

RESOLUTION 2022-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TAMPA BAY BEACHES CHAMBER OF COMMERCE TO COORDINATE AND OVERSEE THE BUSINESS SITE IMPROVEMENT GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize funds to assist local businesses meet and exceed compliance with City codes.

WHEREAS, the Tampa Bay Beaches Chamber of Commerce is a non-profit that serves the business community within St. Pete Beach.

WHEREAS, the Tampa Bay Beaches Chamber of Commerce shall distribute such funds to eligible business as selected by the review committee to accomplish the City's goals.

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

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


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

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Business Site Improvement Grant Program Agreement with the Tampa Bay Beaches Chamber of Commerce.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 11 **DAY OF** February, 2022.

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



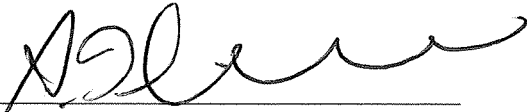
Alan Johnson, Mayor

ATTEST:



Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Andrew Dickman, City Attorney

CITY OF ST. PETE BEACH, FLORIDA
Business Site Improvement Grant Coordination Agreement

This is an Agreement (the “Agreement”) entered into by and between the CITY OF ST. PETE BEACH (hereinafter “City”) and TAMPA BAY BEACHES CHAMBER OF COMMERCE (hereinafter “Chamber”) to coordinate and oversee the Business Site Improvement Grant Program. The City and the Chamber together shall be referred to as the “Parties.”

WHEREAS, the City wishes to utilize funds to assist local businesses to meet and exceed compliance with City codes.

WHEREAS, the Chamber is a non-profit organization that serves the business community within the City.

WHEREAS, the Chamber shall distribute such funds to eligible local businesses, as selected by the review committee, to accomplish the City’s goal of code compliance.

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

1. Recitals: The foregoing recitals are true and correct and incorporated herein by reference.
2. Purpose: The purpose of this Agreement is to aid local businesses in meeting and exceeding compliance with City codes. The City will encourage private investment in local businesses to improve commercial areas. Such improvements include, but are not limited to, outdoor beautification, parking improvements, and signage.
3. Selection of Businesses: The review committee shall select local businesses to receive such funds that meet the eligibility requirements described in Exhibit B.
4. Funding: The City shall provide a total of \$50,000.00 to the Chamber to accomplish the City’s goals. The review committee shall then transfer such funds to local businesses that were selected to receive such funds.
5. Amount of Funds Per Business: The City shall allow and instruct the Chamber to distribute a maximum amount of \$7500.00 to each selected local business until the funds are exhausted.
6. Limited Authority: The Chamber shall use such funds only in the manner described herein.
7. Fiscal Non-funding: If funds for the Business Site Improvement Grant are not appropriated via the annual budget adoption process, the City reserves the right to cancel this agreement

immediately upon written notice to the Chamber.

8. Term: This Agreement shall remain in effect for a period of one (1) year from the Effective Date. If the Parties wish to renew this Agreement, then such party shall notify the other party in writing of its desire to renew this Agreement no later than sixty (60) days prior to the date of termination. Both Parties must agree in writing to renew the Agreement through an addendum.
9. Records: The Chamber shall keep accurate records of the transactions under this Agreement. These records are subject to the Public Records Laws as set forth in Florida Statutes and the City may inspect these records at any time. The Chamber shall use a separate account for the designated funds under this Agreement.
10. Fee: The Chamber will collect a one-time five percent (5%) fee of the designated amount provided by the City for the administration of this program under this Agreement.
11. Review Committee: The review committee has the authority to make changes to this program as it deems appropriate, with City Manager approval.
12. Public Records: The Chamber shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
13. Indemnification: In consideration of the payment of ten dollars as part of the compensation described herein, the Chamber shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not. Nothing herein shall be construed to modify or waive the effect of Section 768.28, Florida Statute, as amended, or the doctrine of sovereign immunity.
14. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:
 - a. Florida public records law (Exhibit "A");
 - b. Business Site Improvement Program Guidelines (Exhibit "B"). These guidelines may be modified as needed with City Manager approval.

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

As to Chamber:

Tampa Bay Beaches Chamber of Commerce
6990 Gulf Blvd.
St. Pete Beach, FL 33706

As to City:

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

With Copy To:

robin@tampabaybeaches.com

With Copy To:

cityattorney@stpetebeach.org

16. Entire Agreement: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral.
17. Conflicts and Severability: To the extent that any terms in the attached guidelines conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached guidelines, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.
18. Jurisdiction, Venue, Attorney Fees: This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.
19. Assignment: This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.
20. Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
21. Amendment: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto,

other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties. This Agreement may be amended or modified only in writing signed by all Parties hereto.

22. Third Party Rights: No person or entity, who or which is not a party to this Agreement, will have any right of action under this Agreement.
23. Termination: The City may terminate this Agreement at any time and for any reason, upon giving thirty (30) days written notice to the other party.
24. Authority: The Chamber hereby acknowledges that the person executing this Agreement on behalf of the Chamber has the full authority to do so and to bind the Chamber to the terms hereof.
25. Compliance with Laws: The Chamber shall at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinance and regulations applicable to this Agreement, including but not limited to the City's Code of Ordinances and Land Development Code, as amended.

[Signature page to follow]

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

Tampa Bay Beaches Chamber of Commerce:

City of St. Pete Beach:

Signature: Robin Miller

Signature: [Signature]

By: Robin Miller

By: [Signature]

Its: President / CEO

Its: City Manager

Date: 2.24-2022

Date: 2.8.22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

[Signature]

Andrew Dickman
City Attorney

[Signature]

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

- (1) DEFINITIONS. —For purposes of this section, the term:
- (a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
 - (b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:
- (a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).
 - (b) A provision that requires the contractor to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the public agency to perform the service.
 - 2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

Business Site Improvement Program Guidelines



St. Pete Beach Business Site Improvement Program

Strong local businesses help create a strong local community. With this new Business Site Improvement Program, the City of St. Pete Beach will encourage private investment in local businesses to improve commercial areas. This program will help local businesses meet and exceed local codes. Local businesses may apply for the new Business Site Improvement Program beginning in February 2022. The City will provide \$50,000 to the Tampa Bay Beaches Chamber of Commerce to oversee the grant program. The grant program will have a review committee, which will include a City staff member. Below is the program guidelines and eligibility requirements recommended by the City.

Site Improvement Loans

Businesses seeking to make site improvements to meet code requirements may apply to receive an interest free loan for up to 50% of the total project cost up to \$7,500 for up to four years.

Site Improvement Grants

Businesses seeking to make site improvements in excess of code requirements that improve the surrounding area may apply to receive a grant for up to 50% of the total project cost up to \$7,500.

Eligible Projects

Eligible projects include, but are not limited to, fat, oil and grease traps, accessibility improvements, outdoor beautification, parking improvements, fencing, public art, historic preservation compliance, garbage screening, façade improvements, awnings, and painting and signage.

Eligibility

- Businesses must be physically located within a commercial zone within the City of St. Pete Beach.
- Businesses must be current with their St. Pete Beach Business Tax Receipt and State of Florida Annual Report.
- Businesses must be current with their property taxes.
- Loans: Businesses must allow the City to perform a credit check and provide additional financial information upon request.
- Grants: Businesses must have no outstanding code citations.
- Businesses may submit one application per year. The City will not consider applications from businesses in the repayment process of a previous award and will give preference to businesses who have not received prior awards.

- If the business rents its physical location, the business must submit in writing the property owner's approval and provide a copy of a valid lease with at least three years remaining.
- Eligible businesses must have less than 50 employees.

Program guidelines

- Businesses should apply through the City's website.
- The City will consider applications on a rolling basis beginning February 15, 2022.
- Businesses will agree to allow the City to use descriptions and photos of their projects in promotional materials.
- Businesses will bear all tax implications of the receiving the award.
- Businesses should be able to complete the project within six months of notification of selection for the award or, in extenuating circumstances, apply to the City for a six-month extension.
- Businesses will commit to maintaining the improvement for at least three years.
- Loans: The City will fund selected projects after completion of all required documentation including the establishment of the repayment schedule, credit checks and additional financial information, if deemed necessary.
- Grants: The City will fund selected projects on a reimbursement basis upon completion of the project and submission of receipts and other appropriate documentation.
- The City will not fund expenditures for either loans or grants incurred before the approval date of the award.

Tampa Bay Beaches Chamber of Commerce – City of St Pete Beach Business Site Improvement Program Application

Applicant Information

Applicant Name _____	Email Address _____
Mobile Phone _____	Mailing Address _____
City _____	State _____ Zip _____
Name of Business _____	FEI/EIN Number _____
City of St Pete Beach Business Tax Receipt Number _____	
Description of Business and Site _____	

Project Information

Property Address _____
Property Owner Name (as it appears on deed and/or title documents) _____
*Property owner approval is required
Project Description _____

Anticipated Start Date _____ Anticipated Completion Date _____
Total Project Cost _____ Total Amount Requested _____
Check One:
<input type="checkbox"/> Site Improvement Loan (to meet code) <input type="checkbox"/> Site Improvement Grant (to exceed code)

Upload any plans, designs or estimates for work or materials for the proposed project and include photos of the existing site which show the area for improvement.

I certify that:

- I have the authority to submit this application on behalf of this business and this property owner.
- I understand submitting this application does not guarantee funding of any amount.
- Loans: I consent to the City conducting a credit check and understand the City may require additional financial information during the review process.
- Grants: I understand this is a reimbursement grant and that the City will fund the grant (if awarded) after completion of the project and submission of acceptable receipts and other appropriate documentation.
- I understand that the business is liable for any tax implications of receiving this award.
- I will allow the City to use descriptions and photographs of this project, if funded, in promotional materials.
- I understand this is a 50% match loan/grant up to \$7,500 and the business must fund at least 50% of project costs.

Print Name _____ Signature _____
 Title _____ Date _____