. Cash will be managed in a fashion that will lessen the need for borrowing to meet working capital needs.
  - d. When financing a project, Bond Anticipation Notes may be issued if such notes will result in a financial benefit. Revenue bonds will be used whenever possible to finance public improvements which can be shown to be self-supported by dedicated revenue sources and needed for the infrastructure and economic development.
  - e. Tax-exempt commercial paper or variable rate demand notes may be issued when their use is judged prudent and advantageous. Careful consideration shall be used for any variable rate debt financing and would only be utilized when an independent financial advisor makes the recommendation in writing.
    - i. Economic and cash flow projections for variable rate issues shall be calculated at the then applicable fixed rate.
    - ii. Total variable rate debt shall be limited to 5 percent of total debt outstanding.
    - iii. At least twice each year, an analysis of each outstanding variable rate bond issue shall be undertaken to determine the advisability of converting the issue to fixed-rate debt.
    - iv. Variable rate bonds shall be structured to protect against loss.
    - v. The city should avoid any complex financing instruments involving variable debt.

- f. Lease purchase or borrowing of funds to acquire assets will be considered appropriate only if it involves a major conversion from which the cost saving benefits will accrue in future years during the useful life of assets acquired by such methods. The lease approval checklist is available from the Finance Department and the department requesting a lease purchase or the borrowing of funds to acquire assets is required to complete such checklist. The Chief Financial Officer or her designee will review the completed checklist to determine if the lease agreement, as a debt instrument, or the borrowing of funds to acquire assets is prudent and advantageous for the City. Written approval from the Chief Financial Officer or her designee (along with all other required approvals) must be obtained before the City can execute (i) a lease agreement, as a debt instrument, in which the City is the lessee or (ii) loan document to borrow funds in order to acquire assets.
- 4. Debt Compliance:
  - a. Any debt issued by the City through this policy is also subject to the City's Post-Issuance Compliance Policy for Tax-Exempt Bonds which addresses tax reporting and other tax compliance matters relating to City issued debt instruments, as well as the Policies and Procedures Relating to Primary and Continuing Disclosure Obligations Incurred in Connection with the Issuance of Public Debt.
  - b. The Chief Financial Officer shall monitor debt compliance related matters on an annual basis as part of the City's overall financial audit and prepare a separate Debt Supplement Report that includes all debt obligations and any required disclosures.

The following page(s) contain the backup material for Agenda Item: Respectfully requesting City Council approval of the attached resolution supporting the establishment of a definition of antisemitism. (Councilmember Driscoll)  
Please scroll down to view the backup material.



**G-1**



# CITY COUNCIL AGENDA

## NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **September 8, 2023**

COUNCIL DATE: **September 14, 2023**

RE: ***Updated resolution supporting the establishment of a definition of antisemitism***

---

### **ACTION DESIRED:**

Respectfully requesting City Council approval of the attached resolution supporting the establishment of a definition of antisemitism.

Gina Driscoll, Council Member  
District 6

### **Attachments:**

1. Updated resolution
2. Information from the [holocaustremembrance.com](https://holocaustremembrance.com)

A RESOLUTION SUPPORTING THE  
ESTABLISHMENT OF A DEFINITION OF  
ANTISEMITISM IN ORDER TO HELP  
IDENTIFY, MEASURE, MONITOR, AND  
ULTIMATELY COMBAT ANTISEMITISM;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg, Florida, is a diverse city, home to a vibrant Jewish community and many other religious and ethnic groups; and

WHEREAS, the Jewish community in the City of St. Petersburg, Florida, has enriched our community through their leadership and contributions to the arts, business, academia, and government; and

WHEREAS, the Anti-Defamation League (“ADL”) reported that crimes against the Jewish community accounted for 80% of the religiously motivated incidents in Florida in 2020; and

WHEREAS, according to the ADL’s annual Audit of Antisemitic Incidents, Florida has seen a dramatic rise in antisemitic incidents with the number of reported incidents in 2021 increased 50% over the prior year, rising from 127 to 190 incidents and including 142 instances of harassment, 47 incidents of vandalism and one antisemitic assault; and

WHEREAS, a significant challenge in expanding protections and rights of the Jewish community is the establishment of a definition of antisemitism; and

WHEREAS, the International Holocaust Remembrance Alliance (IHRA) has proposed a non-legally binding definition of antisemitism that has been adopted by 37 United Nation member countries, including the United States, and 320 nonfederal government entities, including 22 States within the United States and several cities; and

WHEREAS, the IHRA definition of antisemitism reads as follows: “Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities”; and

WHEREAS, the IHRA definition of antisemitism serves as an important tool for law enforcement, public officials and community members to help identify, measure, monitor, and ultimately combat antisemitism.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council urges the recognition of the IHRA definition of antisemitism, encourages the people of St. Petersburg, Florida, to stand in solidarity with and support the Jewish community, and expresses support for an immediate end to antisemitism.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

/s/ Jane Wallace  
City Attorney (designee)  
00698540



# antisemitism?

English



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## About the IHRA non-legally binding working definition of antisemitism

The IHRA is the only intergovernmental organization mandated to focus solely on Holocaust-related issues, so with evidence that the scourge of antisemitism is once again on the rise, we resolved to take a leading role in combating it. But to begin to address the problem of antisemitism, there must be clarity about what [antisemitism](#) is.

The experts in the IHRA's Committee on Antisemitism and Holocaust Denial built international consensus around a non-legally binding [working definition](#) of antisemitism, which was then adopted by the Plenary. By doing so, the IHRA set an example of responsible conduct for other international fora and provided an important practical tool for its Member Countries.

The working definition has empowered many to address this rise in hate and discrimination at their national levels. Information on endorsement and adoption of the IHRA working definition of antisemitism can be found [here](#).

Countering antisemitism today also means countering Holocaust distortion. Explore the IHRA's [Toolkit Against Holocaust Distortion](#) to learn more and to find ways to get involved.

---

## The working definition of antisemitism

In the spirit of the Stockholm Declaration that states: "With humanity still scarred by ... antisemitism and xenophobia the international community shares a solemn responsibility to fight those evils" the committee on Antisemitism and Holocaust Denial called the IHRA Plenary in Budapest 2015 to adopt the following working definition of antisemitism.

On 26 May 2016, the Plenary in Bucharest decided to:

**Adopt the following non-legally binding working definition of antisemitism:**

**"Antisemitism is a certain perception of Jews, which may be expressed as hatred**

**toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”**

To guide IHRA in its work, the following examples may serve as illustrations:

Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for “why things go wrong.” It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

**Antisemitic acts are criminal** when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).

**Criminal acts are antisemitic** when the targets of attacks, whether they are people or property – such as buildings, schools, places of worship and cemeteries – are selected because they are, or are perceived to be, Jewish or linked to Jews.

**Antisemitic discrimination** is the denial to Jews of opportunities or services available to others and is illegal in many countries.

[Antisemitism](#)



## IHRA Toolkit Against Holocaust Distortion

One of the leading drivers of antisemitism today is Holocaust distortion. Explore the IHRA's Toolkit Against Holocaust Distortion to learn more about ways to counter it.

[GET INVOLVED](#)

### [Adoption and endorsement of the working definition of antisemitism](#)

This practical tool has been implemented by governments at the national level and international organizations in a variety of contexts.

[link](#)

### [EU Handbook for the practical use of the IHRA working definition of antisemitism](#)

Published by the European Commission in cooperation with the German Presidency of the IHRA

[link](#)

## Countering antisemitism

Learn more about the IHRA's work to unite governments, experts, and civil society organizations against antisemitism.

[link](#)

## IHRA working definitions

These practical tools help empower people to counter issues like antisemitism, Holocaust denial and distortion, and antigypsyism/anti-Roma discrimination.

[link](#)

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**SUBSCRIBE**

# CITY COUNCIL AGENDA

## NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **August 31, 2023**

COUNCIL DATE: **September 14, 2023**

RE: ***Resolution supporting the establishment of a definition of antisemitism***

---

### **ACTION DESIRED:**

Respectfully requesting City Council approval of the attached resolution supporting the establishment of a definition of antisemitism.

Gina Driscoll, Council Member  
District 6



A RESOLUTION SUPPORTING THE  
ESTABLISHMENT OF A DEFINITION OF  
ANTISEMITISM IN ORDER TO HELP  
IDENTIFY, MEASURE, MONITOR, AND  
ULTIMATELY COMBAT ANTISEMITISM;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg, Florida, is a diverse city, home to a vibrant Jewish community and many other religious and ethnic groups; and

WHEREAS, the Jewish community in the City of St. Petersburg, Florida, has enriched our community through their leadership and contributions to the arts, business, academia, and government; and

WHEREAS, the Anti-Defamation League (“ADL”) reported that crimes against the Jewish community accounted for 80% of the religiously motivated incidents in Florida in 2020; and

WHEREAS, according to the ADL’s annual Audit of Antisemitic Incidents, Florida has seen a dramatic rise in antisemitic incidents with the number of reported incidents in 2021 increased 50% over the prior year, rising from 127 to 190 incidents and including 142 instances of harassment, 47 incidents of vandalism and one antisemitic assault; and

WHEREAS, a significant challenge in expanding protections and rights of the Jewish community is the establishment of a definition of antisemitism; and


WHEREAS, the International Holocaust Remembrance Alliance (IHRA) has proposed a non-legally binding definition of antisemitism that has been adopted by 37 United Nation member countries, including the United States, and 320 nonfederal government entities, including 22 States within the United States and several cities; and

WHEREAS, the IHRA definition of antisemitism serves as an important tool for law enforcement, public officials and community members to help identify, measure, monitor, and ultimately combat antisemitism.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council urges the recognition of the IHRA definition of antisemitism, encourages the people of St. Petersburg, Florida, to stand in solidarity with and support the Jewish community, and expresses support for an immediate end to antisemitism.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

  
\_\_\_\_\_  
City Attorney (designee)  
00696564

The following page(s) contain the backup material for Agenda Item: Respectfully requesting that City Council consider an ordinance amending the Edge District Specialty Center procedures for approving special events; more particularly, to provide for a Council-approved waiver of the 60-day lead time for approval of a special event. (Councilmember Driscoll)  
Please scroll down to view the backup material.



**G-2**

# CITY COUNCIL AGENDA

## NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **September 7, 2023**

COUNCIL DATE: **September 14, 2023**

RE: ***Council-approved waiver for Edge District special events***

---

### **ACTION DESIRED:**

Respectfully requesting that City Council consider an ordinance amending the Edge District Specialty Center procedures for approving special events; more particularly, to provide for a Council-approved waiver of the 60-day lead time for approval of a special event.

Gina Driscoll, Council Member  
District 6

The following page(s) contain the backup material for Agenda Item: August 24, 2023 Economic and Workforce Development Committee - Action Item  
Please scroll down to view the backup material.



**H-1**

# **COUNCIL COMMITTEE REPORT ACTION ITEM**

TO: Members of City Council

DATE: August 24, 2023

COUNCIL DATE: September 7, 2023

RE: August 24, 2023, Economic and Workforce Development Committee  
Action Item – A Resolution designating the Chair of the Economic and  
Workforce Development Committee to Serve as the City Council  
Representative on the Grow Together Leadership Alliance.

---

## **ACTION DESIRED:**

Respectfully requesting City Council approval of a resolution designating the Chair of the Economic and Workforce Development Committee to serve as the City Council liaison on the Grow Together Leadership Alliance.

## **ATTACHMENT:**

Proposed Resolution

Council Member Ed Montanari  
Chair, Economic and Workforce Development  
Committee

RESOLUTION NO. \_\_\_\_

A RESOLUTION AUTHORIZING THE CHAIR OF THE ECONOMIC AND WORKFORCE DEVELOPMENT COMMITTEE TO SERVE AS A LIAISON TO THE GROW TOGETHER LEADERSHIP ALLIANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Area Chamber of Commerce has developed the Grow Together Leadership Alliance (“Alliance”) for the purposes of building an equitable, inclusive, and transparent system of action that aligns with the City’s Pillars for Progress; and

WHEREAS, the Alliance intends to connect the St. Petersburg Area Chamber of Commerce, City officials, businesses, and community stakeholders to further its purposes; and


WHEREAS, City Council desires to have the sitting Chair of the Economic and Workforce Development Committee serve as a liaison between City Council and the Alliance; and

WHEREAS, such liaison would not serve as an officer or member of the Alliance but would observe meetings of the Alliance, provide a summary of those meetings to City Council, and would otherwise serve as an intermediary between City Council and the Alliance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Chair of the Economic and Workforce Development Committee shall serve as a liaison to the Alliance as described in this resolution.

This Resolution shall become effective immediately upon its adoption.

Legal:

  
\_\_\_\_\_  
City Attorney (designee)



The following page(s) contain the backup material for Agenda Item: Fiscal Year 2024 Tentative Budget and Proposed Millage Rate  
Please scroll down to view the backup material.



**J-1**




OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

**MEMORANDUM**  
CITY OF ST. PETERSBURG

To: Honorable Brandi Gabbard, Chair, and Members of City Council

From: Mayor Kenneth T. Welch 

Date: September 1, 2023

Subject: First Reading of FY24 Tentative Budget/Appropriations Ordinance and Report of Changes from the Recommended Budget

---

Background: This report provides material for adoption of the tentative budget for FY24 and contains material related to the Public Hearing scheduled for September 14, 2023, at 6:00 PM in City Council Chamber. At that hearing, staff will present the first reading of the FY24 Budget/Appropriations Ordinance and certain material that is statutorily required to comply with the "Truth in Millage" (TRIM) law. Final action on the FY24 budget is scheduled to take place at the conclusion of the second Public Hearing scheduled for September 28, 2023, at 6:00 PM in City Council Chamber.

Explanation: The Recommended Budget for FY24 was submitted to City Council on July 13, 2023. In accordance with statutory requirements, two public hearings have been scheduled (September 14<sup>th</sup> and September 28<sup>th</sup>) to receive public comment on the FY24 budget. In preparation for the first Public Hearing, this report conveys the following material:

- Agenda for the September 14<sup>th</sup> Public Hearing - providing statutory requirements Attachment A
- Listing and description of all substantive changes made to both projected revenues and anticipated expenditures for FY24 since submission of the Recommended Budget on July 13, 2023 Attachment B
- Resolution which adopts the proposed millage rate of 6.4675 mills Attachment C

- Recommended Budget/Appropriations Ordinance Attachment D
- Resolution which adopts the Recommended Budget/Appropriations Ordinance as the tentative budget at the first Public Hearing Attachment E

### **Adoption of Proposed Millage and Rolled Back Rate**

The proposed aggregate millage rate adopted by City Council on July 20, 2023, was 6.4675 mills. The Recommended FY24 Budget included that proposed millage rate of 6.4675 which represents a 9.34% increase from the rolled back rate of 5.9152 mills. The rolled back rate is the rate that will generate approximately the same amount of revenue as the prior year given the current assessed property values (with exclusions provided by State Statute including new construction, newly annexed properties, etc.). City policy provides that ad valorem revenue will be estimated at 96% to allow for early payment discounts, uncollectibles, and value adjustment board revisions.

The proposed millage rate of 6.4675, which provides ad valorem revenue of \$197.791 million, along with the times and dates for the public hearings are advertised by the Pinellas County Property Appraiser via TRIM notices mailed to all property owners. Revenues and expenditures are detailed in the Recap of Changes (Attachment B). At this first public hearing, Council will adopt the proposed millage rate, which cannot exceed the advertised millage rate of 6.4675 without taxpayer notification by mail, at the city's expense (s. 200.065(2)(d), F.S.). Council, can however, reduce the millage rate from the 6.4675 provided in the TRIM notices without additional notification or expense.

Council will also be asked to approve changes to the Recommended Budget which have occurred subsequent to July 13, 2023 and approve the FY24 Tentative Budget which includes these changes. State Statutes require a very specific format for the adoption process which is provided in the Agenda shown in Attachment A.

### **General Information**

Several important points may be helpful to Council members in reviewing the attached material. First, the recommended ordinance sets appropriation levels for the General Fund, Special Revenue Funds, Enterprise Funds, Debt Service Funds, and for transfers between funds. It appropriates all Capital Project Funds for FY24, as provided for in the Recommended Capital Improvement Program with any proposed adjustments. Additionally, the ordinance sets appropriations for Dependent Special Districts and establishes authorization levels for each of the city's Internal Service Funds. For Internal Service Funds only the portion of funding provided from fund balance or other external funding sources to partially offset operational cost (if any) is included in the appropriation. The remaining portion of the Internal Service Funds does not require formal appropriation inasmuch as they are funded through charges to those departments which use their services. Setting an authorization level allows Council to establish a funding level for each internal service operation while avoiding duplicate appropriations.

Subsequent to development of the Recommended Budget, staff has continued to monitor revenue sources and evaluate both departmental budget requests and expenditure needs. As a result, changes are proposed in many funds. A summary of all of the changes is shown on the attached "Recap of Changes in the Recommended Budget for the Proposed Ordinance," Attachment B.

#### **Recommendation/Action Required**

It is recommended that City Council adopt the proposed millage rate of 6.4675 according to F.S. 200.065 and then approve the Recommended FY24 Budget/Appropriations Ordinance on first reading. It is further recommended that City Council approve the resolution adopting the Recommended FY24 Budget/Appropriations Ordinance (as modified by the changes presented in Attachment B) as the tentative budget for the City of St. Petersburg for fiscal year ending September 30, 2024. Final action on the FY24 budget will occur at the conclusion of the September 28<sup>th</sup> Public Hearing.

## ATTACHMENT A

### FIRST PUBLIC HEARING ON THE FISCAL YEAR 2024 MILLAGE RATE AND BUDGET CITY OF ST. PETERSBURG, FLORIDA

City Council Chamber  
St. Petersburg City Hall  
Thursday, September 14, 2023  
6:00 P.M.

#### AGENDA

- |    |  |                                   |  |
|----|--|-----------------------------------|--|
| 1. | Call to Order; Opening of Public Hearing; Announcement of Purpose of Public Hearing. | Honorable Chair<br>Brandi Gabbard | PUBLICLY ANNOUNCE: This is the start of the first public hearing on the Fiscal Year 2024 millage rate and budget. The purpose of this public hearing is to discuss the Mayor's Recommended Budget, approve a Proposed Millage Rate, and approve the Recommended Budget/Appropriations Ordinance for Fiscal Year 2024 as the tentative budget for Fiscal Year 2024. Prior to public comment, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. That issue will be discussed by the Mayor and his staff after the title to the Budget/Appropriations Ordinance is read. |
| 2. | First Reading of Budget/ Appropriations Ordinance Title.                             | City Clerk                        | Read title of Budget/ Appropriations Ordinance.  |
| 3. | Introductory Remarks.  | Mayor Kenneth<br>T. Welch         | General remarks.   |
| 4. | Presentation on the Tentative FY 2024 Budget and rolled-back rate.                   | Budget Director<br>Liz Makofske   | Brief power point presentation. First substantive issue to be discussed is the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any. The proposed millage is 6.4675. This rate represents an increase of 9.34% over the rolled-back rate of 5.9152. <i>FS 200.065 (2)(e)</i> . The reasons for the increase should be discussed at this point.  |
| 5. | Receipt of Public Comment.   | Honorable Chair<br>Brandi Gabbard | PUBLICLY ANNOUNCE: This is the beginning of the public comment portion of the hearing. The general public shall be allowed to speak and ask questions prior to the adoption of the proposed millage rate and tentative budget by City Council. <i>FS 200.065(2)(e)</i> .   |
| 6. | Close Public Comment.  | Honorable Chair<br>Brandi Gabbard | PUBLICLY ANNOUNCE: The public comment portion of the hearing is now closed.  |

## ATTACHMENT A

- |     |   |                                   |  |
|-----|---|-----------------------------------|--|
| 7.  | Council Comments, Discussion and Consideration of amendments to the Mayor's Recommended Budget.   | Mayor and Council                 | If Council amends the Mayor's Recommended Budget so that there will be a requirement for there to be a change in the millage go to step 8, otherwise go to step 9.   |
| 8.  | Re-compute proposed millage rate if necessary.  | Budget Staff                      | Compute proposed millage rate and make changes to resolutions and Budget/Appropriations Ordinance as required. <i>FS 200.065(2)(c)</i>   |
| 9.  | Announcement of proposed millage rate compared to the rolled-back rate.   | Honorable Chair<br>Brandi Gabbard | PUBLICLY ANNOUNCE: The proposed millage rate for the City of St. Petersburg is 6.4675 mills which is a 9.34% increase over the rolled-back rate of 5.9152 mills.   |
| 10. | Approve millage resolution.   | City Council                      | Approve resolution setting proposed millage rate. This must be done before adopting tentative budget and must have a separate vote. <i>FS 200.065 (2)(d) &amp; (e)</i>   |
| 11. | Motion to approve Recommended Budget/Appropriations Ordinance on first reading and Resolution to approve the Budget/Appropriations Ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg. | City Council                      | <p>Adopt Mayor's Recommended Budget (with any amendments that have been approved) as the tentative budget in two steps.</p> <p style="margin-left: 40px;">a) Motion to pass the Recommended Budget/Appropriations Ordinance (as amended if amended) for the City of St. Petersburg Fiscal Year ending September 30, 2024 on first reading.</p> <p style="margin-left: 40px;">b) Motion to approve resolution adopting the Recommended Budget/Appropriations Ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg Fiscal Year ending September 30, 2024.</p> |
| 12. | Announcement of Date, Time, and Place of final public hearing.  | Honorable Chair<br>Brandi Gabbard | PUBLICLY ANNOUNCE: The final public hearing on the Fiscal Year 2024 millage rate and budget shall be on September 28, 2023, 6:00 p.m. in the City Council Chamber of City Hall.  |
| 13. | Closing of first public hearing.  | Honorable Chair<br>Brandi Gabbard | PUBLICLY ANNOUNCE: The first public hearing on the Fiscal Year 2024 millage rate and budget is now closed.   |

## ATTACHMENT A

### EXCERPTS FROM F.S. 200.065:

Paragraph (2)(c): "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Paragraph (2)(e): "1. In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget."

00697278



# ATTACHMENT B

## RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

### \*\* CHANGES IN REVENUES \*\*

General Operating Fund	Recommended	CHANGE	Tentative	REASONS
Finance	331,789,203	349,802	332,139,005	An increase of \$349,802 in revenue budget due to increases in projected revenues for Franchise Taxes - Electric (\$100,000) and Utility Taxes - Electric (\$249,802).
Parks and Recreation	9,434,408	273,246	9,707,654	An increase of \$273,246 in revenue due to the FY24 JWB Agreement amount being greater than the amount in the FY24 Recommended Budget.
<b>Total General Fund Revenue</b>	<b><u>363,843,841</u></b>	<b><u>623,048</u></b>	<b><u>364,466,889</u></b>	

### \*\* CHANGES IN REQUIREMENTS \*\*

General Operating Fund	Recommended	CHANGE	Tentative	REASONS
Budget and Management	7,648,886	42,183	7,691,069	An increase of \$42,183 in budget due to FY23 position transaction changes.
Community Enrichment Administration	1,318,945	(1,013,892)	305,053	A decrease of \$1,013,892 in budget due to the movement of the Education Division to the Mayor's Office Department.
Engineering and Capital Improvements	5,603,693	1,000	5,604,693	An increase of \$1,830 in budget due to FY23 position transaction changes and a decrease of \$830 in project burden.
Economic and Workforce Development	4,570,731	1,035,000	5,605,731	An increase of \$1,035,000 in budget due to a FY24 reorganization that will move the Year-round Youth Employment Program (\$1,000,000) and Pinellas County Urban League Workforce Readiness (\$35,000) from the Neighborhood Relations Department to the Economic and Workforce Development Department.
Fire Rescue	44,057,439	46,089	44,103,528	An increase of \$46,089 in budget due to FY23 position transaction changes including upgrading two full-time Lieutenant positions to Captains.
Housing and Neighborhood Services Administration	4,053,556	(1,364,788)	2,688,768	A decrease of \$1,364,788 in budget due to a FY24 reorganization that will move the Office of Community Impact (previously Urban Affairs) from the Housing and Neighborhood Services Department to the Mayor's Office Department.
Legal	4,101,753	211,940	4,313,693	An increase of \$211,940 in budget due to FY23 position transaction changes adding an Assistant City Attorney and a Legal Assistant III.
Library	9,788,834	50,000	9,838,834	An increase of \$50,000 in budget due to a FY24 reorganization that will move the Reads to Me Program from the Neighborhood Relations Department to the Library Department.
Marketing	3,094,436	95,285	3,189,721	An increase of \$95,285 in budget due to FY23 position transaction changes including moving a full-time Information Specialist II to the Marketing Department from the Mayor's Office Department.
Mayor's Office	4,121,474	2,446,402	6,567,876	An increase of \$2,541,686 in budget due to a FY24 reorganization that will move a full-time Community Interventions and Safety Liaison position from the Police Department to the Mayor's Office Department (\$163,006), move the Education Division from the Community Enrichment Administration to the Mayor's Office Department (\$1,013,892), and move the Office of Community Impact (previously Urban Affairs) from the Housing and Neighborhood Services Department to the Mayor's Office Department (\$1,364,788). There is an offsetting decrease in budget of \$95,284 due to moving a full-time Information Specialist II to the Marketing Department from the Mayor's Office Department.

# ATTACHMENT B

## RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

Neighborhood Relations	1,881,142	(1,085,000)	796,142	A decrease of \$1,085,000 in budget due to a FY24 reorganization that will move the Year-round Youth Employment Program to the Economic and Workforce Development Department (\$1,000,000), Pinellas County Urban League Workforce Readiness (\$35,000), and the Reads to Me Program to the Library Department (\$50,000).
Parks and Recreation	51,556,416	273,246	51,829,662	An increase of \$273,246 in budget due to the FY24 JWB Agreement amount being greater than the amount in the FY24 Recommended Budget.
Police	147,654,357	(129,445)	147,524,912	An decrease of \$163,006 in budget due to a FY24 reorganization that will move a full-time Community Interventions and Safety Liaison position from the Police Department to the Mayor's Office Department and an offsetting increase of \$33,561 in budget due to FY23 position transaction changes.
Public Works Administration	672,299	51,376	723,675	An increase of \$51,376 in budget due to FY23 position transaction changes.
Stormwater, Pavement and Traffic Operations	8,560,790	(3,590)	8,557,200	A decrease of \$3,590 in budget due to FY23 position transaction changes.
Contingency	1,923,758	(32,758)	1,891,000	This item is the net change in contingency needed to balance the General Fund.

<b>Total General Fund Requirements</b>	<b>363,843,841</b>	<b>623,048</b>	<b>364,466,889</b>
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## OTHER FUNDS

### \*\* CHANGES IN REVENUES \*\*

Fund	Recommended	CHANGE	Tentative	REASONS
Water Resources Operating Fund (4001)	202,569,791	(2,872,136)	199,697,655	Rate revenue updated to match the FY24 Utility Rate Study, conducted in FY23 and presented to City Council on August 17, 2023. Water Sales revenue increased \$1,047,902, Wastewater decreased \$3,837,098, Reclaimed increased \$84,530, Wholesale Sewer decreased \$311,955, and Wholesale Water increased \$144,485.
Water Resources Debt (4002)	45,328,852	(4,456,970)	40,871,882	A decrease of \$4,456,970 in the transfer amount from the Water Resources Operating Fund for debt service to match the transfer amount required from the FY24 Utility Rate Study.
Water Equipment Replacement Fund (4007)	3,127,520	33,838	3,161,358	An increase of \$33,838 in revenue for internal department charges.
Stormwater Utility Operating Fund (4011)	34,605,234	(1,685,220)	32,920,014	Rate revenue updated to match the FY24 Utility Rate Study, conducted in FY23 and presented to City Council on August 17, 2023. The Stormwater Utility rate adjustment will be 8.5% for FY24 or \$1,685,220 less than what was anticipated in the prior rate plan.
Stormwater Debt Service Fund (4012)	2,868,577	537,413	3,405,990	An increase of \$537,413 in the transfer amount from the Stormwater Utility Fund for debt service to match the transfer amount required from the FY24 Utility Rate Study.
Sanitation Operating Fund (4021)	58,656,924	837,731	59,494,655	Rate revenue updated to match the FY24 Utility Rate Study, conducted in FY23 and presented to City Council on August 17, 2023. Sanitation revenue increased \$837,731.
Fleet Management (5001)	21,716,518	16,754	21,733,272	An increase of \$16,754 in revenue for internal department charges.

# ATTACHMENT B

## RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

### \*\* CHANGES IN REQUIREMENTS \*\*

Fund	Recommended	CHANGE	Tentative	REASONS
Building Permit Special Revenue Fund (1151)	12,603,840	122,042	12,725,882	An increase of \$122,042 in budget due to FY23 position transaction changes including the addition of one full-time Electrical Inspector (\$93,104) and one part-time Codes and Permit Technician II (\$28,938).
Arts in Public Places Fund (1901)	23,412	9,000	32,412	An increase of \$9,000 in budget due for the annual Echelman sculpture inspection.
Water Resources Operating Fund (4001)	204,426,860	(2,007,803)	202,419,057	An decrease of \$2,579,608 in budget due to the updated transfer amount to the Water Resources Debt Fund per the FY24 Utility Rate Study and offsetting increases of \$10,047 due to FY23 position transaction changes and \$581,023 for the updated Tampa Bay Water cost.
Water Resources Debt Fund (4002)	43,363,298	(2,949,416)	40,413,882	An decrease of \$2,949,416 in budget due to updated debt service amounts per the FY24 Utility Rate Study.
Water Cost Stabilization Fund (4005)	1,465,000	35,000	1,500,000	An increase of \$35,000 in budget to match the revenue into the Water Resources Operating Fund.
Stormwater Utility Operating Fund (4011)	33,402,319	502,073	33,904,392	An increase of \$537,413 in budget due to the updated transfer amount to the Stormwater Debt Service Fund per the FY24 Utility Rate Study and an offsetting decrease of \$35,340 in budget due to FY23 position transaction changes.
Stormwater Debt Service Fund (4012)	2,647,186	758,804	3,405,990	An increase of \$758,804 in budget due to the updated debt service amounts per the FY24 Utility Rate Study.
Golf Courses Operating Fund (4061)	6,516,438	(720,000)	5,796,438	A decrease of \$720,000 in budget due to the modification of the five-year CIP plan to move the Mangrove Bay Maintenance Building Project from FY24 to FY25 and move the Driving Range & Tee Renovation Project from FY25 to FY24. This change decreased the amount of transfer to the Golf Courses Capital Project Fund needed in FY24.
Fleet Management (5001)	21,766,695	(7,111)	21,759,584	A decrease of \$7,111 in budget due to FY23 position transaction changes.
Technology Services Fund (5011)	19,474,266	6,186	19,480,452	An increase of \$6,186 in budget due to FY23 position transaction changes.
Health Insurance Fund (5121)	65,006,994	8,378	65,015,372	An increase of \$8,378 in budget due to FY23 position transaction changes.
Life Insurance (5123)	971,072	931	972,003	An increase of \$931 in budget due to FY23 position transaction changes.
Billing and Collections Fund (5201)	17,992,673	(3,053)	17,989,620	A decrease of \$3,053 in budget due to FY23 position transaction changes.

# ATTACHMENT B

## RECAP OF CHANGES BETWEEN THE RECOMMENDED AND 1ST HEARING

### CAPITAL IMPROVEMENT FUNDS

#### \*\* CHANGES IN REVENUES \*\*

Fund	Recommended	CHANGE	Tentative	REASONS
General Capital Improvement Fund (3001)	11,983,500	(275,758)	11,707,742	A decrease of \$520,000 in revenue due to the cooperative agreement for the Dr. MLK Jr. S/N and 116th A/N Intersection Improvement Project originally planned in FY24, being approved by City Council on July 13, 2023. The revenue was included in the FY23 amended budget. There is also an offsetting increase of \$244,242 in revenue budget due to a transfer from TD Bank N.A Fund (2018) for the Police CAD/RMS/Mobile System Project.
Golf Course Capital Projects Fund (4063)	1,020,000	(720,000)	300,000	A decrease of \$720,000 in revenue due to the modification of the five-year CIP plan to move the Mangrove Bay Maintenance Building Project from FY24 to FY25 and move the Driving Range & Tee Renovation Project from FY25 to FY24. This change decreased the amount of transfer from the Golf Courses Operating Fund needed in FY24.

#### \*\* CHANGES IN REQUIREMENTS \*\*

Fund	Recommended	CHANGE	Tentative	REASONS
General Capital Improvement Fund (3001)	12,602,500	(275,758)	12,326,742	A decrease of \$520,000 in budget due to the cooperative agreement for the Dr. MLK Jr. S/N and 116th A/N Intersection Improvement Project originally planned in FY24, being approved by City Council on July 13, 2023. The project was included in the FY23 amended budget. There is also an offsetting increase of \$244,242 in budget for the Police CAD/RMS/Mobile System Project funded by a transfer from the TD Bank N.A. Fund (2018).
Multimodal Impact Fees Capital Improvement Fund (3071)	1,475,000	(400,000)	1,075,000	A decrease of \$400,000 in budget due to the cooperative agreement for the Dr. MLK Jr. S/N and 116th A/N Intersection Improvement Project originally planned in FY24, being approved by City Council on July 13, 2023. The project was included in the FY23 amended budget so need to remove the budget from the FY24 CIP Plan. There is also a net zero change that moves \$175,000 from the City Trails - Multi-Use Trails Project to the Complete Streets Project.
Golf Course Capital Projects Fund (4063)	1,020,000	(720,000)	300,000	A decrease of \$720,000 in budget due to the modification of the five-year CIP plan to move the Mangrove Bay Maintenance Building Project from FY24 to FY25 and move the Driving Range & Tee Renovation Project from FY25 to FY24. The decrease is the difference in project budget amounts.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING A PROPOSED  
MILLAGE RATE FOR THE FISCAL YEAR  
ENDING SEPTEMBER 30, 2024; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the amounts of money necessary to be raised from taxation to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2024 have been tentatively determined.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida, that it has been determined that in order to raise and produce the funds necessary to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2024, there is hereby levied for said year, the various taxes set out in Sections 1 and 2, inclusive of this Resolution, to wit:

**SECTION 1.** The proposed millage rate for the fiscal year ending September 30, 2024, is hereby fixed and adopted at 6.4675 mills on the dollar of the assessed value of property of every kind liable for or subject to taxation by the City of St. Petersburg, Florida.

**SECTION 2.** The proposed millage rate referred to in the preceding Section shall be levied for the following purposes:

**Purpose**

General Fund Operating Levy


**Mills**

6.4675

**SECTION 3.** The proposed millage rate adopted herein represents an increase of 9.34% over the rolled back rate of 5.9152 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, as amended).

This resolution shall become effective immediately upon its adoption.

LEGAL:

  
00697272

BUDGET:



**ATTACHMENT D**

**ORDINANCE NO. 554-H**

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE DEPENDENT SPECIAL DISTRICTS OF THE CITY OF ST. PETERSBURG FLORIDA; ADOPTING THIS APPROPRIATIONS ORDINANCE AS THE BUDGET FOR THE CITY OF ST. PETERSBURG, FLORIDA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**THE CITY OF ST. PETERSBURG DOES ORDAIN:**

**SECTION 1.** That for payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2024, there is hereby appropriated out of any money in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

**OPERATING FUNDS**

**GENERAL FUND**

Police	147,524,912
Fire Rescue	44,103,528
Community Enrichment Administration	61,973,549
General Government Administration	72,052,347
Public Works Administration	14,885,568
City Development Administration	15,245,240
Housing and Neighborhood Affairs Administration	<u>8,681,745</u>
<b>Total – General Fund</b>	<b>\$364,466,889</b>

**GENERAL FUND RESERVE**

Affordable Housing	75,000
Preservation Reserve	<u>45,000</u>
<b>Total – General Fund Reserve</b>	<b>\$120,000</b>

**ENTERPRISE FUNDS**

Water Resources	202,419,057
Water Cost Stabilization	1,500,000

## ATTACHMENT D

Water Equipment Replacement	2,790,609
Stormwater Utility	33,904,392
Stormwater Equipment Replacement	2,261,995
Sanitation	59,133,326
Sanitation Equipment Replacement	2,150,000
Parking Revenue	9,432,107
Mahaffey Theater	1,232,878
Pier	7,342,793
Coliseum	1,073,517
Sunken Gardens	2,908,806
Tropicana Field	3,325,207
Airport	1,598,245
Marina	4,705,295
Golf Courses	5,796,438
Jamestown	1,026,770
Port	<u>835,795</u>
<b>Total – Enterprise Funds</b>	<b>\$343,437,230</b>

### **SPECIAL REVENUE FUNDS**

Emergency Medical Services	21,615,119
Local Housing Assistance (SHIP)	3,653,294
School Crossing Guard	400,000
Weeki Wachee	130,000
Professional Sports Facility Sales Tax	1,939,890
South St. Pete Redevelopment District	790,312
Downtown Redevelopment District	5,673,813
Assessments Revenue	16,023
Grant Funds (CDBG, HOME, ESG, NSP)	3,114,134
Miscellaneous Donation Funds	250,000
Building Permit Special Revenue Fund	12,725,882
Law Enforcement State Trust	92,151
Federal Justice Forfeiture	70,500
Arts in Public Places	<u>32,412</u>
<b>Total – Special Revenue Funds</b>	<b>\$50,503,530</b>

### **INTERNAL SERVICE FUND RESERVES**

Fleet	26,312
Municipal Office Buildings	593,496
Technology Services	1,847,034
Supply Management	80,303
Health Insurance	1,245,099
Commercial Insurance	262,021
Billing and Collections	<u>3,728,793</u>
<b>Total – Internal Service Fund Reserves</b>	<b>\$7,783,058</b>

## ATTACHMENT D

### DEBT SERVICE FUNDS

JP Morgan Chase Revenue Notes	2,780,615
Banc Of America Leasing & Capital LLC	226,292
TD Bank, N.A.	244,242
Key Government Finance Debt	1,014,828
PNC Debt	1,939,890
Public Service Tax Debt	5,673,813
Water Resources Debt	40,413,882
Stormwater Debt Service	3,405,990
Sanitation Debt Service	<u>1,284,736</u>
<b>Total – Debt Service Funds</b>	<b>\$56,984,288</b>

**TOTAL – OPERATING BUDGET APPROPRIATIONS** **\$823,294,995**

**SECTION 2.** For the payment of capital improvements as set forth in the Capital Improvement Program (CIP) of the City of St. Petersburg, Florida for the fiscal year ending September 30, 2024, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies as shown in the following schedules:

### CAPITAL IMPROVEMENT FUNDS

#### GENERAL CAPITAL IMPROVEMENT

17th Street N Over Booker Creek (Also in 3027)	2,250,000
62nd Ave S at Maximo (Also in 3027)	2,812,500
Fleet Facility Replacement – Building A (Also in 3027)	3,000,000
Little St. Mary's Restroom Improvements	100,000
MOB Repairs and Improvements	1,840,000
Pier Sidewalk Expansion (Tram Path)	300,000
Pier SW Facility Improvements	100,000
Enoch Davis Recreation Center Improvements	250,000
Police CAD/RMS Mobile System	244,242
Ferry Dock	250,000
Infrastructure TBD	930,000
Transfer to Stormwater Drainage CIP Fund	<u>250,000</u>
<b>General Capital Total</b>	<b>\$12,326,742</b>

#### HOUSING CAPITAL IMPROVEMENT

Affordable/Workforce Housing	<u>750,000</u>
<b>Housing Capital Total</b>	<b>\$750,000</b>

#### PUBLIC SAFETY CAPITAL IMPROVEMENT

Fire Engine 5/F495 Replacement	314,000
Ladder Truck 13/F429 Replacement	1,294,000
Police Take Home Vehicles	<u>648,000</u>
<b>Public Safety Total</b>	<b>\$2,256,000</b>



## ATTACHMENT D

### CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT

Neighborhood Enhancement	50,000
62nd A/N, East of 1st Street Reconstruction	3,500,000
Alley and Roadway Reconstruction – Brick	200,000
Alley Reconstruction – Unpaved	200,000
Curb Replacement/Ramps	400,000
School Zone Upgrades	600,000
Sidewalk Reconstruction	1,300,000
Street and Road Improvements	5,400,000
Traffic Signal/BRT System Upgrades	400,000
Complete Streets (Also in 3071)	400,000
Foster Hill Drive & 38th AN Modifications	100,000
Neighborhood Transportation Mgmt Program	150,000
Sidewalks – Expansion Program (Also in 3071)	350,000
Sidewalks – Neighborhood & ADA Ramps	350,000
Wayfaring Signage and Sign Replacement	100,000
17th Street N Over Booker Creek (Also in 3001)	1,000,000
2nd St N Over Tinney Creek	300,000
Overlook Dr NE Over Smacks Bayou	350,000
Snell Isle Blvd NE Over Coffee Pot Bayou	300,000
7th Street N Over Gateway	400,000
58th St N Over Bear Creek	300,000
62nd Ave S at Maximo (Also in 3001)	1,187,500
Bridge Life Extension Program	1,000,000
Sanitary Sewer Annual Pipe Repair & Replacement	5,000,000
Sanitary Sewer Annual Pipe CIPP Lining Program	2,000,000
Affordable Housing Land Acquisition	1,750,000
Fleet Facility Replacement – Building A (Also in 3001)	3,300,000
Seawall Renovation & Replacement	1,055,000
Transfer to Debt Service Fund (Bridge)	<u>817,393</u>
<b>Citywide Infrastructure Total</b>	<b>\$32,259,893</b>

### RECREATION AND CULTURE CAPITAL IMPROVEMENT

Enoch Davis Recreation Center Improvements	1,195,000
Recreation Center Improvements	300,000
Sunshine Center HVAC and Window Replacement	350,000
Swimming Pool Improvements	400,000
Athletic Facilities Improvements	200,000
Park Facilities Improvements	350,000
Parks Lighting Improvements	100,000
Play Equipment Replacement	600,000
Preserve Improvements	100,000
Treasure Island Beach ADA Restroom Imps	100,000
General Library Improvements	100,000
Library Facility Enhancement	800,000

## ATTACHMENT D

Mirror Lake Community Library HVAC Replacement	154,110
Mirror Lake Community Library Water Intrusion	300,000
Coliseum – Concessions & Breakroom Renovations	225,000
Mahaffey Theater Improvements	400,000
Transfer to Debt Service Fund (Shore Acres/Main Library)	<u>1,479,017</u>
<b>Recreation and Culture Total</b>	<b>\$7,153,127</b>

### **CITY FACILITIES CAPITAL IMPROVEMENT**

Jamestown – Waterproofing, Glazing and Painting	259,000
Manhattan Casino Renovation and Construction	200,000
City Facility HVAC Replacement/Upgrade	200,000
City Facility Roof/Waterproofing	200,000
PTO Administration Building Roof Replacement	760,000
Fire Facilities Major Improvements	150,000
Fire Headquarters HVAC Replacement	82,000
Transfer Repayment Debt Service (Jamestown Renovation)	<u>193,590</u>
<b>City Facilities Total</b>	<b>\$2,044,590</b>

### **MULTIMODAL IMPACT FEES CAPITAL PROJECTS**

Downtown Intersection and Pedestrian Facilities	225,000
Traffic Safety Program	125,000
Complete Streets	675,000
Sidewalk Expansion Program	<u>50,000</u>
<b>Multimodal Impact Fees Total</b>	<b>\$1,075,000</b>

### **BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS**

18th Ave South Complete Streets	1,341,235
22nd Street S – 5th Ave S to 1st Ave North	351,248
28th Street – 18th Ave S to 5th Ave S	404,333
62nd Avenue South Trail – 22nd to MLK St	198,467
6th Street – 4th AS to Mirror Lake Drive	392,244
North Shore Elementary Sidewalks	<u>125,508</u>
<b>Bicycle/Pedestrian Safety Total</b>	<b>\$2,813,035</b>

### **TAX INCREMENT FINANCING IMPROVEMENTS**

Al Lang Stadium Improvements	<u>200,000</u>
<b>Tax Increment Financing Capital Total</b>	<b>\$200,000</b>

### **WATER RESOURCES CAPITAL PROJECTS**

Computerized System Improvements	100,000
Water Distribution System Improvements	17,900,000
Water Resources Building Improvements	2,000,000
Lift Station Improvements	8,300,000
Sanitary Sewer Collection System	9,050,000
Water Reclamation Facilities Improvements	41,250,000
Reclaimed Water System Improvements	775,000

## ATTACHMENT D

Water Treatment Supply	1,000,000
Transfer WC Fees to Debt	<u>1,200,000</u>
<b>Water Resources Total</b>	<b>\$81,575,000</b>

### STORMWATER DRAINAGE CAPITAL PROJECTS

Facility Master Plan	1,319,000
Stormwater Pump Station	250,000
62nd Ave N SDI	250,000
Bartlett Lake/Salt Creek Pump Station	1,000,000
Master Plan Projects	400,000
Minor Storm Drainage	750,000
Stormwater System Resiliency Enhancements	500,000
50th A/N West of 5th St SDI	750,000
Connecticut Ave NE & Vicinity Resiliency SDI	4,000,000
Crescent Lake Water Quality Improvements	500,000
Drainage Line Rehabilitation Replacement	1,500,000
Harbor Isle Lake Restoration	3,000,000
Lake Improvements	500,000
MLK Channel Improvements	1,000,000
MLK S of Salt Creek to 32nd A/S SDI	400,000
Stormwater Vaults & Backflow Preventers	200,000
Utility Network Extension – SPTO Assets	<u>500,000</u>
<b>Stormwater Drainage Total</b>	<b>\$16,819,000</b>

### AIRPORT CAPITAL PROJECTS

Airport Fuel Farm Replacement	1,100,000
Rehab Airfield Vault	1,100,000
Upgrade Access Control Security System	<u>132,000</u>
<b>Airport Total</b>	<b>\$2,332,000</b>

### MARINA CAPITAL IMPROVEMENT

Marina Facility Improvements	200,000
Marina Piling Replacement	<u>200,000</u>
<b>Marina Total</b>	<b>\$400,000</b>

### GOLF COURSE CAPITAL PROJECTS

Driving Range and Tee Box Renovation	<u>300,000</u>
<b>Golf Course Total</b>	<b>\$300,000</b>

### PORT CAPITAL IMPROVEMENT

Port Master Plan	<u>300,000</u>
<b>Port Total</b>	<b>\$300,000</b>

<b>TOTAL CIP FUNDS</b>	<b>\$162,604,387</b>
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## ATTACHMENT D

**SECTION 3.** For dependent districts of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2024, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

### DEPENDENT DISTRICTS

Health Facilities Authority	<u>4,000</u>
<b>Total – Dependent Districts</b>	<b>\$4,000</b>

**SECTION 4.** Within the appropriations in Section 1, the following allocations are authorized:

### INTERNAL SERVICE ALLOCATIONS

Fleet Management	21,733,272
Equipment Replacement	10,573,062
Municipal Office Buildings	4,971,754
Technology Services	17,633,418
Technology and Infrastructure	1,532,712
Supply Management	647,000
Health Insurance	63,770,273
Life Insurance	972,003
General Liabilities Claims	2,589,189
Commercial Insurance	9,127,148
Workers' Compensation	9,222,987
Billing and Collections	<u>14,260,827</u>
<b>Total – Internal Services</b>	<b>\$157,033,645</b>

### COMMUNITY SUPPORT ALLOCATIONS

Pinellas Safe Harbor	150,000
Social Action Funding Program	700,000
Homeless Leadership Alliance of Pinellas Board	25,000
Westcare Opioid Addiction Program	100,000
Westcare Turning Point	125,000
Pinellas Hope	150,000
St. Vincent de Paul	148,633
Rapid Rehousing	400,000
Neighborly Care Network (Meals on Wheels)	100,000
Childhood Homelessness Project (HLA of Pinellas)	260,000
Contingency	15,000
My Brother's and Sister's Keeper (MBSK)	471,304
Hidden Voices	100,000
MLK Festival	100,000
STEP Program	50,000
Tampa Bay Black Business Investment Corporation (TBBBIC)	50,000
2020 Administrative Funding (Wrap Around)	35,000
Pinellas Opportunity Council Wrap Around Services	30,000
Youth Employment	1,000,000
Keep Pinellas Beautiful	15,000

## ATTACHMENT D

Youth Workforce Readiness	35,000
Neighborhood Partnership Matching Grants	35,000
Mayors Mini Grant Program	15,000
Reads to Me	50,000
Storm Drain Mural and Drains to the Bay	15,000
Aid to Private Organizations – Sponsor/Donation	15,000
Aid to Gov't Agencies – Luncheons/Conferences	5,000
New Event(s) for FY24 (TBD)	15,000
New Year's Eve Fireworks	45,000
Keep St. Pete Local/ Localtopia	50,000
Arts Grants	500,000
Florida Orchestra	100,000
Museum of History	87,000
Arts Conservatory for Teens (ACT)	50,000
Microfund Program/Storefront Conservation/Commercial Revitalization	500,000
Main Streets Program	220,000
Economic Development Corporation	150,000
City/Chamber Greenhouse Partnership	150,000
Qualified Target Industry Commitments	60,000
Grow Smarter Eco Dev and Workforce Initiative	270,000
Business Recruitment Event Aid	25,000
Corporate Relocation & Expansion Grants	300,000
Business Corridor Support Program	30,000
Cross Bay Ferry	243,000
Downtown Looper	20,000
Carter G. Woodson Museum	107,000
Juneteenth	10,000
USF Fellows Program	18,000
MBSK – Youth Grants	300,000
Eckerd College Diversity Scholarship	50,000
Bridge to Doctorate Program	25,000
Literacy/STEAM Programs	500,000
Florida State Minority Supplier Diversity Corp/Minority Enterprise Development	<u>5,000</u>
<b>Total – Community Support</b>	<b>\$8,024,937</b>

### Subsidies:

Mahaffey Theater	684,500
Pier	1,497,000
Coliseum	468,500
Tropicana Field	2,149,420
Port	200,000
Jamestown	<u>411,000</u>
<b>Total – Subsidies</b>	<b>\$5,410,420</b>

## ATTACHMENT D

### Debt and Transfers:

Debt	5,170,458
Economic Stability	500,000
Capital Improvement Funds	4,900,000
Tax Increment Funds	<u>20,091,567</u>
<b>Total – Debt and Transfers</b>	<b>\$30,662,025</b>

Contingency	<b>\$1,891,000</b>
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<b>Total – Non-Departmental</b>	<b>\$45,988,382</b>
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**SECTION 5.** The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds has been determined. Commitment amounts can be changed by a resolution of City Council in accordance with the City Charter:

*Operating Re-appropriations* - Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.

*Land Sale Proceeds* - This category was established to provide a funding source for acquiring property. Proceeds from the sale of City properties valued at less than \$20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

*Qualified Target Industry (QTI) Tax Refund Program* - This category was established to provide the City's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

*Local Agency Program (LAP)* - This category was established to provide the City's share of commitments for maintenance of City roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

*Courtesy Docks and Slips* - This category was established to provide the City's share of commitments for costs associated with the ordinary and routine maintenance of the Transient Visitor Dock and Slips until March 31, 2041 as a result of a grant agreement with the Florida Fish and Wildlife Conservation Commission (FFWCC).

These commitment categories are effective as of the date of this Ordinance which is prior to the end of the Fiscal Year 2023.

**SECTION 6.** After the effective date of this Ordinance, changes to the allocation amounts listed in Section 4 may be accomplished in the same manner as changes to appropriations pursuant to City Charter Section 3.14.

**SECTION 7.** This Ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2024.

**SECTION 8.** In the event this Ordinance, or any line item, is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance, or any line item, is vetoed by the Mayor in accordance with the City Charter, it shall not become effective

## ATTACHMENT D

unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

  
00697280

DEPARTMENT:

  
\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING THE  
TENTATIVE BUDGET FOR THE FISCAL  
YEAR ENDING SEPTEMBER 30, 2024; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a public hearing has been held on September 14, 2023, at 6:00 P.M.  
on the tentative budget.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St.  
Petersburg, Florida that this Council hereby adopts Ordinance No. 554-H which includes the  
Mayor's amendments to the recommended budget as the tentative budget for the fiscal year ending  
September 30, 2024.

This resolution shall become effective immediately upon its adoption.

LEGAL:

BUDGET:

  
\_\_\_\_\_  
00697279

  
\_\_\_\_\_





# First Public Hearing Fiscal Year 2024 Budget

September 14, 2023

# Fiscal Year 2024 Budget

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- First Reading of FY24 Budget Ordinance
- Budget presentation
  - Including proposed changes to the Mayor's Recommended Budget
- Public Input
- Proposed Property Tax Millage Rate/Rolled Back Rate Resolution
- FY24 Tentative Budget/Appropriation Ordinance
- FY24 Tentative Budget Resolution



# Fiscal Year 2024 – Rolled Back Rate

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Rolled Back Rate	5.9152
Proposed Millage Rate (set July 20, 2023)	6.4675
Increase from Rolled Back Rate	9.34%
FY23 Ad Valorem Revenue (adopted budget)	\$177,847,886
FY24 Ad Valorem Revenue (tentative budget)	\$197,790,620
Increase in Ad Valorem Revenue	\$19,942,734



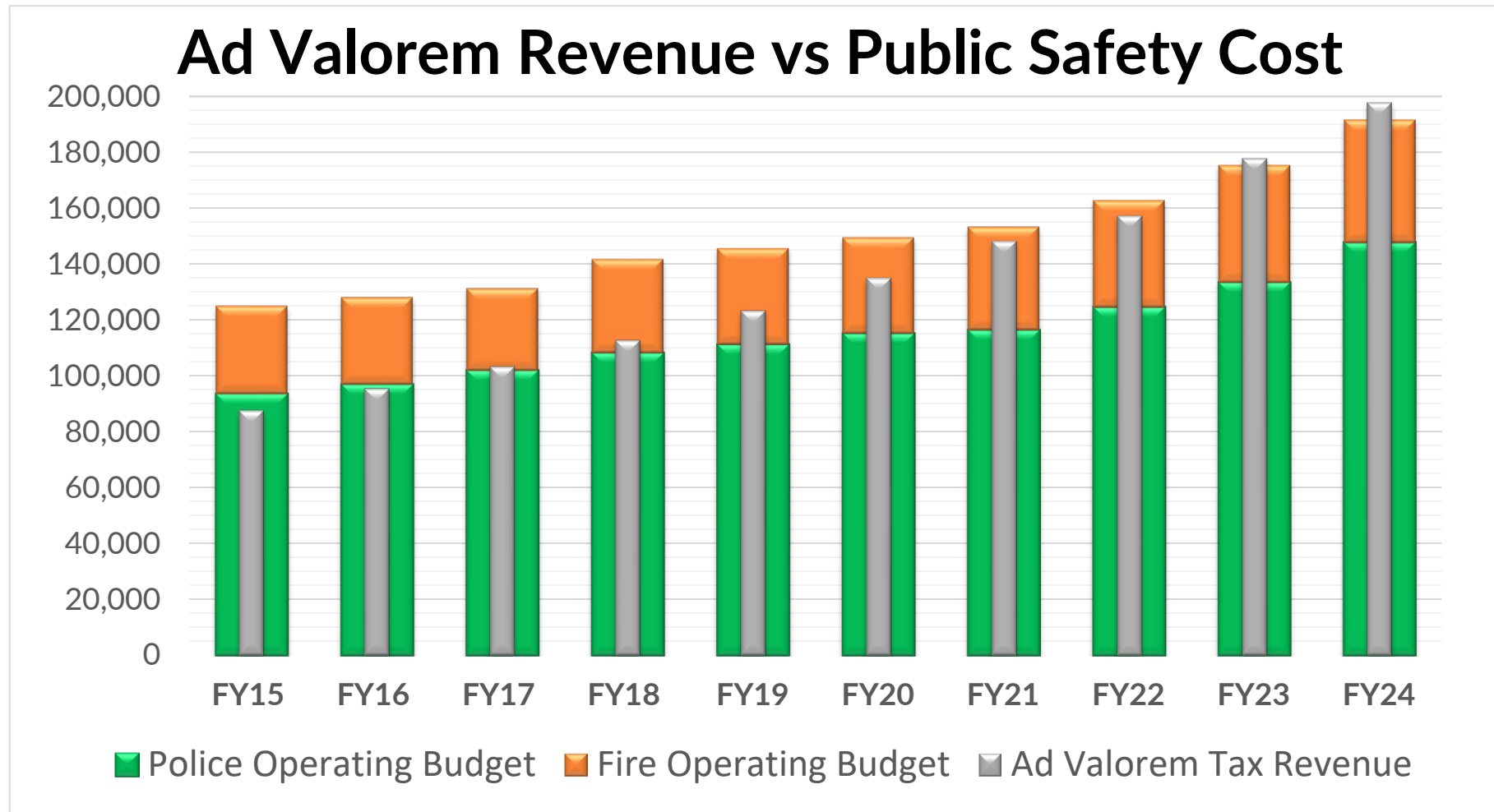
# Reasons Ad Valorem Tax Revenue is being Increased

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- Maintaining or increasing investments in key strategic initiatives such as:
  - Wage Increases for All City Employees (including Police and Fire Rescue)
  - Affordable/Workforce Housing
  - Five additional Fire Cadets positions and two full-time positions in Legal
  - Continued funding for CALL, Body Worn Cameras, and Fleet Camera Programs
  - Citywide Eviction Prevention Program
  - Youth Employment Programs
  - Literacy/STEAM Programs
  - At Risk Youth, Social Action Funding, Grow Smarter Initiative, and Arts Grants
  - Equitable Arts, Development and Business Opportunities
  - Funding in Contingency for Historic Gas Plant Redevelopment Project
- The increase in ad valorem tax is based on a 12.36% increase in 2023 taxable property values over 2022



# Property Taxes and Public Safety Costs

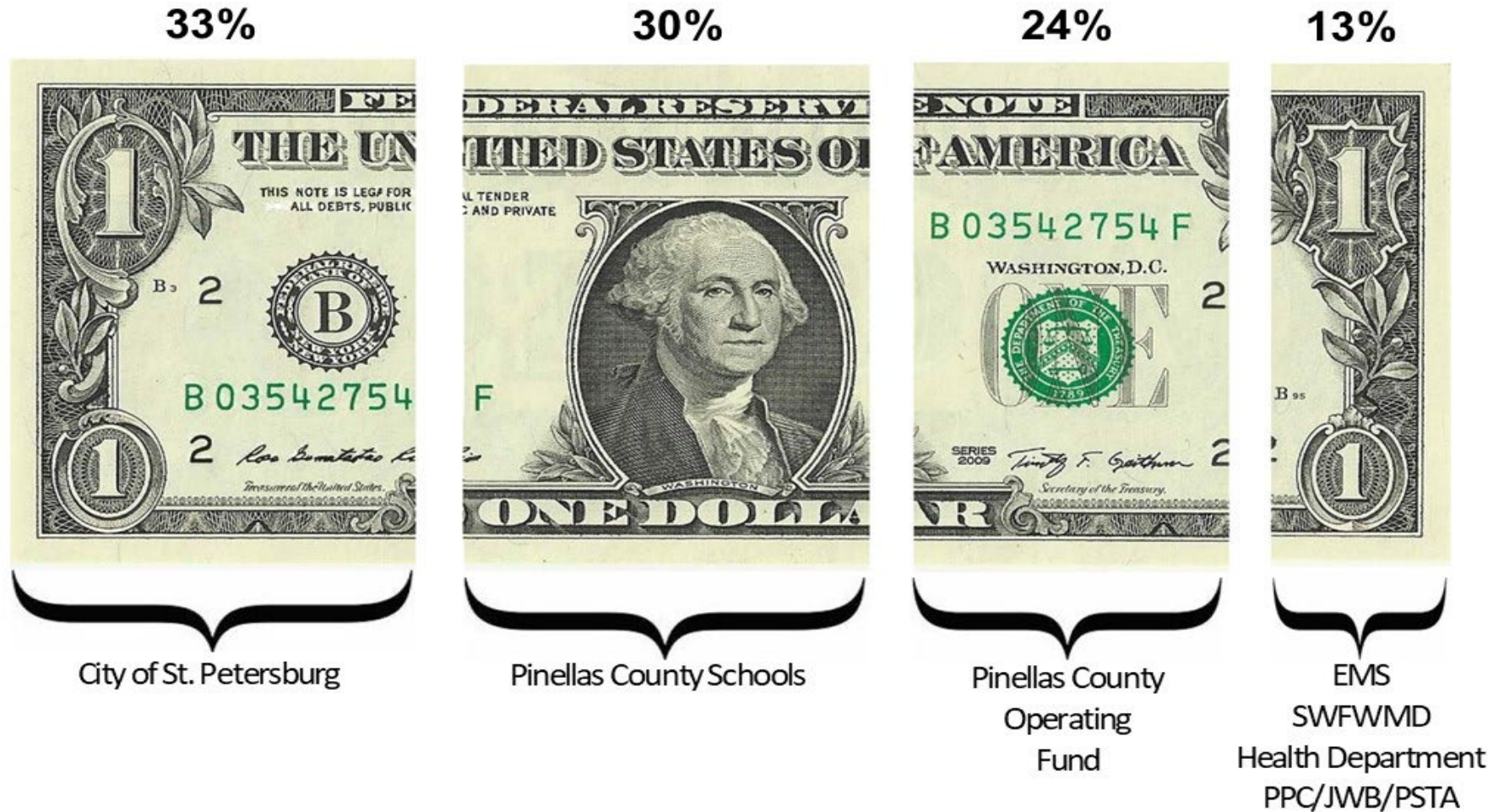


# Millage Rate Calculation

Gross Taxable Property Value	\$31,856,497,157
96% of Gross Property Value	\$30,582,237,271
Value of One Mill @ 96% (A)	\$30,582,237
General Fund Requirements	\$364,466,889
Sources (other than Ad Valorem)	\$166,676,269
Required Ad Valorem Revenue (B)	\$197,790,620
Millage Levy Required (B/A)	6.4675



# Property Tax Bill Breakdown



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# Revenue Changes General Fund

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# Revenue Changes – General Fund

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General Fund			
Department	Recommended Budget	Proposed Change	Ordinance
Finance	\$331,789,203	\$349,802	\$332,139,005
Parks and Recreation	\$9,434,408	\$273,246	\$9,707,654
Total Revenue Change		\$623,048	



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# Requirement Changes General Fund

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# Requirement Changes – General Fund

General Fund			
Department	Recommended Budget	Proposed Change	Ordinance
Budget and Management	\$9,354,508	\$42,183	\$9,587,691
Engineering and Capital Improvements	\$5,603,693	\$1,000	\$5,604,693
Fire Rescue	\$44,057,439	\$46,089	\$44,103,528
Legal	\$4,101,753	\$211,940	\$4,313,693
Parks and Recreation	\$51,556,416	\$273,246	\$51,829,662
Police	\$147,654,357	\$33,562	\$147,687,919
Public Works Administration	\$672,299	\$51,376	\$723,675
Stormwater, Pavement, and Traffic Ops	\$8,560,790	(\$3,590)	\$8,557,200
Contingency	\$1,923,758	(\$32,758)	\$1,891,000



# Requirement Changes – General Fund Cont.

General Fund			
Department	Recommended Budget	Proposed Change	Ordinance
Community Enrichment Administration	\$1,318,945	(\$1,013,892)	\$305,053
Economic and Workforce Development	\$4,570,731	\$1,035,000	\$5,605,731
Housing and Neighborhood Srvcs. Admin.	\$4,053,556	(\$1,364,788)	\$2,688,768
Library	\$9,788,834	\$50,000	\$9,838,834
Marketing	\$3,094,436	\$95,285	\$3,189,721
Mayor's Office	\$4,121,474	\$2,446,402	\$6,567,876
Neighborhood Relations	\$1,881,142	(\$1,085,000)	\$796,142
<b>Total Requirement Change</b>	<b>\$363,843,841</b>	<b>\$623,048</b>	<b>\$364,466,889</b>



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# Revenue Changes Other Funds

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# Revenue Changes – Other Funds

Other Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Water Resources Operating Fund	\$202,569,791	(\$2,872,136)	\$199,697,655
Water Resources Debt Fund	\$45,328,852	(\$4,456,970)	\$40,871,882
Water Equipment Replacement	\$3,127,520	\$33,838	\$3,161,358
Stormwater Utility Fund	\$34,605,234	(\$1,685,220)	\$32,920,014
Stormwater Debt Service Fund	\$2,868,577	\$537,413	\$3,405,990
Sanitation	\$58,656,924	\$837,731	\$59,494,655
Fleet	\$21,716,518	\$16,754	\$21,733,272



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# Requirement Changes Other Funds

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# Requirement Changes – Other Funds

Other Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Building Permit Special Revenue	\$12,603,840	\$122,042	\$12,725,882
Arts in Public Places	\$23,412	\$9,000	\$32,412
Water Resources Operating Fund	\$204,426,860	(\$2,007,803)	\$202,419,057
Water Resources Debt	\$43,363,298	(2,949,416)	\$40,413,882
Water Cost Stabilization	\$1,465,000	\$35,000	\$1,500,000
Stormwater Utility	\$33,402,319	\$502,073	\$33,904,392
Stormwater Debt	\$2,647,189	\$758,804	\$3,405,990





# Requirement Changes – Other Funds Cont.

Other Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
Golf Course	\$6,516,438	(\$720,000)	\$5,796,438
Fleet Management	\$21,766,695	(\$7,111)	\$21,759,584
Technology Services	\$19,474,266	\$6,186	\$19,480,452
Health Insurance	\$65,006,994	\$8,378	\$65,015,372
Life Insurance	\$971,072	\$931	\$972,003
Billing and Collections	\$17,992,673	(3,053)	\$17,989,620



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# Capital Improvement Program Revenue Changes

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# Revenue Changes - CIP

CIP Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
General Capital Improvement Fund	\$11,983,500	(\$275,585)	\$11,707,742
Golf Course Capital Improvement Fund	\$1,020,000	(\$720,000)	\$300,000



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# Capital Improvement Program Requirement Changes

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# Requirement Changes - CIP

CIP Funds			
Fund	Recommended Budget	Proposed Change	Ordinance
General Capital Improvement	\$12,602,500	(\$275,758)	\$12,326,742
Multimodal Impact Fees Capital Improvement	\$1,475,000	(\$400,000)	\$1,075,000
Golf Course Capital Improvement	\$1,020,000	(\$720,000)	\$300,000



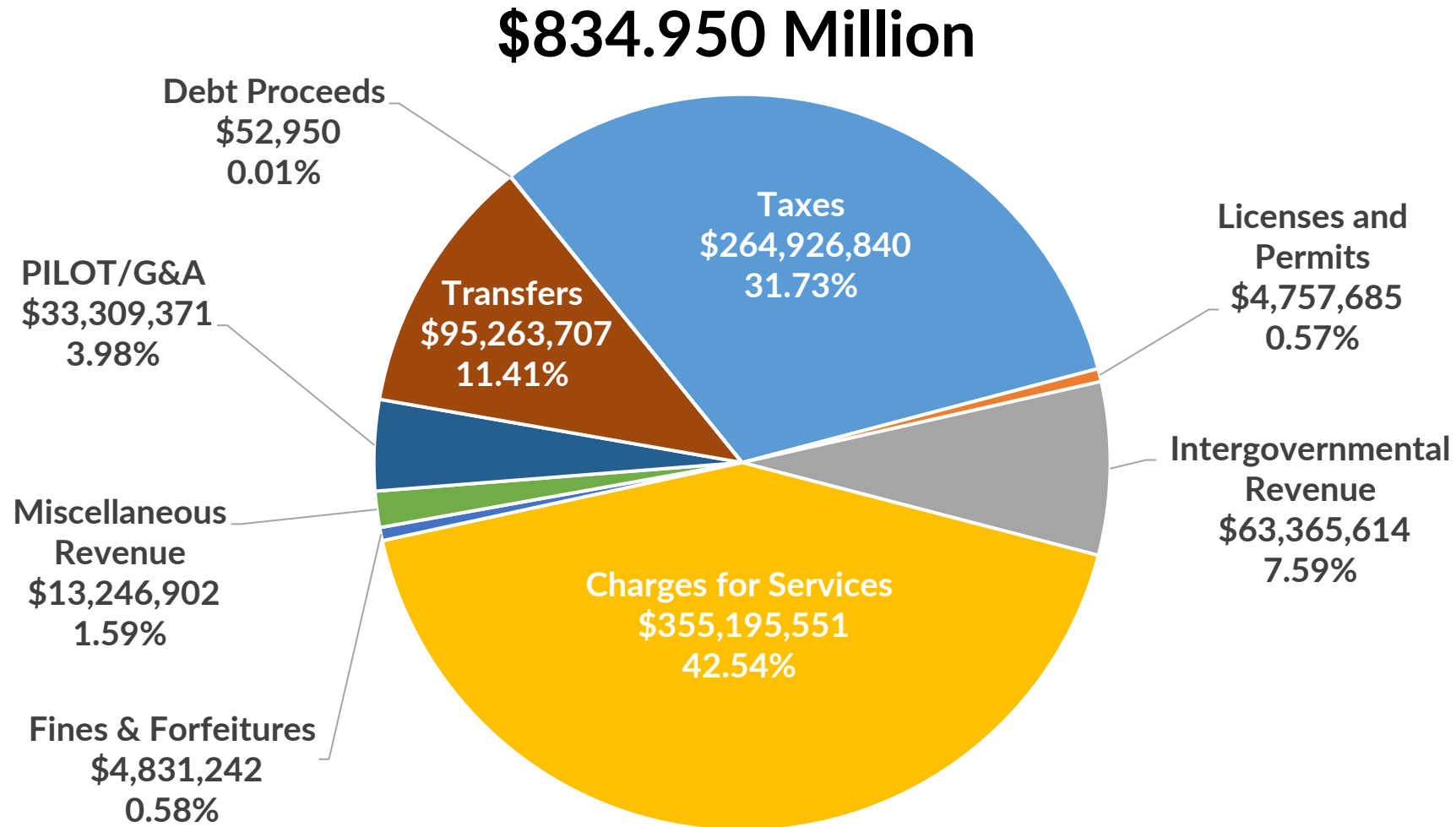
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# FY24 Budget in Brief

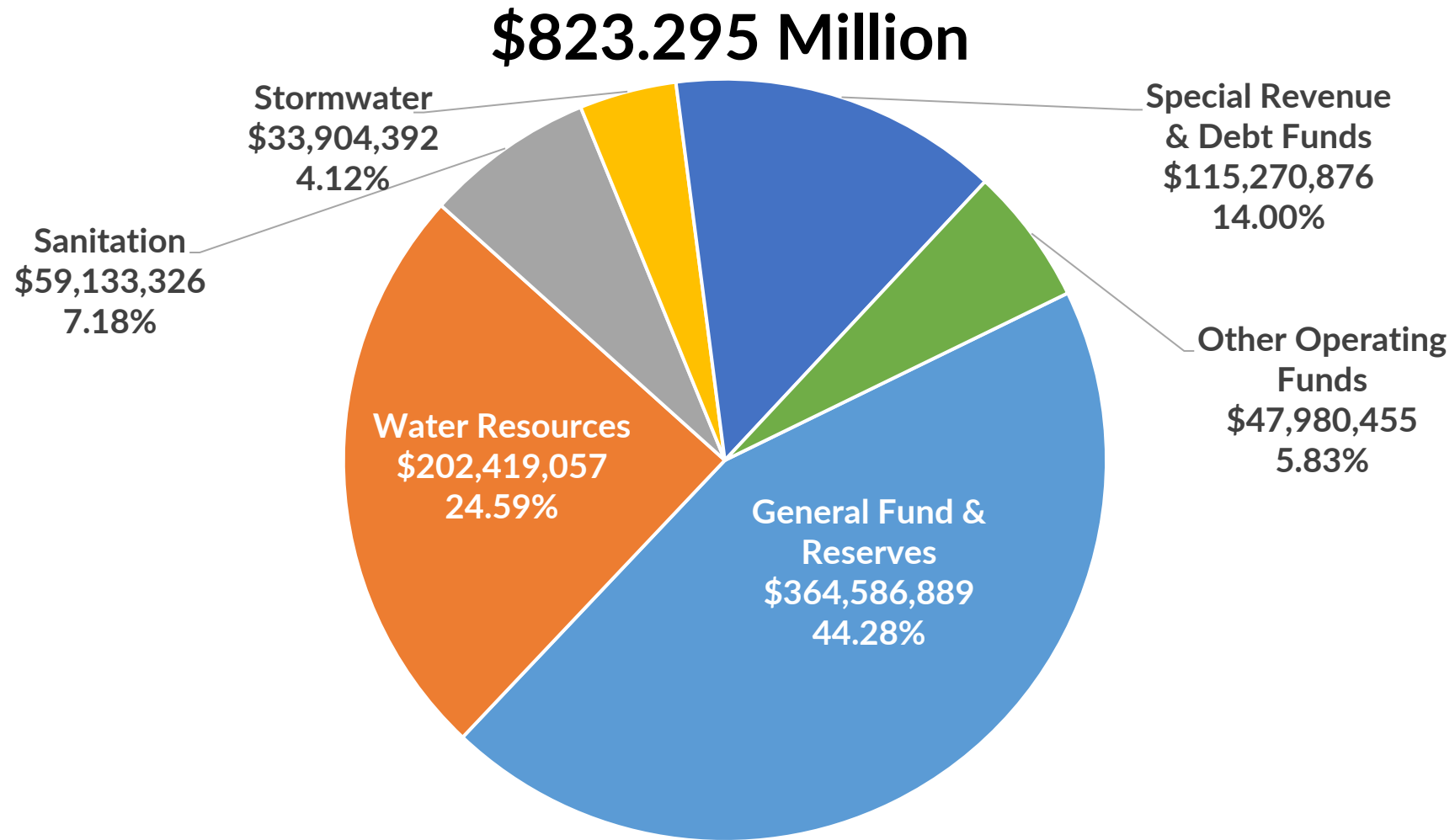
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# FY24 Operating Budget Revenues

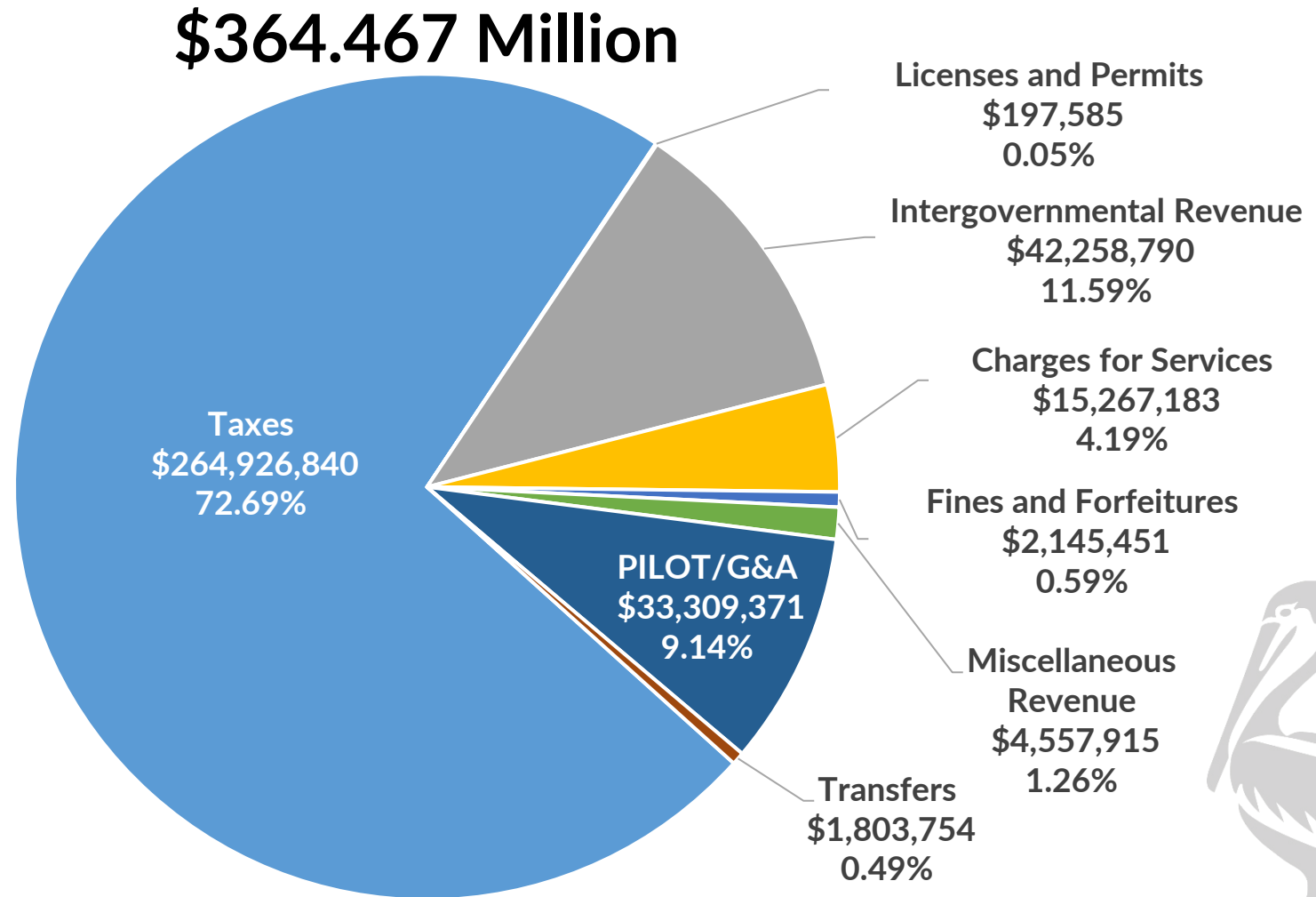


# FY24 Operating Budget Expenses



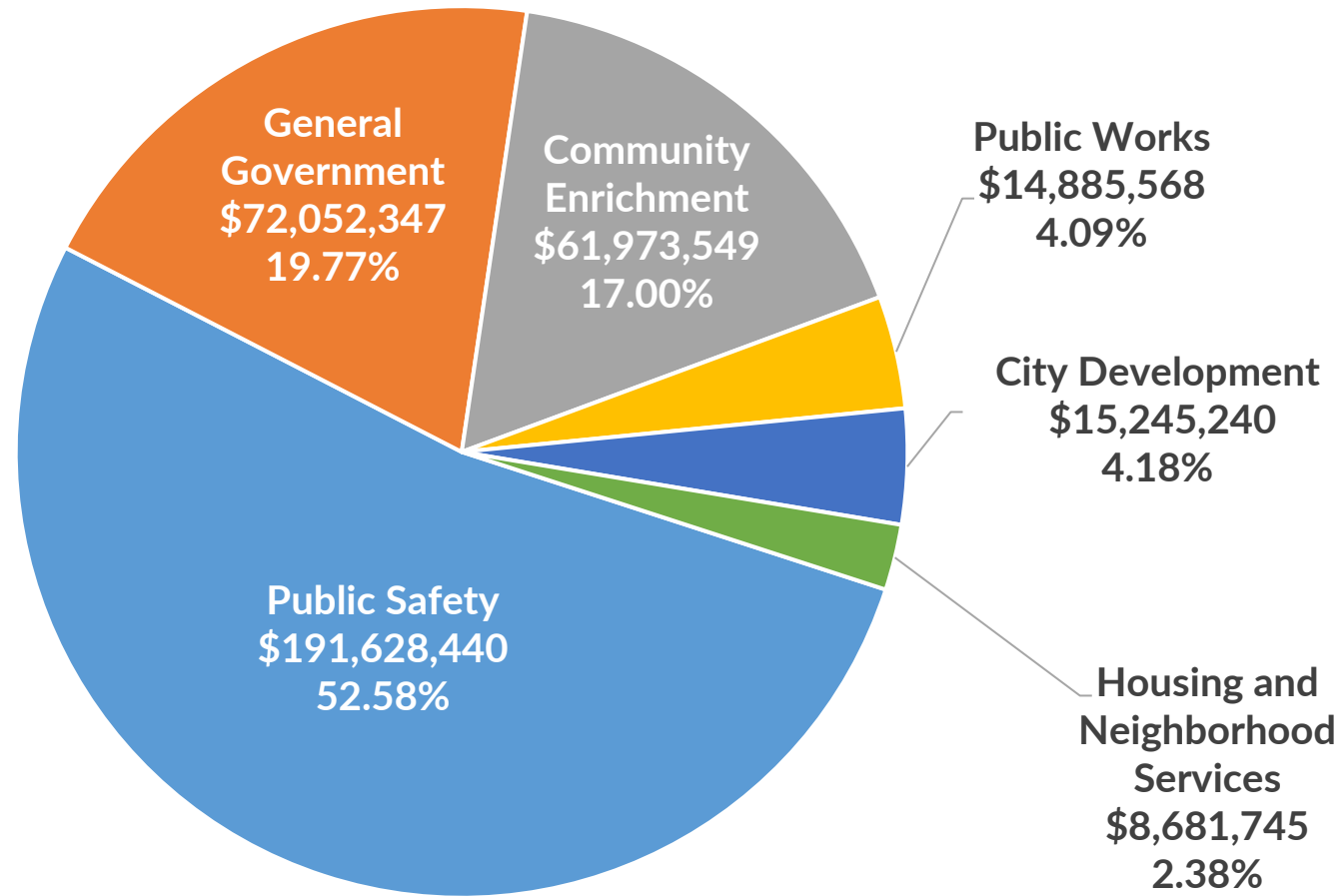


# FY24 General Fund Revenue Budget



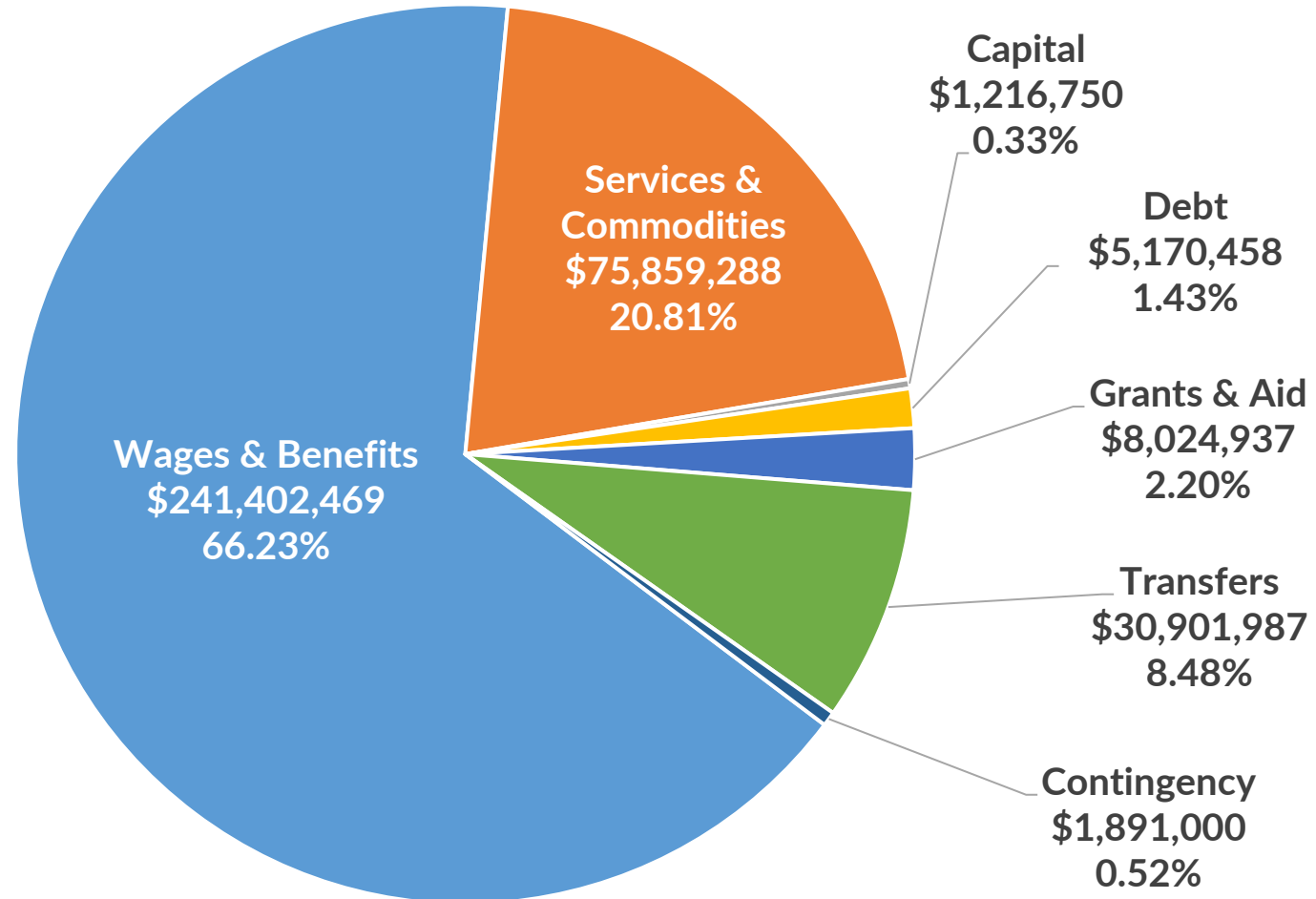
# FY24 General Fund Expenditure by Administration

**\$364.467 Million**



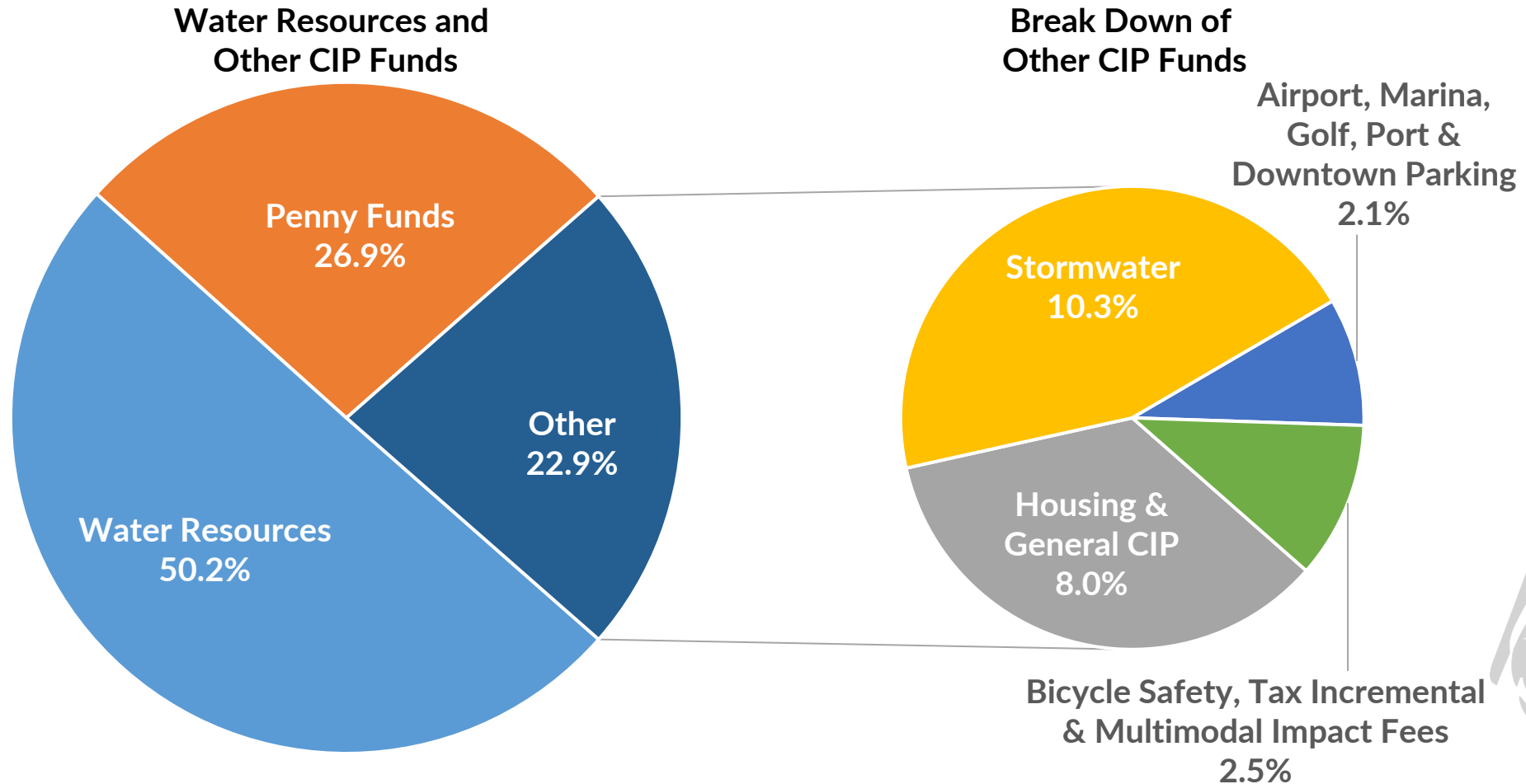
# FY24 General Fund Expenditure by Type

**\$364.467 Million**



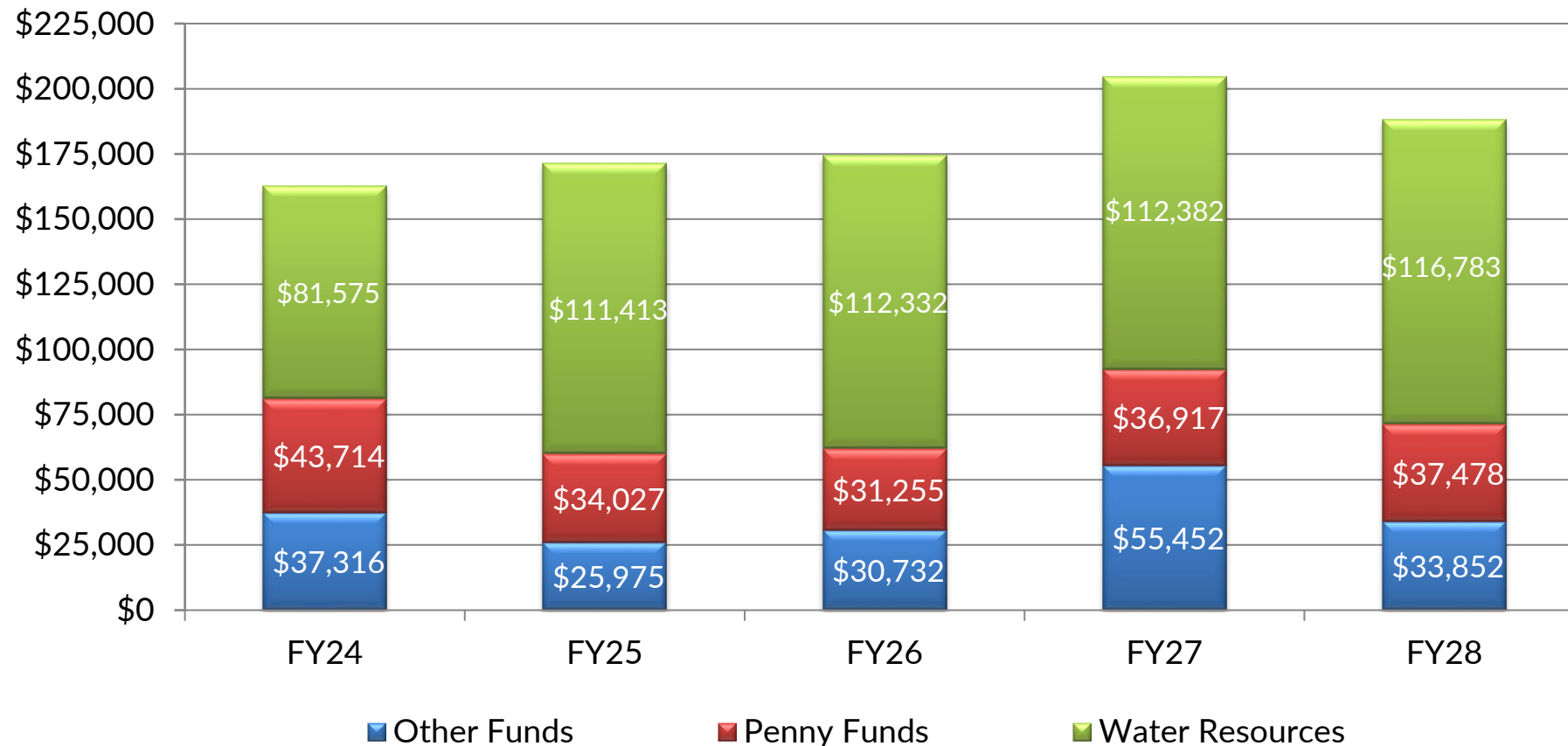
# FY24 Capital Improvement Program

**\$162.604 Million**



# Five-Year CIP (FY24-28)

**CAPITAL IMPROVEMENT PROGRAM**  
**FIVE-YEAR PLAN - \$901.201 MILLION (000s omitted)**



# Fund Balance Commitments

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Categories of committed fund balances:

- Operating Re-Appropriations
- Land Sale Proceeds
- Qualified Target Industries (QTI)
- Local Agency Program (LAP)
- Courtesy Docks and Slips



# Budget Information

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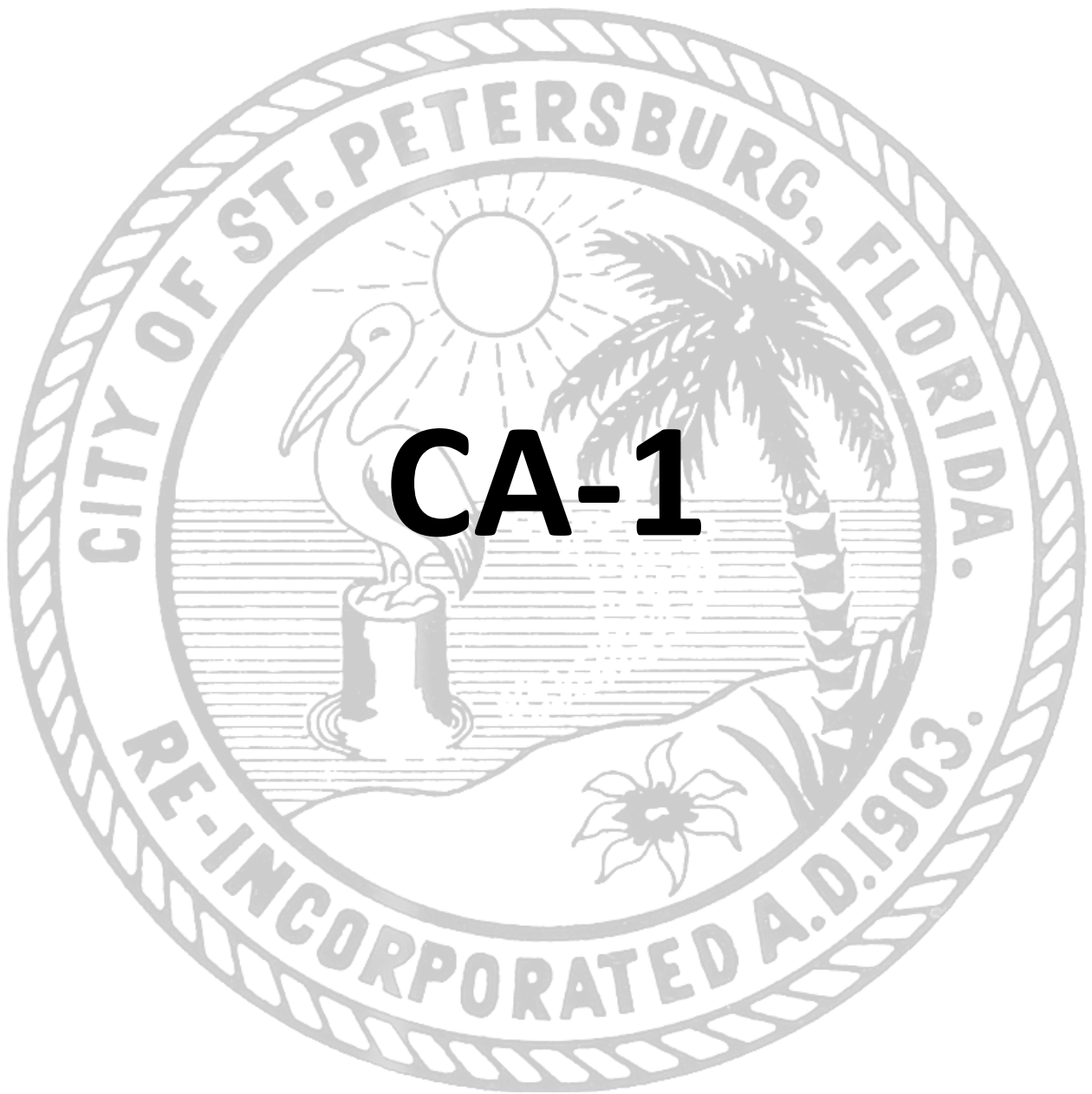
**Final FY24  
Budget Public Hearing  
September 28, 2023  
6:00 PM**

**Information is available  
on the city website at:  
[Budget & Finance \(stpete.org\)](http://stpete.org)**



The following page(s) contain the backup material for Agenda Item: A Resolution approving funding for various social service agencies in the amount of \$700,000 for the period of October 1, 2023 through September 30, 2024 on the recommendation of the Social Services Allocations Committee; approving the form grant agreement; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City's form grant agreement; and providing an effective date.  
Please scroll down to view the backup material.





**CA-1**

# **ST. PETERSBURG CITY COUNCIL**

## **Consent Agenda**

**Meeting of September 14, 2023**

**TO:** The Honorable Chair Brandi Gabbard & Members of City Council

**SUBJECT:** Approval of funding for social services programs for the period of October 1, 2023, through September 30, 2024. The resolution presented for your consideration provides funding in the amount of \$700,000.

**EXPLANATION:** The Social Services Allocations Committee (“SSAC”) has met during the past few months and reviewed the applications submitted by social service organizations for the City’s Social Action Funding (SAF). For FY 2024, the SSAC considered funding for programs that provide homeless services and homeless prevention services (HUD definition was included in the application) to residents of St. Petersburg. Funding priority was in accordance with the local Homeless Continuum of Care priorities, and funding was recommended for programs that serve:

- Families with children aged 0-5 years old
- Families with children aged 6-17 years old
- Elderly over 62 years
- Unaccompanied youth
- Veterans
- Survivors of Domestic Violence
- Chronically homeless as defined by HUD
- Youth aging out of foster care

All interested parties were notified on May 5, 2023, to submit applications for funding with a June 21, 2023, deadline. A Bidders and Technical Workshop was held on May 16, 2023, via Zoom, for prospective applicants. This year all Social Action Funding (SAF) was available on a competitive basis, and applications were required to be submitted electronically no later than 4:00 pm on the deadline date. A total of 19 requests for funding were received. However, 3 applications were rejected for failure to meet the “Fatal Criteria” established by the SAF Guidelines. The total amount requested by the remaining 13 agencies, which applied for 16 different programs, was \$1,099,811.19, which was \$399,811.19 above the anticipated budget of \$700,000.

On August 16, 2023, the SSAC met for deliberations and to make recommendations for the funding in FY 2024. At the conclusion of the deliberations, the SSAC recommended full funding for 11 of the responsive agencies for 11 programs, and partial funding for one agency for one program. The total amount for these 12 programs is \$700,000.

The SSAC, as required by Council Resolution, has nine (9) members; one representative from City Council and eight (8) appointed by the Mayor with concurrence of City Council.

The SSAC is recommending funding for 12 programs in FY 2024 Social Action Funding, each of which are enumerated in the attached resolution. This resolution approves funding totaling \$700,000.

**RECOMMENDATIONS:**

The Social Services Allocations Committee recommends City Council adopt the attached resolution approving funding for various social service agencies in the amount of \$700,000 for the period of October 1, 2023 through September 30, 2024 on the recommendation of the Social Services Allocations Committee; approving the form grant agreement; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City's form grant agreement, and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the General Fund (0001), Housing and Neighborhood Services Department (080), Veterans, Social, and Homeless Services Division (2327).

**APPROVALS:**

Administrative: McFoster

Budget: Lance Stanford

**ATTACHMENTS:** Resolution  
FY24 Form Grant Agreement

Resolution No. \_\_\_\_\_

A RESOLUTION APPROVING FUNDING FOR VARIOUS SOCIAL SERVICE AGENCIES IN THE AMOUNT OF \$700,000 FOR THE PERIOD OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 ON THE RECOMMENDATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; APPROVING THE FORM GRANT AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY'S FORM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg authorizes financial assistance to Social Service Agencies in the community; and

WHEREAS, the Social Services Allocations Committee has reviewed all eligible agencies and presented its recommendations for the period of October 1, 2023, through September 30, 2024; and

WHEREAS, each eligible agency is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the funds are available in the General Fund (0001), Housing and Neighborhood Services Department (080), Veterans, Social & Homeless Services Division (2327) budget; and

WHEREAS, all agencies to be funded, as specified below, met the requirements set forth in the grant application and will be required to execute the form grant agreement which sets forth the terms and conditions related to such funding.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee, the below agencies be funded, as listed, for the period of October 1, 2023, through September 30, 2024:

Agency	Program	Amount	Use
Alpha House of Pinellas County, Inc.	Alpha House Residential – Homeless Prevention	\$79,296	Partial Salary/Fringe for 10 staff positions: Life Skills Counselor,

Agency	Program	Amount	Use
	and Supportive Services for Mothers and Babies		RSA Lead, 7 RSAs and Cook
Boley Centers, Inc.	Homeless Family Housing and Support Program	\$86,409	Partial Salary/Fringe: Family Services Manager and operational cost
Brookwood Florida, Inc.	Brookwood Florida, Inc.	\$50,000	Partial Salary/Fringe: Therapist
Community Action Stops Abuse, Inc. (CASA)	Emergency Shelter for Victims of Domestic Violence	\$50,000	Partial Salary/Fringe: Lead Maintenance Technician and maintenance/repair of facility
Community Action Stops Abuse, Inc. (CASA)	Transitional Housing - South	\$20,000	Assistance with HUD Match, operational cost, and repair and maintenance for transitional housing residence
Directions for Mental Health, Inc.	Family Works South Program	\$69,101	Flexible financial assistance to assist families, enrolled in the Family Works South Program, through prevention and diversion to avoid homelessness.
Gulfcoast Legal Services, Inc.	Domestic Violence Homelessness Initiative	\$45,194	Partial Salary/Fringe for 3 positions: Staff Attorney and Paralegal, and Chief Advocacy Officer. Operational cost for Family Justice Center and direct services for clients.
Homeless Leadership Alliance of Pinellas	Homeless Prevention Services	\$50,000	Flexible financial assistance to assist individuals and families through diversion and prevention to avoid homelessness.
Homeless Leadership Alliance of Pinellas	HLA Homeless Hotline	\$50,000	Partial Salary & Fringe: Intake Specialist/Team Lead
Society of St. Vincent de Paul South Pinellas, Inc.	Care Center Safe Open Storage Program	\$50,000	Partial Salary & Fringe for 2 positions: CARE Center Manager & a Navigator
Society of St. Vincent de Paul South Pinellas, Inc.	Center of Hope Bridging Families Shelter Program	\$50,000	Partial Salary & Fringe for 2 positions: Family Shelter Coordinator and Operations Supervisor and operational cost
WestCare GulfCoast-Florida, Inc.	Mustard Seed Inn-Transitional Housing	\$100,000	Partial Salary & Fringe for 3 positions: Peer Support/Case Manager, Lead Behavioral Health Technician, and Data Services Coordinator and operational costs
TOTAL		\$700,000	


BE IT FURTHER RESOLVED that the form grant agreement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the form grant agreement and all other documents necessary to effectuate these transactions.

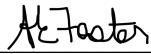
BE IT FURTHER RESOLVED that the City Attorney or her designee is authorized to make non-substantive changes to the form grant agreement.

This resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
City Attorney (Designee)

DEPARTMENT:

  
\_\_\_\_\_



## **AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made this 1st day of October, 2023, between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and \_\_\_\_\_, a non-profit corporation, ("Agency") (collectively, "Parties") with regard to the following matters.

### **RECITALS:**

**WHEREAS**, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

**WHEREAS**, the Agency is a voluntary, non-profit corporation which is open to the public and is dedicated to a valid public purpose; and

**WHEREAS**, the City recognizes that the Agency is providing an essential service within the community and has demonstrated the need for financial assistance.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Agency covenant and agree as follows:

1. **Grant of Funds:** The City hereby grants the herein described funds to the Agency subject to the terms and conditions of this Agreement. If this Agreement is not properly executed by the Agency and delivered to the City within forty-four (44) days of City Council approval of the herein described funding, the City may disqualify the Agency from receiving the herein described funds and such funds shall revert to the City.
2. **Program Plan and Program Budget:** The Agency shall comply with all the terms and conditions of this Agreement, including but not limited to the Program Plan ("Plan") and Program Budget ("Budget") which is attached hereto as Exhibit A and made a part of this Agreement. The Agency shall comply with any written instructions or conditions placed on the Plan or Budget.
3. **Grant Period:**
  - (a) The term of this Agreement is from October 1, 2023 through September 30, 2024 ("Term" or "Grant Period"). Except as expressly provided in Paragraph 3(b) below, funds not expended by the end of the Term shall immediately revert to the City.
  - (b) The Mayor may authorize the extension of the Term for up to ninety (90) days to allow the Agency to complete the Plan in a timely manner if the Agency is in compliance with this Agreement and the Agency is taking reasonable steps to complete the Plan within such ninety (90) day period.

**4. Financial Records and Reports and Workshop:**

- (a) The Agency shall submit to the City quarterly (or monthly) reports detailing revenues and expenditures relative to the Plan and Budget. These reports shall be provided to the City by the deadlines set forth in Exhibit A. If the Term is extended pursuant to Paragraph 3(b), above, Agency shall submit an additional report at the conclusion of the extended Term.
- (b) The Agency shall also submit a Program Outcome Objectives Matrix, attached hereto and made a part of this Agreement as Exhibit B, which shall describe the monthly or quarterly activity towards each objective goal(s) of the program(s) and the levels of service provided to the community for the preceding month or quarter as represented in the application for funding. This report shall be submitted at the same time as the quarterly (or monthly) revenue and expenditure report.
- (c) If directed by the City, the Agency shall attend a workshop prior to receiving any reimbursements pursuant to this Agreement.
- (d) Failure to provide the quarterly (or monthly) revenue and expenditure reports and Program Outcome Objective Management Report within the time period required by this Agreement is grounds for termination of this Agreement and may cause the Agency to be ineligible to apply to the City for funds in subsequent years. Failure to attend the aforementioned workshop as required by the City is grounds for termination of this Agreement and may cause the Agency to be ineligible to apply to the City for funds in subsequent years.

**5. Participation in Homeless Leadership Alliance of Pinellas, Housing First and Coordinated Entry**

As a condition of receipt of Social Action Funding from the City of St Petersburg, the Agency agrees to regularly attend the meetings, and maintain member in good standing status with the Homeless Leadership Alliance of Pinellas Providers Council, to fully support the Housing First Resolution adopted by St. Petersburg City Council on June 2, 2016, and participate in the coordinated entry system as established and implemented by the local Continuum of Care.

**6. 2-1-1 Tampa Bay Cares, Inc., Information Data Base**

The Agency agrees to maintain accurate and up-to-date agency and program data with the 2-1-1 Tampa Bay Cares, Inc. on-line database. Additionally, the Agency will list new or changed program(s) data or programs no longer in operation with 2-1-1 Tampa Bay Cares, Inc. within fifteen (15) calendar days of the date of program change.

**7. Pinellas Homeless Management Information System (PHMIS)**

- (a) The Pinellas Homeless Management Information System (PHMIS) is a community shared client information data system for homeless services providers designed to measure system-wide effectiveness of client services. The Agency's active participation in compliance with data entry into the PHMIS system is required under this Agreement except as otherwise noted or prohibited by law.
- (b) The Agency agrees to comply with all of the requirements of PHMIS and its system



including, but not limited to the requirements set forth in Exhibit C, which is attached to and made a part of this Agreement. The City may withhold funding to the Agency if the Agency fails to participate in PHMIS or fails to be compliant with PHMIS requirements at any time during the Term. It is the Agency's sole responsibility to familiarize itself with all the requirements of PHMIS and its system. Failure to comply with all the PHMIS requirements may cause the Agency to be ineligible to apply to the City for funds in subsequent years.

- (c) The Agency shall submit the required PHMIS Report, based on type of service, as generated from the PHMIS system. This report shall be submitted at the same time as the quarterly (or monthly) revenue and expenditure reports and the Program Outcome Objective Management Report and shall describe the monthly or quarterly number of individuals or families served and the monthly or quarterly demographics related to the individuals or families served for the preceding month or quarter.
- (d) In the event the Agency is prohibited by law from entering data into PHMIS, as an alternative to the requirements set forth in Paragraph 5, above, Agency shall provide a report to the City containing the data set forth in Exhibit D in a form acceptable to the City. This report shall be submitted at the same time as the quarterly (or monthly) revenue and expenditure reports and the Program Outcome Objective Management Report and shall describe the monthly or quarterly number of individuals or families served and the monthly or quarterly demographics related to the individuals or families served for the preceding month or quarter.

**8. Funding and Expenditures:**

- (a) The City will fund the Agency in accordance with this Agreement, the Plan and Budget. This funding is subject to the provision that any and all monies owed to the City for any reason shall be paid in full prior to the disbursement of any monies hereunder.
- (b) Disbursement of monies will be made on a reimbursement basis after the City's review and approval of documentation that evidences payment of expenditures for the items listed in Exhibit A.
  - i. All reimbursement requests shall include the following for each expenditure item listed in Exhibit A prior to each disbursement:
    - a) a copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, if applicable, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;
    - b) a copy of canceled checks, bank and/or credit card statements from the Agency for payment. For an item to be approved for reimbursement, the name of the vendor on a canceled check must match the name of the vendor on the corresponding invoice; and
    - c) a copy of signed time sheets and payroll documentation for salary costs, if applicable.

- ii. The total amount of funds disbursed by the City to the Agency shall not exceed \$\_\_\_\_\_. Such funds shall be expended as outlined in this Agreement, the Plan, and the Budget.
  - iii. Reimbursement requests shall be made by the Agency during the first fifteen (15) days of any given calendar month in which the request is made. All requests for payment made after the fifteenth day of the month will be held for processing until the next month.
  - iv. Funds may be withheld at any time during the Term if the Agency is not in compliance with the terms and conditions of this Agreement or if the Agency is in violation of any applicable Laws (as hereinafter defined). If funds are withheld the Agency may be ineligible to apply for funds in subsequent years.
  - v. The Agency shall be reimbursed only for those expenditures made during the Term.
- (c) The Agency agrees (i) not to expend funds received under this Agreement for items which are not set forth in Exhibit A and (ii) not to expend funds in a total amount which exceeds the corresponding dollar value for any items in the Budget, unless the Agency obtains the prior written approval of the Mayor.
- (d) No requests for payment under this Agreement shall be accepted after October 4, 2024.
9. **Non-Expendable Property:** For purposes of this Agreement, "non-expendable property" shall mean all property which will not be consumed or lose its identity, costs \$1,000 or more per unit, is purchased partly or wholly with City funds, and has a life expectancy in excess of one year. Non-expendable property will not be funded pursuant to this Agreement.
10. **Compliance with Laws:** The Agency shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws.
11. **Reservation of Rights:** In order to determine Agency's compliance with this Agreement, the City may at any reasonable time enter and inspect any premises used by the Agency under any part of the Plan funded under this Agreement. Such inspection may include, but shall not be limited to, review or analysis of the financial or service records of the Agency.
12. **Termination of Contract:**
- (a) Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, conditions or stipulations of this Agreement, the City will thereupon have the right to immediately terminate this Agreement by giving notice to the Agency of such termination. Further, if the Agency uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Agency shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement. Notwithstanding the foregoing, the Agency shall not be relieved of liability to the

City for damages sustained by the City by virtue of any breach of this Agreement by the Agency. In addition to the City's other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Agency equal to the amount of damages incurred by the City as a result of the Agency's breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Agency equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Agency is determined.

- (b) Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to the Agency.
- (c) Limitation of Liability. The City's liability and obligations to the Agency or any person alleging a claim pursuant to this Agreement or pursuant to the operation of a program provided by the herein described funds shall be limited solely to the amount and terms and conditions of this Agreement. Nothing herein shall be construed as imposing any liabilities or obligations on the City as to the Agency or any third parties.
- (d) Notice of Termination. Notice of termination will be deemed given and delivered as set forth in Paragraph 16.
- (e) Future Funding Eligibility. If this Agreement is terminated by the City for any reason, the City may declare that the Agency is not eligible to receive funds in subsequent years.

**13. Indemnification:**

- (a) The Agency shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
  - i. The performance of this Agreement (including changes and amendments hereto) by the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers; or
  - ii. The failure of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or
  - iii. Any negligent act or omission of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Agency, its employees, agents, representatives, contractors, subcontractors or

volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

- iv. Any reckless or intentional wrongful act or omission of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers.
- (b) The provisions of this paragraph 13 are independent of, and will not be limited by, any insurance required to be obtained by the Agency pursuant to this Agreement or otherwise obtained by the Agency, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

**14. Insurance:**

- (a) The Agency shall maintain insurance coverage in the form and amount deemed adequate by the City for all risks inherent in the functions and aspects of its operation, including but not limited to risks of fire and casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.
- (b) The City hereby reserves the right to require the Agency to have the Indemnified Parties named as additional insured under all policies required to be obtained by Agency pursuant to this Agreement (except workers' compensation insurance). This right may be exercised at any time and may be exercised in the absolute discretion of the City, with or without stated reasons, by providing written notice to the Agency. The Agency shall have ten (10) days in which to comply. All required insurance policies shall provide that the City shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change in any policy. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A - in the then current edition of Best's Insurance Guide.
- (c) Prior to the City's distribution of any funds pursuant to this Agreement, the Agency shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, the Agency shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.

**15. Records, Reports and Inspection:**

- (a) The Agency shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. The Agency shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, the Agency shall retain all such books, records and information for a minimum of five (5) years after the end of the Term. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible. The Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request.

(c) The Agency shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

**CITY OF ST. PETERSBURG:**

Helen Rhymes  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, Florida 33731-2842

**AGENCY:**

17. **Nondiscrimination:** The Agency, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable law.

18. **Additional Funding Sources:** The Agency agrees to make all reasonable efforts to obtain funding from additional sources wherever it may qualify.

19. **Funding Credit:** The Agency agrees to identify the City of St. Petersburg as a funding agency in all printed, informational and promotional materials.

20. **Assignment:** The Agency shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 20 shall be void and shall confer no rights upon the assignee.

21. **Governing Law and Venue:** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of

Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

22. **Due Authority:** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate action has been taken so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
23. **Headings:** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
24. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
25. **No Third Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
26. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.
27. **Waiver:** No provision of this Agreement will be deemed waived by the City unless expressly waived in writing by the City. No waiver shall be implied by delay or any other act or omission of the City. No waiver by the City of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Agency shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
28. **Severability:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
29. **City Consent and Action:**
  - (a) For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval

of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

- (b) For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

28. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

29. **Agency Community Involvement:** By accepting this grant, the Agency is making a commitment to enhancing the delivery of community services to citizens of St. Petersburg and therefore agrees to communicate and collaborate with other providers, to participate in community meetings and activities, and to join associations whose objectives are commensurate with this commitment.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the City and the Agency have executed this Agreement as of the date first above written.

**ATTEST:**

\_\_\_\_\_  
Chandrasasa Srinivasa, City Clerk  
(Seal)

**CITY OF ST. PETERSBURG, FLORIDA**

By: \_\_\_\_\_  
Amy Foster  
Housing and Neighborhood  
Services Administrator

**WITNESSES (Agency):**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**AGENCY:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (designee)  
\_\_\_\_\_ **FY 2024 Form Agreement**



**Exhibit A  
Program Plan and Program Budget**

of

**Agency:** \_\_\_\_\_

For Utilization of Grant Funds

Allocated by the City of St. Petersburg

According to City Council action, funding is approved as follows (subject to the terms and conditions of the Agreement):

**Total Funds Allocated:**  
(Not to exceed amount)

**Program Period:** October 1, 2023 through September 30, 2024

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Program(s)	Amount	Purpose
------------	--------	---------

Please Note: **Financial and Program Report Deadlines**

Quarter I = October 1, 2023 thru December 31, 2023	Report due 1/15/2024
Quarter II = January 1, 2024 thru March 31, 2024	Report due 4/15/2024
Quarter III = April 1, 2024 thru June 30, 2024	Report due 7/15/2024
Quarter IV = July 1, 2024 thru September 30, 2024	<b><u>Report due by October 4, 2024</u></b>

Agency Name:

Program  
Name:

City of St. Petersburg  
Exhibit B  
FY 2024 Program Outcome Objectives Matrix

Stated Program Goals for 2024: \_\_\_\_\_

<b>Measurable Objectives</b> These are the objectives you identified in your 2024 application for Social Action Funding.	<b>Evaluation Method</b> Identify the tracking system used to measure these objectives.	<b>Monthly/Quarterly Activity</b>	<b>Year to date Activity</b>	<b>Outcome</b> Did you meet/are you on track to meet your objectives by September 30, 2024? If not, please explain why and the corrective measures you have taken to achieve these objectives.

## **Exhibit C**

### **Pinellas Homeless Management Information System**

#### **Pinellas Homeless Management Information System (PHMIS)**

This organization agrees to be a participating organization in the Pinellas Homeless Management Information System (PHMIS) and remain in active compliance. PHMIS is administered by the Homeless Leadership Alliance of Pinellas, Inc. PHMIS is a shared client management information system for agencies that provide services in Pinellas County to our homeless citizens. PHMIS measures system-wide effectiveness of the organizations that serve our homeless and at-risk of homelessness populations. This organization's active participation and ongoing compliance with the data entry requirements in PHMIS is required under this contract.

#### **Active Participation**

This organization will be considered an active participating member agency of PHMIS upon completion of the following steps:

- Initial Discovery Site Visit by PHMIS Staff
- PHMIS MOU & HIPAA Agreement Signed and on file at the Homeless Leadership Alliance of Pinellas, Inc.
- Agency Administrator/Point of Contact Designation Form is on file at Homeless Leadership Alliance of Pinellas, Inc.
- All necessary staff has completed at least PHMIS Level 1 Training & Homework.
- Data is being consistently entered into the PHMIS system in real-time.

This organization agrees to remain a participating and compliant organization with the Pinellas Homeless Management Information System (PHMIS). PHMIS staff will work with this organization to ensure active participation and compliance. Failure to participate, or remain in compliance, will result in termination of funding and may adversely impact the scoring of future funding applications.

#### **Compliance**

Compliance is measured after this organization has begun entering data into PHMIS. In addition to data entry requirements, this organization must comply with all PHMIS Policies and Procedures. Compliance will be reported to the homeless system of care monthly and annually through data quality report cards and status reports. These reports will come directly from the PHMIS staff from data entered into the PHMIS system by the PHMIS Member Agency.

As long as the PHMIS Member Agency is entering data and meeting all PHMIS Policies and Procedures, they will be considered in compliance in Good Standing.

#### **Reporting**

Organizations will submit one of the following PHMIS reports outlined below:

- Non-housing organizations: PHMIS Client Served Monthly Report

- Housing organizations: PHMIS Program Census Report in the advanced reporting section and COC APR Report in the basic reporting section.

For more information, please contact the PHMIS staff over the phone at 727-582-7175.

### **Confidentiality, Privacy and Security**

This organization will ensure that all clients have current Client Consent form and/or Client Release of Information form on file or have one signed prior to entering client information into PHMIS. In no event shall a client's refusal to sign a Client Consent form or Client Release form preclude a client from receiving services, or be construed to preclude a client from receiving services provided by the Agency. If a client refuses to sign the Client Consent, please encourage them to sign the Client Release of Information Form. If the client will not sign either form, please note on the Client Consent form that the client refuses to sign the forms and then contact the PHMIS staff at 727-582-7175.

This organization shall not use or disclose any information which specifically identifies a recipient of services under this Agreement and shall adopt appropriate procedures for employees' handling of confidential information pursuant to applicable PHMIS Policies and Procedures as well as federal, state or local law and related regulations. The disclosure of client personal identifiable information (PII) violates the client's privacy and is a violation of the PHMIS Policies and Procedures. PHMIS data should never be shared without the written permission of the client. Violators may be subject to termination from the PHMIS system as well as reported to law enforcement to be prosecuted formally.

In the event of improper disclosure of client information, whether from PHMIS or any other data source, this organization will inform the contract manager and the PHMIS staff about the disclosure within 24 hours of becoming aware of the disclosure. This organization will take all necessary steps to correct and remedy any damage caused by the improper disclosure and will actively work to prevent future occurrences. If the disclosure involved PHMIS, this organization will inform the PHMIS staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization may be placed on corrective action and required to follow the processes outlined in the PHMIS Policies and Procedures. This organization will comply with PHMIS staff recommendations to prevent future improper disclosures.

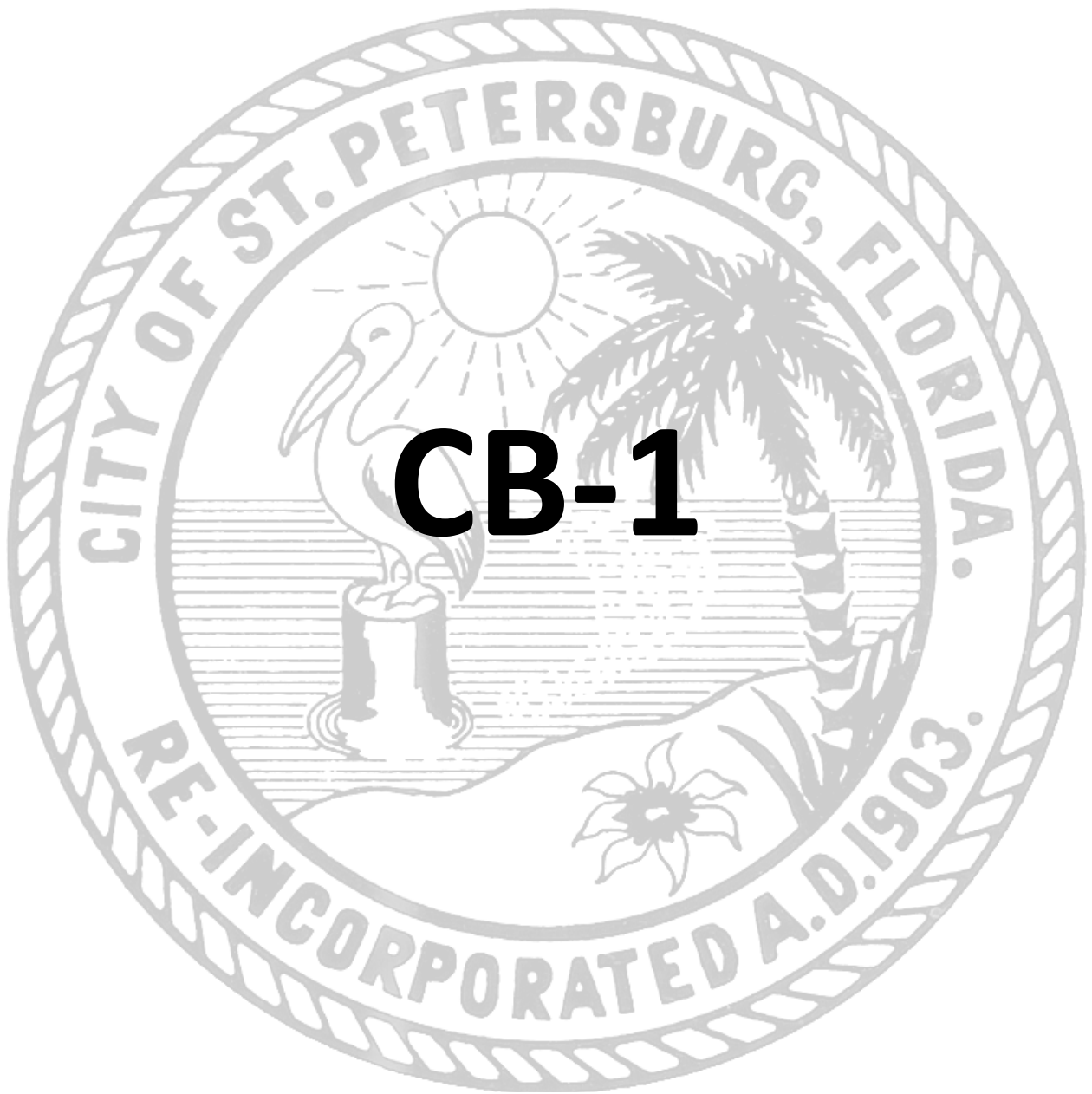
**EXHIBIT D**  
**Alternate Data Reporting**

Agencies not permitted to enter data into the Pinellas Homeless Management Information System (PHMIS) shall provide a monthly or quarterly clients served report containing the following information:

- # of adults served
- Sex of each adult client (male, female, transgender, unknown)
- # of children served
- Sex of each child served (male, female, transgender, unknown)
- # of families served
- New or repeat client

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to accept a Childcare Food Program Grant In the amount of \$289,062 from the Florida Department Of Health, Bureau Of Childcare Food Programs for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

Please scroll down to view the backup material.



**CB-1**

**ST. PETERSBURG CITY COUNCIL**

**CONSENT AGENDA**

**Meeting of September 14, 2023**

TO: City Council Chair & Members of City Council

**SUBJECT:**

A resolution authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of \$289,062 from the Florida Department of Health, Bureau of Childcare Food Programs for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

**EXPLANATION:**

The State of Florida Department of Health, Bureau of Childcare Food Programs ("Department") has again awarded the City of St. Petersburg a Childcare Food Program grant in the amount of \$289,062 to provide funding for snacks for children attending after-school programs at City recreation centers. The program provides for a nutritious snack to be given to any child registered in a recreation facility throughout the school year. The grant will reimburse the City for snacks for children at 11 sites in St. Petersburg.

In the past, the grant agreement for the after-school snacks was for a term of one year. This is the twelfth one-year grant made by the Department pursuant to a "permanent contract" between the Department and the City executed in 2011. This permanent contract has no expiration, but is terminable at will by the Department or the City.

**RECOMMENDATION:**

The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of \$289,062 from the Florida Department of Health, Bureau of Childcare Food Programs for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:**

Funding will be available in the General Fund (0001), Parks and Recreation Department, Parks and Recreation Administration Division (190-1573) after the adoption of the Fiscal Year 2024 Operating Budget by City Council Adoption. Revenues of approximately \$289,062 will be received from the Florida Department of Health, Bureau of Childcare Food Programs, State of Florida. Subsequent awards will be appropriated as received.

ATTACHMENTS: Resolution

APPROVALS: Administration:  Budget: Lance Stanford



RESOLUTION No. 2023 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A CHILDCARE FOOD PROGRAM GRANT IN THE AMOUNT OF \$289,062 FROM THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF CHILDCARE FOOD PROGRAMS FOR AFTER-SCHOOL PROGRAMS AT CITY RECREATION CENTERS AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg's children are an important and valuable resource; and

WHEREAS, the City of St. Petersburg Parks and Recreation Department applied for and received a grant award in the amount of \$289,062, from the Florida Department of Health ("Department"), to provide funding for snacks for middle and elementary school-aged children at City recreation centers; and

WHEREAS, the Department executed a permanent contract with the City of St. Petersburg in 2011 to provide a Childcare Food Program that will continue in effect from year to year until terminated by the Department or the City of St. Petersburg; and

WHEREAS, the grant funds from this award have been appropriated for the Parks and Recreation Department budget for FY24, and any subsequent awards will be appropriated as received.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a Childcare Food Program grant in the amount of \$289,062 from the Florida Department of Health, Bureau of Childcare Food Programs, for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

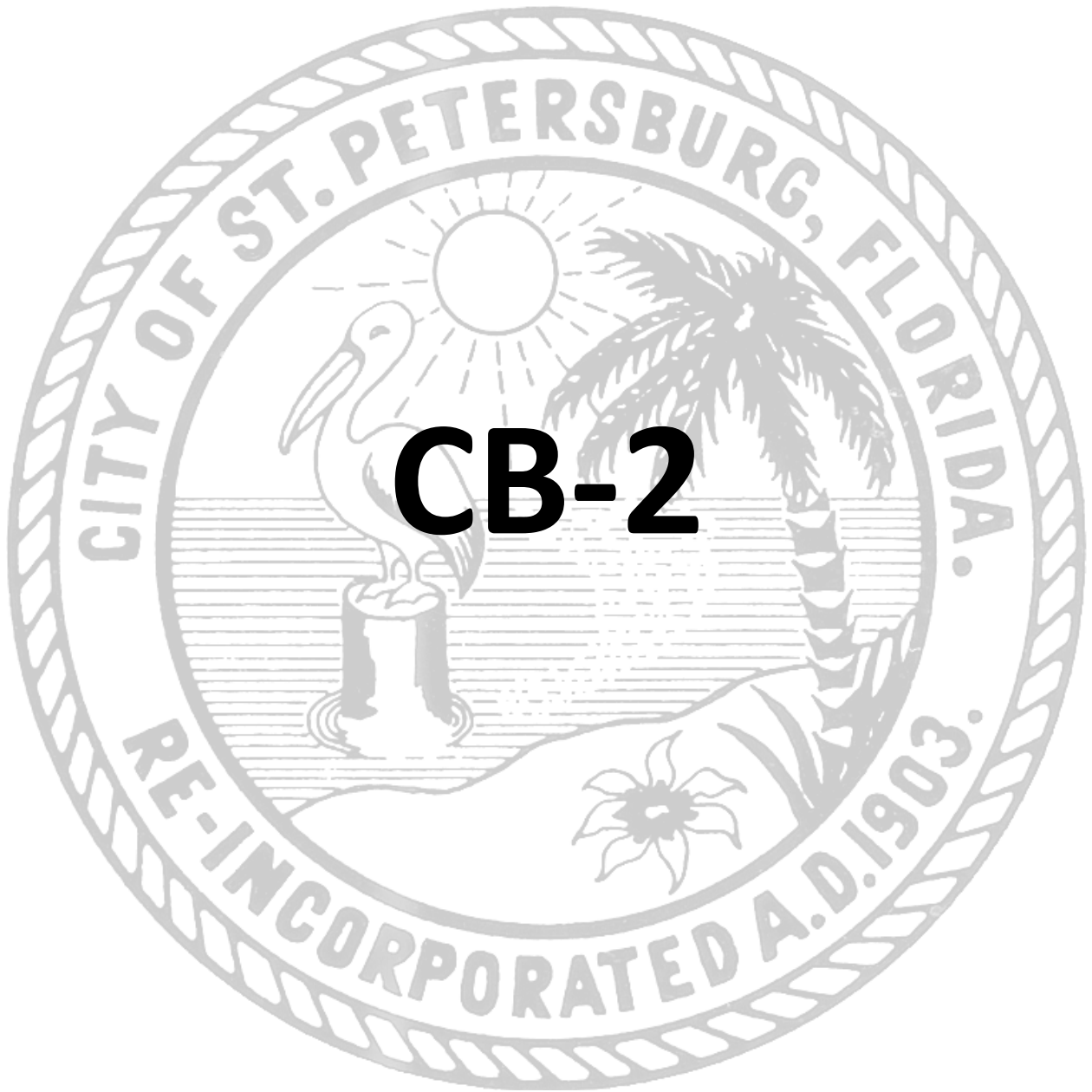
LEGAL:

DEPARTMENT:

  
\_\_\_\_\_  
00697624

\_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: A Resolution approving funding in an amount not to exceed \$100,000 for the Neighborly Care Network to operate the Meals On Wheels Program for the period commencing October 1, 2023 and ending September 30, 2024; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date. Please scroll down to view the backup material.



**CB-2**

**St. Petersburg City Council**  
**Meeting of September 14, 2023**

**TO: The Honorable Brandi Gabbard, Chair, and Members of City Council**

**SUBJECT:** A Resolution approving funding in an amount not to exceed \$100,000 for the Neighborly Care Network to operate the Meals on Wheels program for the period commencing October 1, 2023 and ending September 30, 2024; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

**EXPLANATION:** The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. The Neighborly Care Network is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of \$100,000 for the Meals on Wheels Program for the period of October 1, 2023, through September 30, 2024. The Meals on Wheels Program provides home delivered meals to more than 3,500 at-risk seniors throughout Pinellas County.

The need for home delivered meals by infirm seniors exceeds the Meals on Wheels Program resources, and the City has provided funding since 2017 to the Neighborly Care Network, in an attempt to reduce the number of residents who are on the wait list. The \$100,000 in funding from the City will be utilized to provide frozen, hot, or hurricane meals to the people on the wait list who reside within the jurisdiction of St. Petersburg. The cost per meal is \$8.00, which has tripled since the City first provided the funding in 2017. The Neighborly Care Network volunteers or staff will deliver 5 frozen meals once a week to these "high nutrition risk" seniors. The City funding will provide frozen meals to 130 unduplicated seniors during the term of this agreement.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the General Fund (0001), Housing and Neighborhood Services Department, Veterans, Social and Homeless Services Division (080.2327).

**ATTACHMENTS:** Resolution

**APPROVALS:**

\_\_\_\_\_  
*McFoster*  
**Administrative**

\_\_\_\_\_  
*Lance Stanford*  
**Budget**

Resolution No. \_\_\_\_\_

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE NEIGHBORLY CARE NETWORK TO OPERATE THE MEALS ON WHEELS PROGRAM FOR THE PERIOD COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Neighborly Care Network is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the Neighborly Care Network operates the Meals on Wheels Program that provides home delivered meals to over 3,500 at-risk seniors in our community; and

WHEREAS, the City recognizes the Neighborly Care Network is providing an essential service within the community and has demonstrated the need for financial assistance; and

WHEREAS, funding in the amount of \$100,000 for the Meals on Wheels Program is available in the Fiscal Year 2024, Community and Neighborhood Affairs Administration Department, Veterans, Social and Homeless Services Division budget.

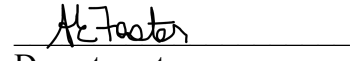
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed \$100,000 for the Neighborly Care Network to operate the Meals on Wheels Program for the period commencing October 1, 2023, and ending September 30, 2024 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form grant agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

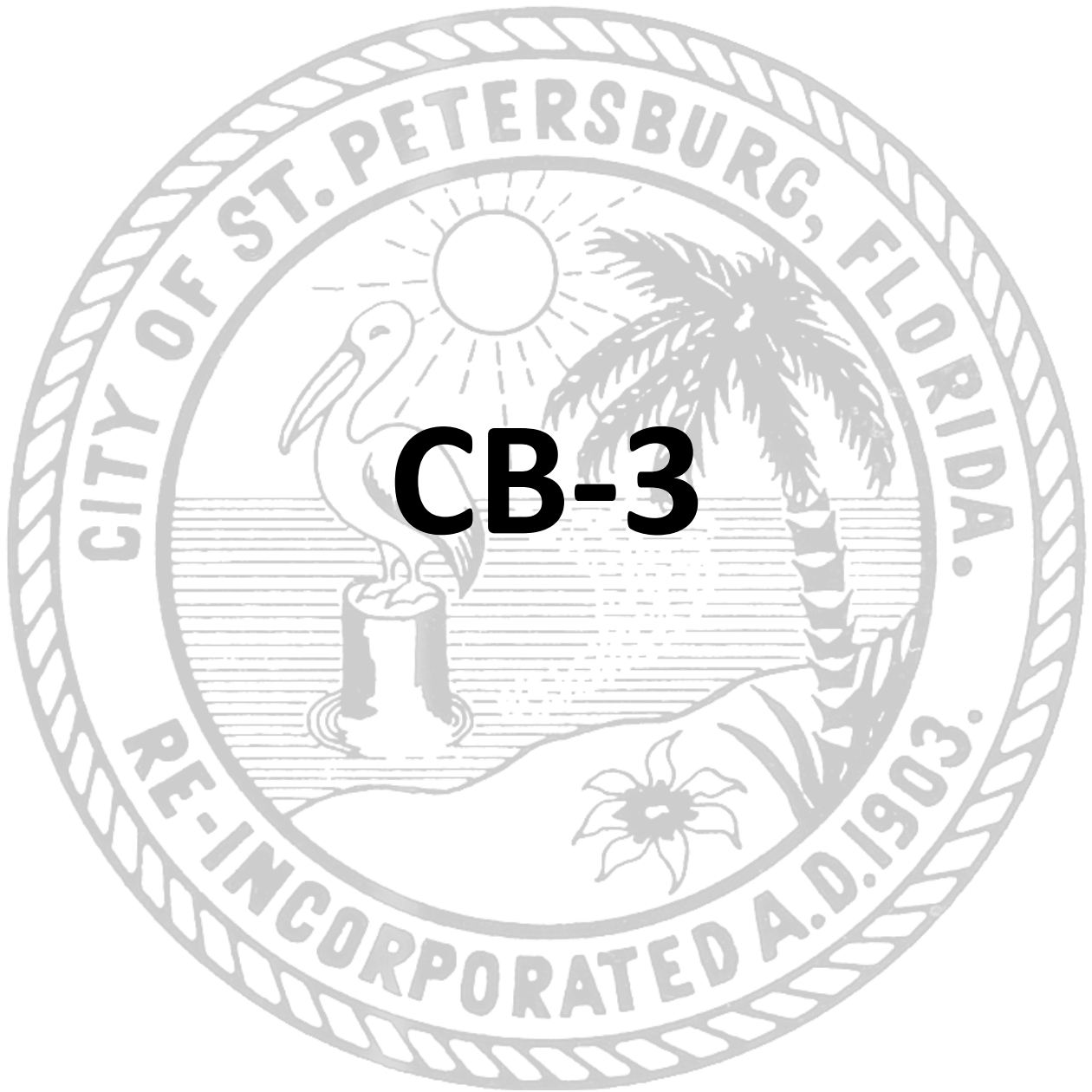
APPROVED:

  
Legal Department

  
Department

The following page(s) contain the backup material for Agenda Item: A Resolution approving the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); authorizing the City Attorney's Office to make non-substantive changes to the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); authorizing the Mayor or his designee to execute the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); and providing for an effective date.

Please scroll down to view the backup material.



**CB-3**



ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of September 14, 2023

TO: The Honorable Brandi Gabbard, Chair, and Members of City Council

SUBJECT: A resolution approving the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); authorizing the City Attorney's Office to make non-substantive changes to the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); authorizing the Mayor or his designee to execute the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); and providing for an effective date.

EXPLANATION: The City has provided fire protection and suppression services for the Gandy Fire Control District ("Gandy") by contract with Pinellas County since 1999. In 2013, through a procurement process by Pinellas County, the City began providing fire protection and suppression services for the Highpoint Fire Control District (East) ("East Highpoint").

The current agreement with extension for East Highpoint ends September 30, 2023. The most recent agreement for Gandy was entered in 2019 for a five (5) year term ending on September 30, 2024. For efficiency, the County has proposed combining both into a new single agreement. The new agreement is for five (5) years and allows for a five (5) year extension.

RECOMMENDATION: Administration recommends the approval of the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); authorizing the City Attorney's Office to make non-substantive changes to the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); authorizing the Mayor or his designee to execute the authorizing the Mayor or his designee to execute the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the General Fund (0001) in equal monthly installments.

ATTACHMENTS: 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East)  
Resolution

APPROVALS:

Administration: James D Large

Digitally signed by James D Large  
DN: DC=org, DC=pinellas, OU=StPetersburg, OU=Fire, OU=Users, OU=Administration, CN=James D Large, E=James.Large@stpete.org  
Location  
Date: 2023.08.31 11:35:45-0400  
Foxit PDF Reader Version: 12.1.2

Budget: Stacey McKee

Digitally signed by Stacey McKee  
Date: 2023.08.31 14:13:09 -0400

00696590

Resolution No. 2023 - \_\_\_\_\_

A RESOLUTION APPROVING THE 2023 FIRE PROTECTION SERVICES AGREEMENT FOR THE GANDY FIRE CONTROL DISTRICT AND HIGHPOINT FIRE CONTROL DISTRICT (EAST); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE 2023 FIRE PROTECTION SERVICES AGREEMENT FOR THE GANDY FIRE CONTROL DISTRICT AND HIGHPOINT FIRE CONTROL DISTRICT (EAST); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE 2023 FIRE PROTECTION SERVICES AGREEMENT FOR THE GANDY FIRE CONTROL DISTRICT AND HIGHPOINT FIRE CONTROL DISTRICT (EAST); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") has provided fire protection and suppression services for the Gandy Fire Control District ("Gandy") by contract with Pinellas County since 1999; and

WHEREAS, in 2013, through a procurement process by Pinellas County, the City began providing fire protection and suppression services for the Highpoint Fire Control District (East) ("East Highpoint"); and

WHEREAS, the current agreement with extension for East Highpoint ends September 30, 2023, and the most recent agreement for Gandy was entered in 2019 for a five (5) year term ending on September 30, 2024; and

WHEREAS, for efficiency, Pinellas County proposed combining both into a new single agreement; and

WHEREAS, the City and Pinellas County have negotiated a new 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East) that will expire on September 30, 2028, and allows for a five (5) year extension; and

WHEREAS, the Administration recommends approval of the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East) between the City and Pinellas County is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the 2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East) between the City and Pinellas County.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the

2023 Fire Protection Services Agreement for the Gandy Fire Control District and Highpoint Fire Control District (East) between the City and Pinellas County.

This resolution shall become effective immediately upon its adoption.

Approvals:

Approved as to Form and Substance:

Jane E. Wallace Digitally signed by Jane E. Wallace  
Date: 2023.08.31 14:17:15 -04'00'

City Attorney (designee)

*Citylaw 00696511*

Administration: James D Large Digitally signed by James D Large  
DN: DC=org, DC=pinellas, OU=Fire, OU=Users, OU=Administration, CN=James D Large, E=James.Large@pinellas.org  
Reason: I am the author of this document  
Date: 2023.08.24 11:37:09 -04'00'  
PDF PDF Reader Version: 12.1.2

**2023**

**FIRE PROTECTION SERVICES AGREEMENT**

**Gandy Fire Control District and  
Highpoint Fire Control District (East)**

**CITY OF ST. PETERSBURG**

**OCTOBER 1, 2023**

PINELLAS COUNTY  
Board of County Commissioners  
12490 Ulmerton Road  
Largo, FL 33774

## **FIRE PROTECTION SERVICES AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF ST. PETERSBURG, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

### **RECITALS:**

1. The Board is the governing body of the Pinellas County Fire Protection Authority created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout unincorporated County. Chapter 73-600, Laws of Florida, became an ordinance of Pinellas County pursuant to Section 5.02 of the Pinellas County Charter in 1980.
2. The Board has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property, and firefighters' safety and welfare.
3. Pursuant to Chapter 73-600, Laws of Florida; Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter); and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into Fire Districts for the purposes of its regulatory powers and responsibilities, and created Municipal Services Taxing Units ("MSTUs") over the unincorporated portions of such districts for tax assessment purposes, which became operative after the approval by the electors of such districts at a properly held referendum by electors in the unincorporated areas of the County.
4. Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix D).
5. The Board will compensate Contractor for providing Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix D).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the Parties hereto, it is agreed as follows:

**ARTICLE I**  
**THE AGREEMENT**

**SECTION 101. PURPOSE.** The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services in the unincorporated areas of the County.

**SECTION 102. COOPERATION.** The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.

**SECTION 103. CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

**Appendix A.** Gandy Fire Control District Funding Methodology Profile

**Appendix B.** Fire Protection Services Contractors

**Appendix C.** Supplemental Financial Information

**Appendix D.** Fire Control Districts

**Appendix E.** Highpoint Fire Control District (East) - Primary Service Area

**Appendix F.** Highpoint Fire Control District (East) Proportional Share Funding  
Methodology

This Agreement, together with the foregoing Appendices, constitutes the entire Fire Protection Services Agreement between the Parties with respect to the provision of Fire Protection Services, and shall supersede any prior agreement, contract, or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

**SECTION 104. SCOPE OF SERVICES.** The services performed under this Agreement include, but are not limited to, the following:

- a. Respond with firefighting apparatus and personnel to the scene of a fire, life safety-related emergency, man-made or natural disaster, or public service request.
- b. Take command and control of the emergency scene, contain any fire, and mitigate any hazards at a fire scene.
- c. Investigate any fire within the Fire District to determine the cause and origin.

- d. Inspect all commercial, industrial, and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.
- e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests, fire alarm tests, and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.
- f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial, and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety, and disaster preparedness.
- g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s), which are predetermined to be the closest to the emergency scene by the Run Cards, then in effect shall be dispatched without regard to Fire District or jurisdictional boundaries.
- h. Response times must meet the minimum standards as established in this Agreement.
- i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer.
- j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.
- k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department employees.
- l. The Contractor is responsible to ensure that equipment is maintained for optimal performance.
- m. The Contractor shall require Personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for ensuring the accuracy and completeness of such reports.
- n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Emergency Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

## **ARTICLE II** **DEFINITIONS**

**SECTION 201. WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**"Adopted Budget"** means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

**"Annual External Audit"** means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures, and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the County and be attested to by Contractor's auditor.

**"Authority"** means the Pinellas County Fire Protection Authority, a municipal services taxing unit established by Chapter 73-600, Laws of Florida, as amended.

**"Automatic Aid/Closest Unit Response Agreement"** means the agreement by and between every political subdivision and Fire Control District within Pinellas County dated October 16, 1990.

**"Budget Request"** means the budget request submitted by Contractor, in accordance with Section 409.

**"CAD"** means computer-aided dispatch.

**"Caller"** means a person accessing the response system by telephone.

**"Contract Year"** means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

**"County"** means Pinellas County, Florida, a political subdivision of the State of Florida.

**"Disaster"** means an occurrence of a severity and magnitude that normally or potentially could result in death, injuries, and/or property damage and that cannot be managed through routine procedures and resources of the Fire Protection System.

**"Emergency Request"** means a request for emergency services received directly at the 9-1-1 Center.



**"Emergency Response"** means, for the purposes of measuring response time compliance in Section 402, the act of responding to a request for services in which Contractor determined that emergency lights and sirens will be used.

**"Fire District"** where capitalized means the unincorporated area of the Fire Control District(s) designated by Board pursuant to the Special Act and shown on Appendix D attached hereto and made a part hereof. Where such term is not capitalized, the term shall mean the entirety of the incorporated and unincorporated portions of the Fire Control District.

**"Fire Equipment"** means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the NFPA guidelines.

**"Firefighter"** means an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

**"Firefighting Apparatus"** means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard. Firefighting Apparatus may include, but not be limited to, engines, ladder trucks, or squads, which meet the above requirements.

**"Fire Protection Services"** means the response of Firefighting Apparatus, Units, and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster, or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include Specialized Rescue. Related services include fire and arson investigation, fire inspections and code enforcement, and public education.

**"Fire Protection System"** means the network of organizations, including, but not limited to, the Board, contractors, and other municipalities and special fire districts within Pinellas County, established to provide Fire Protection Services.

**"Fire Prevention Code"** means fire and life safety codes adopted by County and Contractor, in accordance with Chapter 62, Article III, of the Pinellas County Code.

**"Fire Station"** means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services. The proposed locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area coverage by the County and, to be eligible to receive any County funding for such fire station construction, must be approved by the County.

**"First Due Firefighting Apparatus"** means Contractor's Firefighting Apparatus, within Contractor's primary response area, predetermined to be the nearest to the emergency, in accordance with Section 407 hereof.

**"Fiscal Year"** means the year commencing on October 1 of any given year and ending on September 30 of the immediately following year.

**"Force Majeure"** means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

**"NFPA"** is Contractor's currently-adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be amended.

**"Party" or "Parties"** means either the County or Contractor, or both, as the context of the usage of such term may require.

**"Personnel"** means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

**"9-1-1 Center"** means the 9-1-1 Regional Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

**"Response"** means the act of responding to a request for services, which act begins when Contractor's Firefighting Apparatus or Unit(s) is notified of an Emergency Request.

**"Response Time"** means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to an emergency and ending when it arrives on the scene of the incident.

**"Run Cards"** means the 9-1-1 Center's computer-aided dispatch software database that recommends, based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor determined to be the closest by travel time or in the most appropriate order.

**"Special Act"** means Chapter 73-600, Laws of Florida, Chapter 80-590; Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980; and Chapter 62, Article II, of the Pinellas County Code.

**"Special Events"** means non-emergency events, such as sporting events, parades, festivals, and other group or mass gatherings, which may require Fire Protection Services.

**"Specialized Rescue Services"** means additional services provided by some Contractors, which may include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high-angle and below-grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents an actual or potential danger to life or property.

**"Standard Practices"** means the actions and practices of Contractor in providing Fire Protection Services, all applicable rules and regulations, the laws of the State of Florida, applicable federal laws and regulations, including state and federal Occupational Safety Health Acts, and the NFPA guidelines.

**"State"** means the State of Florida.

**"State of Emergency"** means a Disaster declared by a proclamation of the Federal Government, the State, the County, or a municipality within the County.

**"Uncontrollable Circumstance"** means a Force Majeure, a State of Emergency, or during situations in which the County Dispatch System and/or the Fire Protection System is not operating under normal response conditions.

**"Unexpended Funds"** means compensation provided to Contractor in the prior Fiscal Year that was not expended in the provision of Fire Protection Services. This amount is reported in the annual external audit.

**"Unit(s)"** means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA 1901 pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue Services units, and command or staff vehicles.

**SECTION 202. TERMS GENERALLY.** Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and

"consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require.

**ARTICLE III**  
**FIRE STATION LICENSE FOR STATION 14 FOR**  
**HIGHPOINT FIRE CONTROL DISTRICT (EAST)**

**SECTION 301. POSSESSION AND USE OF FIRE STATION 14.** Contractor shall be granted possession of the Premises immediately on October 1, 2023 at 12:00:00 a.m. and shall be entitled to full use of said Premises. Contractor covenants that the Fire Station with the Highpoint Fire Control District (East) Primary Service Area ("Premises") during the Term and any Renewal Term shall be used and occupied for a fire station and for no other purpose or purposes, without the written consent of the County, and the Contractor shall cause the Premises to be operated for such use during the entire Term and any Renewal Term, unless prevented from doing so by causes beyond Contractor's control or the Contractor's duty to provide fire services for the Primary Service Area(s) terminates pursuant to the terms of this Agreement. This license is made on the express condition that the Premises shall be used only in conformance with all applicable laws and ordinances. Contractor shall not make or permit any offensive or unlawful use of said Premises. All rights of Contractor hereunder may be terminated by the County in the event that any other use be made thereof.

**SECTION 302. IMPROVEMENTS:**

(a) All land and all permanent buildings and improvements constructed on the Premises are the property of the County.

(b) All furnishings, inventory, machinery, and equipment ("Personal Property") utilized, stored, constructed or installed on the Premises by Contractor with Contractor funds not provided by the County or Authority shall be owned by the Contractor. All such Personal Property installed by the Contractor located on the Premises may be removed by Contractor, provided that said removal is accomplished prior to the expiration of the Term or any Renewal Term. Contractor, at its own expense, shall repair any damage which may be caused by such removal. Contractor's right to remove said Personal Property shall not be construed to include removal of support equipment or fixtures, such as air conditioning, base electrical service, or plumbing, which were provided by the County.

**SECTION 303. UTILITIES.** Contractor shall be responsible for all utilities including water, sewer, trash collection, electric, gas and telecommunication service supplied to the Premises, whether determined by meter or otherwise. County shall not be liable in any manner for damages or claim by Contractor, resulting from any interruption in utility services.

**SECTION 304. MAINTENANCE AND SERVICES.**

(a) **Maintenance and Services.** The Contractor shall be responsible for all maintenance and services to the Premises. The Contractor shall maintain the Premises, including lawn mowing and landscaping, building interiors and exteriors and common areas in good repair and in a clean, neat, orderly, and sanitary condition. Said maintenance shall include, but not be limited to plumbing, heating and air conditioning units and conduits, electrical and telephone wiring and installations, walls, floors, and windows and roof.

(b) **Station Equipment and Furnishings.**

Station equipment and furnishings purchased with Highpoint Fire Control District funds will remain with each station.

(c) **Building Repairs and/or Replacement.**

The County will reimburse the Contractor for approved building repairs and/or replacement (for those items determined by the County to have reached the end of their useful life) including, but not limited to the following:

- Roof
- HVAC system,
- Electrical panels and electrical generator
- Fire Station radio/encoder
- Apparatus bay doors and garage door openers
- Refrigerator, stove, microwave oven, hood system and ice machine
- Furniture to include beds, tables, chairs, desks, television/television stand
- Bathroom fixtures to include toilets, sinks and showers

To ensure uninterrupted emergency operations the Contractor will handle the procurement of equipment and/or services after pre-approval of quote(s) by County staff. A Contractor request for pre-approval shall be deemed approved if County staff does not disapprove within one (1)

week of Contractor's request for pre-approval. If Contractor request is for an unexpected repair and/or replacement where time is of the essence, including but not limited to major plumbing leak, generator, electrical or HVAC failure, Contractor and County staff will use their best efforts to coordinate a timely response, and Contractor request shall be deemed approved if County staff does not disapprove within twenty-four (24) hours. The Contractor will coordinate with vendors, oversee any projects, and pay the vendor. Contractor will seek reimbursement from the County by providing copies of purchase orders, invoices, and proof of payment.

**SECTION 305. DESTRUCTION OF PREMISES.** If the Premises shall, without fault of Contractor, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially uninhabitable, County shall immediately secure the site and then may within one hundred twenty (120) days after such destruction or damage have the option to rebuild or to provide a successor facility. In such event, this License shall remain in force and County shall rebuild or repair the Premises, or provide a successor facility within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage or providing a functionally equal successor facility. If County elects not to restore or rebuild or provide successor facility, this Agreement shall terminate at the end of such one hundred twenty (120) days.

**SECTION 306. ASSIGNMENT AND SUBLETTING.** The Contractor shall not assign or in any manner transfer this License or any estate or interest therein without the previous written consent of the County, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of County. Consent by the County to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of County's rights under this section.

**SECTION 307. ALTERATIONS, MECHANIC'S LIENS.**

(a) Contractor has no property interest in the real property and will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water; heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent of County. Contractor shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the licensed Premises undertaken by Contractor. All such additions,

improvements and fixtures, except Personal Property, shall become the property of County and remain upon the Premises and be surrendered at the end of the term of this Agreement.

(b) Any mechanic's lien against the Premises, Contractor's license thereon, or the land and building arising out of work performed by or for Contractor are hereby expressly prohibited and in the event of the filing of any Claim of Lien, Contractor shall promptly satisfy same or transfer it to a bond; and Contractor shall in any event protect County's interest in the underlying real estate from any such claims.

**SECTION 308. COVENANT AGAINST LIENS.** Contractor shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of County in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Contractor with respect to the Premises or any part thereof, are hereby charged with notice that they must look to Contractor to secure payment of any bill for work done or material furnished or for any other purpose during the term or any renewal term of this agreement.

**SECTION 309. SIGNS.** Any signs, including awnings, to be used in connection with the Premises are at Contractor's expense and must have County's written approval before installation. County's approval may not be unreasonably withheld.

**SECTION 310. OBSERVANCE OF LAWS.** Contractor shall observe, comply with and execute promptly at its expense during the term or any renewal term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers, due to this use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

**SECTION 311. ACCESS TO PREMISES.** The County shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises or to any property owned or controlled by the County therein. Such inspections or tests shall not unduly interfere with Contractor's business, except as is naturally necessitated by the nature of the inspections or tests being effectuated. County reserves the right to use a portion of

the Premises as is reasonably required for right-of-way, utilities or other public purposes so long as said use does not unreasonably interfere with the Contractor's use of the Premises.

**SECTION 312. SURRENDER AT END OF TERM.** Upon the expiration of the Term or Renewal Term or sooner termination of this Agreement, or upon the County providing successor facilities, Contractor shall surrender and yield possession of all permanent buildings and improvements constructed on the Premises to the County, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Contractor is not required to restore or remedy under other terms and conditions of this Agreement. The removal of Personal Property shall be in accordance with Section 302. B. of this Agreement. In the alternative, if the County so desires, at County's sole discretion, Contractor shall remove all improvements constructed by the Contractor on the Premises at Contractor's sole cost and expense returning the Premises to a condition reasonably similar to its condition at the execution of this Agreement. The County may provide successor facilities for all, or portions of the fire stations within the Primary Service Area during the term or renewal term of this Agreement. Upon such successor facility being made available, upon the written direction of the County, Contractor shall vacate the existing Premises and assume the responsibility of relocating the Fire District's equipment and furnishings within thirty (30) days, or such longer period authorized by the County in writing. In such event, the successor facilities shall also be deemed the Premises from that point forward.

#### **ARTICLE IV** **DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

##### **SECTION 401. FIREFIGHTING APPARATUS AND EQUIPMENT.**

(a) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Apparatus and Units in safe and proper working order.



(c) **Staffing of Vehicles.** Firefighting Apparatus, utilized for fire suppression, shall be continuously staffed with a minimum of three (3) Firefighters.

(d) **Fire Equipment.** Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement. Contractor shall support efforts toward equipment compatibility and general standardization.

(e) **Communications Equipment.** Contractor shall furnish and maintain all communications equipment, including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) **Command Officers.** In addition to the Personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the Fire District.

(g) **Standard of Cover.** Provide for each type of response the same or greater level of service in the unincorporated area as Contractor provides for residents and properties of the incorporated portion of the Fire District.

#### **SECTION 402. RESPONSE TIME.**

(a) **Emergency Requests.**

Response Time to not less than ninety percent (90%) of all Emergency Responses which are (1) categorized as a structure fire or a fire alarm; (2) within Contractor's Fire District; and (3) for which Contractor's Firefighting Apparatus is predetermined, in accordance with Section 407, to be the First Due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

(b) **Exemptions.**

(1) The Response Time requirements in subsection (a) shall not be applicable to Emergency Responses which occur during periods of Uncontrollable Circumstances, provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph two (2) and three (3) below.

(2) Remote areas such as offshore, Caladesi Island, Courtney Campbell Causeway, Fort Desoto Park, Gandy Bridge, Howard Frankland Bridge and the Sunshine Skyway Bridge or any other area where County finds the Response Time standards should be waived based upon the response distance and/or low volume of calls. Contractors may request that other areas

be excluded from the Response Time standards for good cause. Any such waiver may be granted by County.

- (3) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the County within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.
- (4) Downgraded calls which occur, based on additional information such as from 9-1-1 Center or first Unit arrival, will be excluded from determining Response Time performance.
- (5) The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

**SECTION 403. CONTINUING EDUCATION AND TRAINING.** Subject to annual budget availability, Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by federal, state, or local regulation. County and Contractor shall work collaboratively with other Contractors, St. Petersburg College and other stakeholders to assess the needs for regionalized fire training facilities to maximize operational and financial efficiency. County and Contractor shall seek funding sources and partnerships to develop and maintain regional fire training facilities.

**SECTION 404. STANDARD PRACTICES.**

(a) **Standard Practices.** Contractor shall ensure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) **Ride-Alongs.** Contractor may allow the County or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The County, or its representatives, shall provide proof of employment, proof of

workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) **Special Events.** In the event Contractor is called to provide Fire Protection Services at a Special Event in its Fire District, Contractor shall be governed by the terms and conditions of this Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

#### **SECTION 405. PERSONNEL.**

(a) **Training and Qualifications.** All individuals employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with Chapter 633, Florida Statutes, as required to perform the work the individuals are to perform, and shall hold appropriate certificates as required by state law.

(b) **Standard of Conduct.** Contractor's Personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from its standard of conduct.

(c) **Working Conditions.** Contractor shall ensure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.

#### **SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID.**

(a) **Disaster Assistance within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the Disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area-wide Disaster, the Contractor may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the Contractor. During such periods, Contractor shall be released from the requirements of Section 402. When Disaster assistance has been terminated, Contractor shall notify the County that Contractor is able to resume normal operations.

(b) **Disaster Assistance Outside of Pinellas County.** If Contractor provides Disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) **Mutual Aid.** Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be performed in accordance with the terms and conditions of this Agreement.

**SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's authorized representatives will periodically, or at the request of the County, update their Run Cards to ensure their accuracy and coordinate any changes with any other affected contractors.

The County, with the consent of Contractor, may update and manage the applicable Run Cards.

**SECTION 408. FIRE REPORTING SYSTEM.** Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel. Design, procurement, operating costs of this information system shall be the responsibility of the County.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to ensure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County. The Contractor and County agree that procedures used to operate the electronic fire reporting system shall not be unduly burdensome.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's Personnel and all dispatch-related data in a mutually-agreeable format.

**SECTION 409. FINANCIAL MANAGEMENT.**

(a) **Annual External Audit.** Contractor shall provide the County with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the County and the actual amount expended by Contractor for Fire Protection Services for the preceding Fiscal Year. Such annual external audit shall determine any

Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C. The Annual External Audit and Supplemental Financial Information shall be submitted to the County within twenty (20) calendar days after its receipt by the Contractor. Funds paid to Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of Contractor's Annual External Audit.

(b) **Budget Request Submission.** Each Year Contractor shall submit to the County Contractor's projected Budget Request for providing Fire Protection Services described herein. Such budget shall be prepared in accordance with budget preparation instructions provided each Fiscal Year by the County and shall set forth the costs of providing the services described herein. The County shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Contractor's budget for the subsequent Fiscal Year must be submitted by the date specified by the County as the Fire District MSTU Millage Rate will be based on the Board's consideration of this budget submission.

(c) **Adopted Budget Submission.** Contractor shall submit to the County Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which may include, but is not limited to, facility construction and maintenance, staff and command vehicles, self-contained breathing apparatus, communications, and other vehicle and equipment replacement plans. Contractor shall provide a brief narrative with the budget submission to identify individual projects and capital equipment line items. The capital expenditure plan shall project forward a minimum of five (5) Fiscal Years in accordance with Appendix A. Any modification of the capital expenditure plan, Appendix A, must be agreed to in writing by the Parties.

(e) **Reserve for Future Years.** Contractor shall request funds to be reserved for future year's major capital improvement projects, which include land purchase, facility construction and renovation, Firefighting Apparatus, and equipment replacement plans. Contractor shall provide a written project justification, designate the amount to be reserved each year, and request funding for capital expenditures projecting forward for a minimum of ten (10) years for Firefighting Apparatus and twenty-five (25) years for fire station construction and land

acquisition costs.

**SECTION 410. FIRE INVESTIGATION.** Contractor shall investigate all fires within its Fire District to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

**SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.**

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with fire inspections.

(b) **Plan Review and Final Fire Inspections.** Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. County shall make building plans available to the Contractor for pickup and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department, and County's Building Department. Any fees charged by the Contractor for plan reviews, and final fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with plan reviews and final fire inspections.

(c) **Code Enforcement Standards.** Contractor shall interpret and enforce the Florida Fire Prevention Code in the Fire District, consistent with the interpretations of any prevailing regulatory authority. Contractor shall interpret and enforce only the Florida Fire Prevention Code and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

(d) **Complaint Resolution.** Any complaints received by Board or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation.

Contractor will forward to the County a detailed report concerning the incident and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

(e) **Property Identification.** Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the Contractor's Fire District(s) which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

**SECTION 412. SPECIALIZED RESCUE SERVICES.** Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life, or property.

**SECTION 413. PUBLIC EDUCATION.** Contractor is encouraged to make available to the local community, fire prevention and disaster preparedness education (i.e., 9-1-1 usage, burn injury prevention, smoke alarm usage, fire escape planning, and hurricane preparedness). The programs may be developed by the Contractor or in coordination with the Fire Protection System or the County.

**SECTION 414. SHARED RECOGNITION.** Contractor and the County shall promote, protect, and enhance the reputation of the County, Contractor, and the Fire Protection System throughout the term of this Agreement. Any news releases, statements, or public information given by Contractor's or County's personnel to the public or the media shall be consistent with the design and operation of the Fire Protection System and include shared positive recognition of all service providers and system components, as applicable.

**SECTION 415. REQUESTS FOR EMERGENCY ASSISTANCE.** When Contractor receives a request for emergency assistance from a source other than the 9-1-1 Center, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor shall immediately advise the 9-1-1 Center of the information received and any response initiated.

**SECTION 416. EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER SERVICES.**

Contractor shall also provide Emergency Medical Services ALS First Responder services in the Fire District. These services will be provided in accordance with Chapter 80-585, Laws of Florida and Chapter 54 of the Pinellas County Code as amended from time to time. Such services shall be under the auspices of the Pinellas County Board of County Commissioners sitting as the Pinellas County Emergency Medical Services Authority ("EMS Authority") and shall be conducted in the same manner as required by the Emergency Medical Services ALS First Responder Agreement then in force between Contractor and EMS Authority. During the term and any extension of this Agreement, for services within the Fire District, Contractor will be compensated for such Emergency Medical Services ALS First Responder Services as a separate additional lump sum line item in such Emergency Medical Services ALS First Responder Agreement. The Emergency Medical Services ALS First Responder Agreement then in force between the Contractor and the EMS Authority shall control over all other agreements in force between Contractor and the EMS Authority with respect to all matters related to the provision of Emergency Medical Services ALS First Responder services.

**ARTICLE V**

**DUTIES AND RESPONSIBILITIES OF COUNTY**

**SECTION 501. COUNTY ROLE AS THE FIRE PROTECTION AUTHORITY.** The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities, including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the County coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The County shall not interfere with the daily operations of Contractor in providing Fire Protection Services. The County shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter, Chapter 62, Article II, of the Pinellas County Code, and the Pinellas County Charter.

**SECTION 502. AUDIT AND INSPECTION.** Representatives of the County may observe Contractor's operations at any time during normal business hours, and as often as may



reasonably be deemed necessary. Contractor shall make available to County for its examination its records with respect to all matters covered by this Agreement, and County may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, dally logs, conditions or employment, and other data related to all matters covered by this Agreement. County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. County shall pay any reasonable costs for copying any materials requested.

**SECTION 503. COMMUNICATIONS INFRASTRUCTURE.** County shall furnish and maintain, at no cost to Contractor, the communications infrastructure which shall include: emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the Computer-Aided Dispatch (CAD) and fire reporting computer system.

## **ARTICLE VI** **INSURANCE**

**SECTION 601. MINIMUM INSURANCE REQUIREMENTS.** Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Board of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Board, and listing all carriers issuing said policies; and a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Board a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' Compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability, and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28, F.S., should the State Legislature change these limits, coverage consistent with law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims-made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage," the Contractor may submit annually to the Board a current certificate of insurance proving claims-made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury, including death and property damage liability insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

**SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to Board. Contractor shall also notify Board within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Board or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Board shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Board or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

**SECTION 603. LIABILITY.** Contractor and Board agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County, or Board. Nothing herein shall be construed as consent by Contractor or Board to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Board, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Board to provide services related to this Agreement (including, but not limited to, other Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

**ARTICLE VII**  
**COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION.**

- (a) **Gandy Fire Control District.** The Board shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. Approval shall not be unreasonably withheld. County shall calculate the annual compensation as the percentage of unincorporated area multiplied by the lower amount of the initial Budget Request or the Adopted Budget. The percentage of unincorporated area within the Fire District shall be calculated in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor monthly in arrears for the provision of Fire Protection Services beginning after October 1 of a given Fiscal Year in the amount of 1/12 of the annual compensation. The compensation methodology shall comply with Appendix A.
- (b) **Highpoint Fire Control District (East).** As consideration for such Fire Protection Services, as described herein, the County shall pay Contractor annual compensation. Contractor shall be paid monthly in arrears and payments shall be (approximately) equal installments beginning November 2013. Annual compensation shall be based on the agreed Proportional Share Funding Methodology in Appendix F.

**SECTION 702. USE OF RESERVE FOR FUTURE YEARS.** Subject to Contractor's substantial compliance with Section 409 (d) & (e) and in accordance with Appendix A, upon a written request of Contractor, the County shall review and provide funding for the County's portion of a capital expenditure from Contractor's Reserve for Future Years Fund held by the County. The County shall calculate its portion of the capital expenditure based upon the percentage of unincorporated area within the Fire District, in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

**SECTION 703. WITHHOLDING FUNDS.** County may withhold payment to Contractor if it fails to meet its obligations in accordance with the provisions of Sections 803 and 804 of this Agreement.

**SECTION 704. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES.** Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes, including, but not limited to, gifts, donations, goodwill, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

**SECTION 705. OTHER FUNDS.** Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the County to offset the Fire District's Budget Request or the Approved Budget but shall be used for direct benefit of the Fire District. However, funds from interest earned by the investment of Fire District funds and funds from other Fire Protection Services Agreements shall be used to offset the Fire District's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset Fire District Budget Request or Approved Budget if the Contractor's budget process combines both Fire and EMS funding into one document for review by the County. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

**SECTION 706. FISCAL NON-FUNDING.** The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by County. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the fiscal period for which funds have been appropriated.

**SECTION 707. PROHIBITIONS AGAINST MORTGAGE OF ASSETS.** Contractor agrees that acquisition of capital assets with funds provided under this Agreement shall be by purchase, lease purchase, or lease, and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of County.

## **ARTICLE VIII** **TERM AND TERMINATION**

**SECTION 801. TERM OF AGREEMENT.** The initial term of this Agreement shall be for five (5) years, commencing October 1, 2023 and ending at midnight September 30, 2028, unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2028. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

**SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.**

(a) **Termination by County.** County may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of County's intention to terminate this Agreement; however, shorter notice may be given if the County determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b) **Termination by Contractor.** Contractor may terminate this Agreement by giving to County ninety (90) calendar days' written notice of its intention to terminate.

(c) **Disposition of Assets.**

- (i) **Properties Held in Trust.** The Parties agree that all vehicles, equipment, and property, real or personal, tangible or intangible, that have been paid for in full or in part by funds supplied by the County under this or any prior Fire Protection Services agreement are held by Contractor in trust for the benefit of the taxpayers of the Fire District; and that County has all rights and powers of enforcement with respect to such trusts.
- (ii) **Assets Paid for by County.** Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior Fire Protection Services Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.
- (iii) **Assets Paid for by Contractor.** Any assets which were purchased solely with funds other than those provided by County to Contractor under this, or any preceding Fire Protection Services Agreement, shall remain the property of Contractor.
- (iv) **Assets Paid for by both Contractor and County.** In case of any asset purchased under this or any prior Fire Protection Services Agreement with funds of both Contractor and the County, Contractor and County shall determine the fair market value of such asset and then shall prorate such fair market value according to the respective interest of both Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the County.

- (v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to County all unexpended monies received from the County, pursuant to this or prior Fire Protection Services Agreements, including monies in reserve or in any bank account, but not earned as compensation for services provided.
- (vi) Date to Return Assets. The return of any assets and funds shall be executed and completed upon the effective date of termination, as specified in the termination notice.
- (vii) List of Assets. In connection with the return of assets and funds, Contractor shall submit to County a list of the capital assets, along with a list of the accounts held in Contractor's name, which are held in conjunction with this Agreement.
- (viii) Debt Resolution. Contractor is responsible for all pro-rated debts incurred in the performance of the obligations of this Agreement.

**SECTION 803. PERFORMANCE DEFICIENCY.** In the event that the County finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, County shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) calendar days from receipt of such notice within which to cure such deficiency to the satisfaction of County. County may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and County shall prepare an agreement outlining a planned program for curing the deficiency.

**SECTION 804. RESOLUTION OF DISPUTES.** Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the County, and of a Fire Service Provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. If the committee fails to resolve the dispute, either Party may pursue its legal remedies, including but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction upon satisfaction of all statutory conditions precedent thereto.

**ARTICLE IX**  
**MISCELLANEOUS**

**SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin, or any other protected category. Contractor agrees that applicants will be employed; and that employees are treated during employment, (e.g., layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin or any other protected category. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**SECTION 902. NOTICES.** All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County:       Pinellas County EMS & Fire Administration  
                          12490 Ulmerton Road, Suite 134  
                          Largo, Florida 33774

If to Contractor: See Appendix B

**SECTION 903. ENTIRE AND COMPLETE AGREEMENT.** This Agreement, and all Appendices hereto, constitute the entire and complete Agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 904. OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 905. APPLICABLE LAW.** The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.



**SECTION 906. WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 907. SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the Term of this Agreement and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

**SECTION 909. NO THIRD-PARTY BENEFICIARIES: ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

**SECTION 910. HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:  
KENNETH BURKE, CLERK

PINELLAS COUNTY,  
by and through its governing body, the  
Pinellas County Board of County  
Commissioners, sitting as the Fire  
Protection Authority

\_\_\_\_\_  
Deputy Clerk

by: \_\_\_\_\_  
Chairman

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to Content and Form:  


\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney (designee)

**APPENDIX A**  
**GANDY FIRE CONTROL DISTRICT**  
**FUNDING METHODOLOGY PROFILE**

FIRE BUDGET TYPE	FIRE ONLY
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St. Petersburg – Gandy FY 23-24 Fire Protection Services Estimated Net Operating Budget	Estimated County %	Estimated County Annual Funding
\$ 41,829,691.00	0.18%	\$ 75,293.44

FY23 Preliminary Tax Roll	Just Value Real Property	%
Incorporated	\$ 56,392,794,545.00	99.82%
Unincorporated	\$ 101,113,722.00	0.18%
Total	\$ 56,493,908,267.00	100.00%

<p><b>Per 2023 Taxable Value Preliminary Roll 07-01-23</b></p> <p><b>per the Pinellas County Property Appraiser.</b></p> <p><b>The funding calculation shall be based upon the</b></p> <p><b>July 1<sup>st</sup> Tax Roll and the lower of the Submitted Budget request or the</b></p> <p><b>Adopted Budget each Fiscal Year.</b></p>
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**APPENDIX B**  
**FIRE PROTECTION SERVICE CONTRACTORS**

City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756  
Attn: Mayor

City of Dunedin  
P.O. Box 1348  
Dunedin, FL 34697-1348  
Attn: Mayor

City of Largo  
201 Highland Avenue Northeast  
Largo, FL 33770  
Attn: Mayor

City of Pinellas Park  
P.O. Box 1100  
Pinellas Park, FL 33780-1100  
Attn: Mayor

City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695-3597  
Attn: Mayor

City of Seminole  
9199 113th Street North  
Seminole, FL 33772  
Attn: Mayor

City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  
Attn: Mayor

City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689  
Attn: Mayor

**APPENDIX C**  
**SUPPLEMENTAL FINANCIAL INFORMATION**

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used In support of fire-related activities. Therefore, a proportional share of any unspent balance at the conclusion of a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. Funds paid to the Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of the Contractor's annual external audit.

In accordance with Section 409(a), the following form will be provided to Pinellas County within twenty (20) days after receipt by the Contractor the year following the audited year together with the Financials.

To be Completed by Contractor

Contractor Name: \_\_\_\_\_  
Person Completing Form \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fiscal Year: \_\_\_\_\_

*Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for firefighting; i.e., fire funds cannot be used to purchase rescue units, attend EMS-related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.*

		Audit Page
1. Total Expenditures by Contractor		
2. Less: Other Revenues received by Contractor*		
4. Total Outlay by Contractor (1 less 2)	\$ -	
6. Pinellas County Percentage of District**		
8. Total Pinellas County Share (8 times 4)	\$ -	
10. Pinellas County paid to Contractor		
12. Total Due to Pinellas County (the District) (6 less 5)	\$ -	
8. Fund Balance retained by Contractor		

\*includes interest and other fire protection agreements revenue

\*\*to be provided by Pinellas County Fire Authority

PLEASE INCLUDE A COPY OF YOUR ANNUAL AUDIT AND ANY OTHER  
SUPPORTING DOCUMENTATION AS NEEDED

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please return completed form to:

Pinellas County Safety & Emergency Services  
Fire Administration  
12490 Ulmerton Road  
Largo, FL 33774  
[kcervone@pinellascounty.org](mailto:kcervone@pinellascounty.org)

Or email to: \_\_\_\_\_

**APPENDIX D**

**FIRE CONTROL DISTRICTS**

<b>Fire Control District</b>	<b>Fire Service Contractor</b>
Belleair Bluffs Fire Control District	City of Largo
Clearwater Fire Control District	City of Clearwater
Dunedin Fire Control District	City of Dunedin
Gandy Fire Control District	City of St. Petersburg
Highpoint Fire Control District (East)	City of St. Petersburg
Highpoint Fire Control District (West)	City of Largo
Largo Fire Control District	City of Largo
Pinellas Park Fire Control District	City of Pinellas Park
Safety Harbor Fire Control District	City of Safety Harbor
Seminole Fire Control District	City of Seminole
Tarpon Springs Fire Control District	City of Tarpon Springs

## **APPENDIX E**

### **East Highpoint Boundaries**

The Eastern portion of the Highpoint Fire District is described as all of the unincorporated area within the following boundaries:

From center of Cross Bayou Canal and E/W half section line of Section 8-30-16 for point of beginning, run East along the E/W half section lines of Sections 9, 10 and 11 to centerline of Roosevelt Boulevard; thence Southeasterly along centerline of Roosevelt Boulevard (S.R. 686) to the centerline of Interstate Highway 275; thence run Northeasterly along the centerline of Interstate Highway 275 to the first water-spanning bridge in Section 6-30-17; thence run Northeasterly from said bridge into Old Tampa Bay to the Hillsborough-Pinellas County line; thence run Northwesterly along the County line to a point where it meets the Northerly extension of Cross Bayou Canal; thence Southwesterly along the centerline of canal to point of beginning in Section 8-30-16.

**APPENDIX F**  
**HIGHPOINT FIRE CONTROL DISTRICT (EAST)**  
**PROPORTIONAL SHARE FUNDING METHODOLOGY**

<b>FY23-24 Fire Protection Services Budget for Fire Station 14</b>	<b>County %</b>	<b>County Funding</b>
Est. \$1,487,244.00	Est. 40.23%	Est. \$598,318.26

<b>FY23 Taxable Value</b>	<b>Taxable Value</b>	<b>Percentage</b>
Unincorporated Feather Sound Community Service Municipal Services Taxing Unit (Millage Code FSMT)	\$ 401,290,611	24.02%
Unincorporated High Point East Fire District (Millage Code HPTF)	\$ 257,572,705	15.42%
City of St. Petersburg within the High Point East Fire District (Millage Code SP)	\$ 1,011,549,062	60.56%
	<b>\$ 1,670,412,378</b>	
Per 2023 Taxable Value Preliminary Roll 07-01-23 per the Pinellas County Property Appraiser.  The funding calculation shall be based upon the Final Tax Role and the Adopted Budget each Fiscal Year.		