

Table of Contents

Agenda	4
Authorization to approve special event application for Don Cesar Hotel's Don Delights event for December 21, 2017	
Agenda Report	8
Application	9
Authorization to approve the application for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events:	
Agenda Report	12
Event Application	13
Request approval of the proposal under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$19,900.00 for the design and contract documents of Stormwater Improvements at 44th Avenue and Moody St.	
Agenda Report	18
Proposal from GGI LLC	19
Request approval to enter into an Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program.	
Agenda Report	31
First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Copermittees for Water Quality and Biological Monitoring	32
Signature Page	39
Approval of the Employee Health Insurance Enrollment renewal with Florida Blue for 2018.	
Agenda Report	40
FL Blue Renewal Information	41
Employee Cost Chart	43
Approval of Guardian renewal proposal to provide Employee Dental Insurance for 2018.	
Agenda Report	44
Guardian Renewal Proposal.	45
Approval of Sun Life Financial renewal proposal to provide Employee Life and AD&D Insurance for 2018.	
Agenda Report	54
Sun Life Proposal.	55
Authorize sending a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.	
Agenda Report	67
Florida Blue Letter.	68
Authorization to execute a purchase agreement with Enforcement One, Inc in the amount of \$54,914.72 with partial funds provided by Pinellas County EMS utilizing the Florida Sheriff's Bid to replace the District Chief vehicle.	

Agenda Report	69
Current EMS ALS First Responder Agreement	71
Enforcement One Inc. Proposal.	113
Request approval to utilize the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Point Repairs not to exceed the FY18 CIP budget for Inflow and Infiltration.	
Agenda Report	116
Signed Purchase Agreement	117
Request approval to utilize the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Manhole Rehabilitation not to exceed the FY18 CIP budget for Inflow and Infiltration.	
Agenda Report	124
Signed Purchase Agreement	125
Request approval to utilize the Purchase Agreement with Insituform Technologies, LLC, dated December 12, 2016, for Wastewater System Pipe Lining not to exceed the FY18 CIP budget for Inflow and Infiltration.	
Agenda Report	132
Signed Purchase Agreement	133
Request approval of the bid proposal from Jam 520, Inc., for the construction of Egan Park/Massachusetts Ave Rip Rap in the amount of \$97,988.00.	
Agenda Report	141
Contract.	142
Jam 520, Inc. Bid	149
Bid Tabulation.	151
Authorize the City Manager to execute the one-year renewal agreement for Fiscal Year 2017-2018 with Treasure Island and PSTA for trolley and DART Services.	
Agenda Report	152
FY18 Renewal and Amendment to Suncoast Beach Trolley Agreement	153
FY 2018 - Suncoast Beach Trolley Budget	157
FY17 Suncoast Beach Trolley Renewal Agreement	158
Ordinance 2017-12, Final Reading and Public Hearing, an Ordinance providing for Mobile Food Establishments within certain zoning district of the City	
Agenda Report	166
Ordinance 2017-12 clean	168
Ordinance 2017-12 underline strikethrough.	175
Staff Report	182
Appendix A	187
Downtown Redevelopment Area Zoning Districts.	201
Ordinance No 2017-29 –Final Reading and Public Hearing. Second extension to the Temporary Moratorium on the Establishment and Operation of Medical Marijuana Dispensing Organizations and Treatment Centers.	

Agenda Report	202
Ordinance 2017-29	203
Ordinance 2017-31: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the General, Capital Improvement, Wastewater, Reclaimed Water, and Stormwater Funds.	
Agenda Report	206
Ordinance 2017-31	208
Appendix A	210
Ordinance 2017-28: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach modifying the annual Capital Improvement Schedule as illustrated in Exhibit A as per Ch. 163.3177(3)(b) F.S.	
Agenda Report	212
Ordinance 2017-28	213
Staff Report	215
Exhibit A	218
Capital Improvement Element	219
Ordinance No 2017-32 – First Reading and Public Hearing. Extension to temporary moratorium on the submittal and processing applications, and issuance of any permit for location of any wireless communication facility, tower or antenna in the public rights-of-way.	
Agenda Report	225
Ordinance 2017-32	226



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 28, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Authorization to approve special event application for Don Cesar Hotel's Don Delights event for December 21, 2017**
 - b. **Authorization to approve the application for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events:**
 - Corey Art & Craft Show January 20-21, 2018**
 - Corey Art & Craft Show March 24-25, 2018**
 - Corey Art and Craft Show June 2-3, 2018**
 - Corey Art and Craft Show December 1-2, 2018**

- c. Request approval of the proposal under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$19,900.00 for the design and contract documents of Stormwater Improvements at 44th Avenue and Moody St.**
- d. Request approval to enter into an Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program.**
- e. Approval of the Employee Health Insurance Enrollment renewal with Florida Blue for 2018.**
- f. Approval of Guardian renewal proposal to provide Employee Dental Insurance for 2018.**
- g. Approval of Sun Life Financial renewal proposal to provide Employee Life and AD&D Insurance for 2018.**
- h. Authorize sending a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.**

5. Action Items

- a. Authorization to execute a purchase agreement with Enforcement One, Inc in the amount of \$54,914.72 with partial funds provided by Pinellas County EMS utilizing the Florida Sheriff's Bid to replace the District Chief vehicle.**
- b. Request approval to utilize the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Point Repairs not to exceed the FY18 CIP budget for Inflow and Infiltration.**
- c. Request approval to utilize the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Manhole Rehabilitation not to exceed the FY18 CIP budget for Inflow and Infiltration.**
- d. Request approval to utilize the Purchase Agreement with Insituform Technologies, LLC, dated December 12, 2016, for Wastewater System Pipe Lining not to exceed the FY18 CIP budget for Inflow and Infiltration.**
- e. Request approval of the bid proposal from Jam 520, Inc., for the construction of Egan Park/Massachusetts Ave Rip Rap in the amount of \$97,988.00.**
- f. Authorize the City Manager to execute the one-year renewal agreement for Fiscal Year 2017-2018 with Treasure Island and PSTA for trolley and DART**

Services.

6. Ordinances

- a. Ordinance 2017-12, Final Reading and Public Hearing, an Ordinance providing for Mobile Food Establishments within certain zoning district of the City**
- b. Ordinance No 2017-29 –Final Reading and Public Hearing. Second extension to the Temporary Moratorium on the Establishment and Operation of Medical Marijuana Dispensing Organizations and Treatment Centers.**
- c. Ordinance 2017-31: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the General, Capital Improvement, Wastewater, Reclaimed Water, and Stormwater Funds.**
- d. Ordinance 2017-28: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach modifying the annual Capital Improvement Schedule as illustrated in Exhibit A as per Ch. 163.3177(3)(b) F.S.**
- e. Ordinance No 2017-32 – First Reading and Public Hearing. Extension to temporary moratorium on the submittal and processing applications, and issuance of any permit for location of any wireless communication facility, tower or antenna in the public rights-of-way.**

7. Resolutions – No items submitted at this time.

8. Items for Discussion – No items submitted at this time.

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to approve special event application for Don Cesar Hotel's Don Delights event for December 21, 2017

Date: November 28, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Don Cesar Hotel is requesting to have an event in the south parking lot between the hotel and the Don Vista. The event "Don Delights" would be from 5-7pm on Thursday, December 21, 2017. The lot would be blocked off for the event. The event would have music, food trucks, local artisans and beer/wine sales. The north part of the lot is owned by the hotel, the south part of the lot is owned by the city. Because the south part of the lot is public property, alcohol consumption needs the approval by commission.

Funding: N/A

Requested Motion: "I move to approve special event application for December 21, 2017"

Attachments: Application

**Reviewed by
City Manager:** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: The Don Cesan Title (if applicable): _____
Name of Organization (if applicable): Todd Gehrke - The Don Cesan
Tax Exempt? ☐ Yes ☒ No Non-Profit? ☐ Yes ☒ No *If yes on either, please provide documentation*
Mailing Address: 3400 Gulf Boulevard St. Pete Beach 33706
Cell Phone: 727-363-5080 Email: Tgehrke@DonCesan.com

Event Information

Event Title: Thursday Night Don Delights Event/Organization Web Address: Doncesan.com
Event Location(s): Parking Lot south of The Don, North of Don Vista

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>12/21/17</u>	<u>Thursday</u>	<u>5pm</u>	<u>7pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 12/21/17 Time(s) 12pm to 5pm
Cleanup Date(s): 12/21/17 Time(s) 7pm to 10pm

Description of Event: See Attached - Food Trucks + Artisan Fair

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

Event Logistics

Estimated Attendance 250
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: Music, Food Trucks, Local Artisans, Beverage sales

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Don Cesan - Alcohol + Food sales
Gulf To Bay Food Truck Association - 4 permitted Food Truck Vendors

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance)

Local ARTISANS from SUSTAIN Gallery + Florida CRAFTSMEN

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map)

8 ft TABLES for vendors, food trucks, High Top TABLES
NOBIA, Biggen Thaw 10x10

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc.) Solo GUITARIST

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 5pm - 7pm

Electricity Needed ☐ Yes ☒ No Source: Don Cesak

Will portable restrooms be used? ☐ Yes ☒ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)

How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

NO JUST PARTICIPATION FEES

Does Event require any Road or Sidewalk Closures? ☐ Yes ☒ No

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

Road	Start Intersection	End Intersection	Date	Times
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

Print Name

Todd Gehrke

Signature

Todd Gehrke

Corporation Name (if applicable)

Date

11/8/17

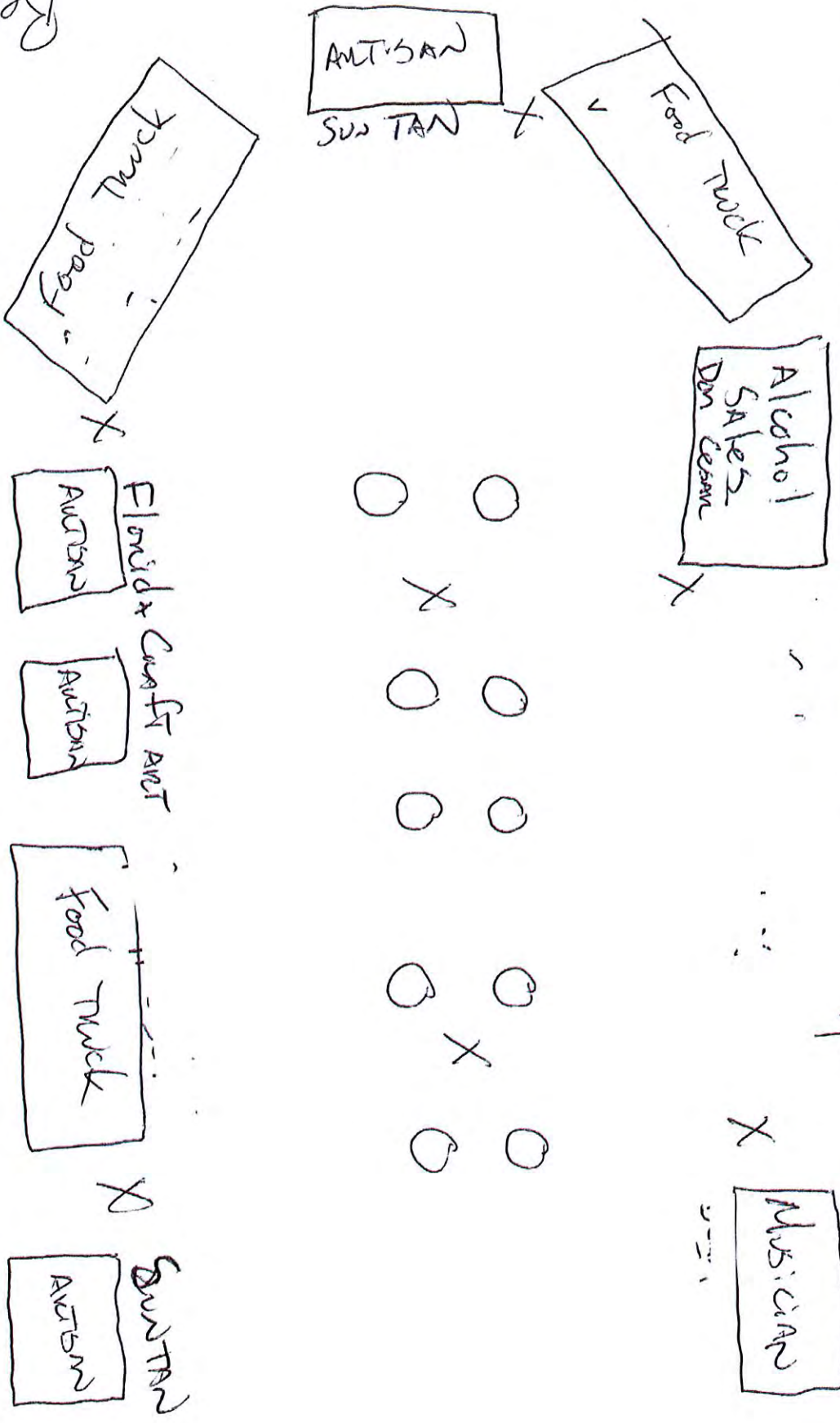
X - Trash
 O - High Top table

Don Cesari

Bathrooms

N
 W
 E
 S

Gulf Boulevard



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to approve the application for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events:
Corey Art & Craft Show January 20-21, 2018
Corey Art & Craft Show March 24-25, 2018
Corey Art and Craft Show June 2-3, 2018
Corey Art and Craft Show December 1-2, 2018

Date: November 28, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Corey Area Business Association request permission for street closure for the 4 above craft shows on 200-400 blocks of Corey Ave and to have banners erected over 75th Ave announcing their 2018 events. This plan was reviewed and approved by PCSO and Fire marshal. The City Commission must approve their request in order to get permission from FDOT to permit the banner installation. If approved, the banners will be installed/removed as follows:
Arts & Craft Show (Installation 1/11/18, Removal 1/22/18)
Art & Craft Show (Installation 3/19/18, Removal 3/26/18)
Art & Craft Show (Installation 5/28/18, Removal 6/4/18)
Art & Craft Show (Installation 11/26/18, Removal 12/3/18)

Requested Motion: “I move to authorize the approval of the application for street closures for 4 event street closures and Banner Installation over 75th Avenue.”

Attachments: Event and banner application, map

**Reviewed by
City Manager:** WS



City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): CABA PRES.
 Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION
 Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation 736
 Mailing Address: PO BOX 67393 ST. PETE BEACH FL 33736
 Cell Phone: 727 580 8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: ACE CRAFT SHOW / w SUNDAY MARKET Event/Organization Web Address: artfestival.com
 Event Location(s): COREY AVE 300 + 400 BLOCK w SUNDAY MARKET ON NORTH SIDE OF 200 BLOCK
 Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>JAN 20-21 2018</u>	<u>SAT + SUNDAY</u>	<u>9 AM</u>	<u>5 PM</u>
<u>MAR 24-25</u>	<u>"</u>	<u>"</u>	<u>"</u>
<u>JUNE 2-3 *</u>	<u>"</u>	<u>"</u>	<u>"</u>
<u>DEC 1-2</u>	<u>"</u>	<u>"</u>	<u>"</u>

JUNE SHOW DOES NOT INCLUDE SUNDAY MARKET
 Set Up Date(s): SATURDAY AM Time(s) 5:00 AM to START
 Cleanup Date(s): SUNDAY PM Time(s) 5:00 PM to 9 PM

Description of Event: ART / CRAFT SHOW w/ FOOD VENDORS.
SUNDAY ADDITION OF SMALL SCALE MARKET - (NORTH SIDE OF 200 BLOCK -)
INCLUDING FOOD + ~~W~~ PRODUCE

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

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

2000

This Year

Last Year (if Applicable)

List all event activities: _____

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) _____
TENTS, OCCASIONAL FOOD TRUCK (1 or 2)

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) _____

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) _____

Electricity Needed ☒ Yes ☐ No Source: _____

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☒ Yes ☐ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

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

Road	Start Intersection	End Intersection	Date	Times
COREY AVE	200 BLK	400 BLK		
BLIND PASS - FROM	ALLEY BTWN 75 th + COREY	TO 73 rd	ENDING GULF BLVD	

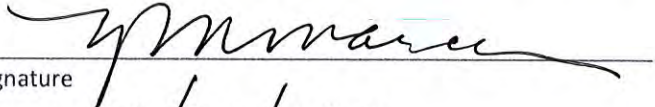
As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions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

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

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

YVONNE MARCUS
Print Name

Corporation Name (if applicable)


Signature
10/30/2017
Date



City of St. Pete Beach Recreation Department Event Application

Please Include:

- Site Map
- Traffic & Parking Plan
- Safety Plan
- Certificate of Insurance
- Day of Event Contact Person and Cell Phone Number
- Tax Exempt Documentation (if applicable)
- Non-Profit Documentation (if applicable)

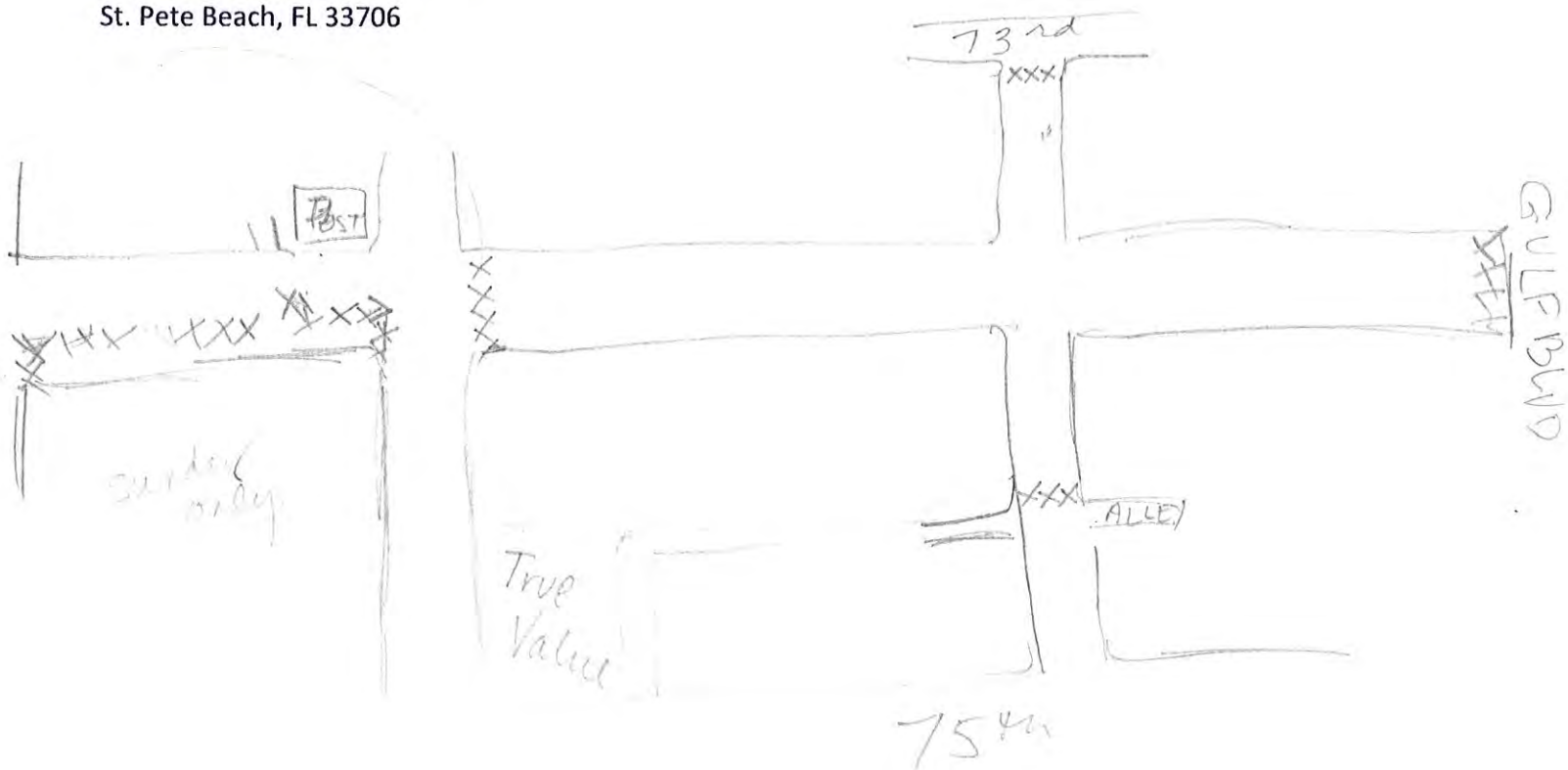
Please send application to:

City of St. Pete Beach

Jennifer McMahon, Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706



**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****FOR FDOT USE ONLY**

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: COREY AREA BUSINESS ASSOCIATIONAddress: PO BOX 67393, ST. PETE BEACH, FL 33736Telephone #: 727 360 2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCUSAddress (if different from above): 355 COREY AVE (ART EXPO)Telephone #: 727 360 2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.comDate of Request: JAN 15-22, MARCH 19-26, MAY 28-JUNE 4, NOV 26-DEC 3 2018
4 dates**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☐ street banners ☐ on the right of way of:Highway name & number: 75th AVE + BOCA CIEGA DR (SR 693 SECTION 15110)From (south or west limits): 0.096

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 4 dates - JAN 15-22, MARCH 19-26, MAY 28-JUNE 4Banners will be removed on or before (if applicable): * NOV 26 - DEC 3

Signature of Applicant

or Contact Person: ymmarcus

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVALName of Local Governmental Entity: CITY OF ST. PETE BEACHName of signing official (please print): WAYNE SAUNDERS, CITY MANAGERTelephone #: 727 363 9231 Fax #: 727 363 9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: _____

Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

Engineer (or designee): _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
 RIGHT OF WAY**

APPLICATION FOR BANNER

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

COREY CRAFT SHOW (DATES VARY*
 see application)

1e'
 COREY CRAFT SHOW JAN 20-21
 COREY CRAFT SHOW MAR 24-25
 " " JUNE 2-3
 DEC 1-2

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$19,900.00 for the design and contract documents of Stormwater Improvements at 44th Avenue and Moody St.

Date: November 28, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that GGI LLC (Genesis) provide design and contract document services for each of the eleven (11) areas that have been identified as draining poorly. The major drainage issues include ponding of water for extended periods of time. It appears that this ponding is caused by a variant of factors including existing curbs that lack positive drainage, inadequate inlets, damaged stormwater pipes, and tidal influence associated with low street elevations.

The 44th Avenue and Moody Street location will be the first to be evaluated. The Genesis team will evaluate each site individually to determine the appropriate Best Management Practices solution(s) for each location.

Funding: CIP – Stormwater Improvements (103-6108-537-5655)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$19,900.00 for the design and contract documents of Stormwater Improvements at 44th Avenue and Moody St.”

Attachment: Proposal from GGI LLC

**Reviewed by the
City Manager:**

WS

November 3, 2017

Mr. Brett E. Warner, P.E.
City Engineer
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Sent via e-mail: bwarner@stpetebeach.org

**RE: 44TH AVENUE AND MOODY STREET DRAINAGE IMPROVEMENTS STUDY (TO #2017-05)
ST. PETE BEACH, FLORIDA
GGI PROJECT NO. 6140-015E**

Dear Mr. Warner:

GGI, LLC (dba Genesis) is pleased to submit Task Order 2017-05 to provide the City of St. Pete Beach (CLIENT) with developing a drainage improvements study for 44TH Avenue and Moody Street associated with our Continuing Services Contract for Professional Design Services dated January 10, 2017.

The following subconsultants will provide their services as needed for this Task Order:

1. Dennis J. Benham – Survey
2. Contour Engineering – Geotechnical

Please review, sign, and return the attached to me for final execution.

Sincerely,

GENESIS



H. Phillip Keyes, P.E.
Associate Vice President, Public Infrastructure
Project Manager

cc: File 6140-015E

Attachment



Exhibit "B"

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	October 17, 2017
<i>Firm Selected for Task</i>	Genesis
<i>Task (Project) Name</i>	44 TH Avenue and Moody Street Drainage Improvements Study
<i>Task Description (and other relevant details)</i>	This task order provides for developing a study for 44 TH Avenue and Moody Street Drainage Improvements. The tasks included in the scope of work are: 1. Project Kick-Off Meeting and Site Visit 2. Topographic Survey 3. Geotechnical Services 4. Drainage Analysis Summary Report 5. Meeting/Workshop
<i>Task Budget</i>	\$19,900.00
<i>Task Proposal Due Date</i>	November 8, 2017

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at 727-363-9243.

Acknowledgement of Task Order:

Brett E. Warner, PE
City Engineer
City of St. Pete Beach



H. Phillip Keyes, P.E. _____ (Name)

Genesis _____ (Firm)

CITY OF ST. PETE BEACH
CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES
TASK ORDER 2017-05
44TH AVENUE AND MOODY STREET DRAINAGE IMPROVEMENTS STUDY

BACKGROUND AND SCOPE OF SERVICES OVERVIEW

Residences located near the intersection of 44th Avenue and Moody Street notified the City of drainage issues at the intersection. The existing stormwater facilities at the intersection include inlets connected to a stormwater pipe that discharges to tidal waters through a tide flex or similar type backwater valve. The scope of work provides for preliminary evaluation and development of up to three Best Management Practice (BMP) alternative solutions for improvements to the existing drainage system.

The scope of services also includes development of opinion of probable construction cost (OPCC) for the BMP alternatives. Genesis will use Dennis J. Benham, PLS for survey and Contour Engineering for geotechnical services.

The following provides a detailed task break down of the scope of services, schedule and fee for the project.

TASK 1 – TOPOGRAPHIC SURVEY

Description: A comprehensive design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be within street rights-of-way and drainage easements at a vertical accuracy necessary to provide an understanding of the direction of existing drainage patterns. This survey will also identify all above grade existing utilities information and invert/size/material of gravity piping when accessible and all other pertinent information required to develop design drawings. This scope is based on the expectation that the City will mark its facilities and request the same from any utility franchises located within the right-of-way prior to initiation of field survey. NAD 83 (State Plane Coordinates) and NAVD 88 (datum for elevations) will be used to develop the survey.

The survey will be performed under the direct supervision of a Licensed Florida Land Surveyor. Surveys will be prepared in accordance with the Standards of Practice per the Florida State Board of Surveyors. The final deliverable will be an AutoCAD file. The topographic survey proposal is included within Attachment B.

TASK 2 – GEOTECHNICAL INVESTIGATION

Description: The geotechnical investigation will provide for two infiltration tests and analyses and the seasonal high groundwater elevation. The geotechnical proposal is included in Attachment C.

TASK 3 – PROJECT KICK-OFF MEETING AND SITE VISIT

Description: Genesis will attend a project kick-off meeting with client's project manager to review specific BMP study alternative parameters; identify available data which includes as built drawings and existing

utility information, or any other pertinent information within the project area; and conduct a field review of the site.

TASK 4 – DRAINAGE ANALYSIS SUMMARY REPORT

Description: Using the topographic survey, geotechnical information system data, and other publicly available information, Genesis will develop approximations of peak flow and volume associated with a mean annual and 25-year/24-hour storm event. Genesis will evaluate up to three BMP alternative solutions for improving the existing drainage network. A drainage analysis summary report will be developed that summarizes the data gathered and presents OPCC, along with pros and cons of the BMP alternatives.

TASK 5 – MEETING/WORKSHOP

Description: Attend meeting/workshop with City staff to review alternative solutions presented in the Drainage Analysis Summary Report. The goal of the meeting is to review the findings and proposed alternative solutions and to receive City staff comments and direction.

DELIVERABLES

Deliverables submittals include one (1) hard copy and a PDF electronic copy. The final submittal documents will be signed and sealed.

SCHEDULE

The schedule for developing the project is as follows:

Description	Weeks After NTP
Task 1 – Project Kick-Off Meeting and Site Visit	1
Task 2 – Topographic Survey	6
Task 3 – Geotechnical Investigation	6
Task 4 – Drainage Analysis Report	12
Task 5 – Meeting/Workshop	14

FEE

The fee breakdown for developing the project is as follows:

		Project Manager	Project Engineer	Engineering Intern	Design Technician	Administrative Assistant	Cost
Task	Description	\$170.00	\$110.00	\$90.00	\$75.00	\$55.00	
1	Project Kick-Off and Site Visit	4	4				\$1,120.00
2	Survey Scope Coordination	2				2	\$450.00
3	Geotechnical Coordination	2				2	\$450.00
4	Drainage Analysis Summary Report	8	32	40	60	4	\$13,200.00
5	Meeting/Workshop	2	2	2			\$740.00
	Reimbursable						
	Survey						\$2,940.00
	Geotechnical						\$800.00
	Expenses						\$200.00
	Total	18	38	42	60	8	\$19,900.00

GENESIS



11/03/17

H. Phillip Keyes, P.E.
Assoc. Vice President, Public Infrastructure
Project Manager

Date



11/03/17

Bruce T. Kaschyk, AICP
Senior Vice President
Tampa Division Manager

Date

ACCEPTED BY:

CLIENT Signature

Date

Typed/Printed Name and Title

ATTACHMENT A

LOCATION MAP



ATTACHMENT B

TOPOGRAPHIC SURVEY PROPOSAL

DENNIS J. BENHAM
PROFESSIONAL SURVEYOR AND MAPPER

October 27, 2017

Mr. H. Phillip Keyes, P.E.
Genesis
1000 N. Ashley Drive
Suite 900
Tampa, Florida 33601

RE: Land Surveying Proposal
44th Avenue & Moody Street Drainage Improvements
City of St. Petersburg Beach, Florida

Phillip,

In response to your request for land surveying services, the following proposal has been prepared.

Scope of Services

1. Set GPS Control Points for the project. A minimum of two (2) control points will be set. Control points will relative to the Florida state Plane Coordinate System, West Zone, 1983-2011 adjustment and relative to the North American Vertical Datum (NAVD) of 1988.
2. Topographic data will be collected at a fifty foot (50') cross section interval from the center line of the street to approximately five feet (5') beyond the apparent right of way line. In addition, all "break lines" such as edge of pavement, back of curb, top of bank etc will be delineated.
3. Locate all improvements within the limits of survey. This will include the location of buildings, fences, pavement, sidewalks, curbing etc.
4. Locate trees five inches (5") in diameter and greater within the limits of survey.
5. Locate above ground evidence of utilities. This will include the location of utility poles, telephone markers, water valves etc.
6. Locate sanitary sewer and storm sewer structures. Pipe sizes and invert elevations will be obtained.
7. Upon completion, a survey drawing will be prepared. Digital files in PDF and DWG format will be supplied.

Lump Sum Fee: \$2,940.00

Don't hesitate to contact me if you have any questions concerning this proposal.

Sincerely,

Dennis J Benham

Dennis J. Benham, P.S.M.
11921 Wandsworth Drive
Tampa, Florida 33626
Mobile: (813) 403-0220

ATTACHMENT C

GEOTECHNICAL ENGINEERING PROPOSAL



November 3, 2017

Mr. Phillip Keyes, P.E.
Genesis Group
1000 N. Ashley Drive
Suite 900
Tampa, FL 33602

RE: Proposal for Geotechnical Engineering Services
 Proposed Drainage Evaluation
 St. Pete Beach, Florida
 Contour Proposal No: G17GEN 379

Dear Mr. Keyes.

Contour Engineering, LLC (Contour) appreciates the opportunity to submit this proposal for a Geotechnical Engineering Services for the above referenced site. The proposed development will consist of the design and construction a new drainage system.

The subject site is located in the vicinity of 44th Avenue and Moody Street in St. Pete Beach, Florida. The site is located at a T-intersection with proposed drainage to a nearby waterway.

SCOPE OF WORK

Contour will conduct a geotechnical evaluation of the property. The associated scope of work will consist of the following:

- 1) A review of published information will be conducted to determine the soil types documented in or around the Subject Property. Documents and files to be reviewed include the Natural Resources Conservation Service (NRCS) On-line Soil Survey, Published information concerning geology of the area, and USGS topographic maps for the site.
- 2) A site visit will be conducted to observe and document on-site conditions. On site conditions will be evaluated through visual observations.
- 3) Two (2) hand auger soil borings and two (2) double ring infiltrometer (DRI) will be performed at the subject site. The borings and DRI's will be performed near at accessible locations.
- 4) Sunshine 811 will be contacted to locate underground utilities at the subject site prior to performing our field program.

- 5) A Geotechnical Report documenting the findings, including graphics will be prepared and submitted for review. The report will include the following information:
- Description of existing surface and subsurface conditions;
 - Recommendations for infiltration rates and seasonal high groundwater.

FEE & SCHEDULE

We will complete the proposed work for a lump sum fee of \$800.00. Based on our current schedule we can complete our proposed scope of work within a week of your notice to proceed.

CRITICAL ASSUMPTIONS

- The client/property owner will supply Contour Engineering, LLC current site and grading plans, if available and layout of any proposed elements and existing above-ground and subsurface utilities, pipelines, etc.
- The client will secure appropriate approvals from property owners and tenants for Contour Engineering, LLC to access and investigate the property.

CLOSING

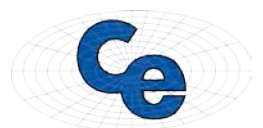
Contour appreciates the opportunity to provide this proposal for geotechnical services. Please do not hesitate to contact the undersigned if you have any questions or require additional information.

Sincerely,
Contour Engineering, LLC



Thomas Grimm, P.E.
Tampa Office Manager

Copies Submitted: Via Email: Addressee (1)



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to enter into an Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program.

Date: November 28, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Pinellas County and the Co-Permittees entered into an agreement dated December 10, 2013, as required by the terms of NPDES Stormwater Permit FL000005, providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program using County staff and equipment. This monitoring program assists in determining the impact of Stormwater discharges on receiving waters located within the City of St. Pete Beach as well as discharges being received outside of our jurisdictional boundaries.

This Amendment to the existing agreement updates the contact information for the City of St. Pete Beach to the Public Works Director and extends the agreement term until December 31st, 2020.

Requested Motion: “I move to approve and authorize execution of the Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program.”

Attachment: First Amendment to the Interlocal Agreement between Pinellas County and NPDES MS4 Copermittees for Water Quality and Biological Monitoring

**Reviewed by
City Manager:** 

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO
PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE,
COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND
SOUND MANAGEMENT OF PUBLIC RESOURCES,
TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS
TODAY AND TOMORROW***



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS
COUNTY AND NPDES MS4 COPERMITTEES
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL MANAGEMENT DIVISION**

OCTOBER 2017

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS
COUNTY AND NPDES MS4 CO-PERMITTEES
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY AND BIOLOGICAL MONITORING (this “First Amendment”), is made and entered into on this ____ day of _____ 2017, between (1) Pinellas County, a political subdivision of the State of Florida (the “COUNTY”); and (2) certain co-permittees of the COUNTY’S National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Permit FLS000005: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the “CO-PERMITTEES”).

WITNESSETH:

WHEREAS, this First Amendment is made and entered between the COUNTY and the CO-PERMITTEES pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”;

WHEREAS, the COUNTY and the CO-PERMITTEES entered into an agreement (the "Agreement") dated December 10, 2013 providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program using COUNTY staff and equipment, as set forth in detail in "Exhibit A – PINELLAS COUNTY AMBIENT WATER QUALITY MONITORING PROGRAM" of the Agreement; and

WHEREAS, the COUNTY and the CO-PERMITTEES wish to extend the term of the Agreement and update information regarding proper notice in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the COUNTY and the CO-PERMITTEES agree as follows:

- A. SECTION 5. NOTICES of the Agreement is replaced in its entirety with the following language:

All written notices to the CO-PERMITTEES and the COUNTY under this Agreement shall be directed to the following addresses:

Belleair Bluffs:

Ms. Debra S. Sullivan
City Clerk
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Belleair:

Mr. Ricky Allison
Public Services Manager
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Clearwater:

Ms. Sarah Kessler
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Don Sopak
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Kenneth City:

Mr. Matthew Campbell
Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Derryl O. Neal
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Ms. Janice C. Bennett
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

Belleair Beach:

Mr. Lynn Rives
City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, Florida 33786

Dunedin:

Ms. Whitney Marsh
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Indian Rocks Beach:

Mr. Dean Scharmen
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Largo:

City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

North Redington Beach:

Ms. Mari Campbell
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Redington Beach:

Ms. Missy Clarke
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Pinellas Park:

Mr. Daniel Hubbard
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Safety Harbor:

Mr. Matthew Spoor
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Redington Shores:

Ms. Tracey Cain
Deputy Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

Seminole:

Mr. Jeremy Hockenbury
Public Works Director
City of Seminole
9199 113th Street North
Seminole, FL 33772

South Pasadena:

Mr. Gary Anderson
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

St. Pete Beach:

Public Works Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Tarpon Springs:

Mr. Anthony Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

- B. SECTION 9. AGREEMENT TERM of the Agreement is replaced in its entirety with the following language:

This Agreement shall take effect as provided in Section 12 and shall remain in effect until December 31st, 2020, unless renewed in writing by mutual agreement of all parties hereto for an additional length of time.

- C. Except as modified, amended or changed in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

- D. As required by Section 163.01(11), Florida Statutes, this First Amendment shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after this First Amendment has been fully executed by all parties hereto, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

PINELLAS COUNTY, by and through its
County Administrator

By: _____

Mark S. Woodard
County Administrator

Legal Review:

APPROVED AS TO FORM:

By: _____
Office of County Attorney

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS
COUNTY AND NPDES MS4 COPERMITTEES
FOR WATER QUALITY AND BIOLOGICAL MONITORING**

CITY OF ST. PETE BEACH:

Alan Johnson
Mayor

Wayne Saunders
City Manager

Approved as to form:

Attest:

Andrew Dickman
City Attorney

Rebecca Haynes
City Clerk

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Approval of the Employee Health Insurance Enrollment renewal with Florida Blue for 2018.

Date: November 28, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: Sun Risk Management has been working to secure health insurance rates for 2018 from several companies for comparison purposes. Florida Blue, our current carrier, provided a quote that is a 7.2% overall increase. The other companies quoted rates similar in cost, but the coverage or co-pays were more expensive than or not as good as Florida Blue. Attached is the proposed changes to the employee cost of coverage.

Funding: Various Department accounts

Requested Motion: "I move to approve the Employee Health Insurance Enrollment renewal with Florida Blue."

Attachments: Renewal Information
Employee Cost Chart

**Reviewed by
City Manager:** *WS*

ENROLLMENT SUMMARY

For Groups with 51+ Eligible Employees

Medicare Secondary Payor Compliance

Multiple Employer Plan: a plan sponsored by more than one employer. **Multi-employer plan:** a plan jointly sponsored by employers and unions.

If you are a single employer plan:

☒ Yes ☐ No Our Company employed 20 or more employees** each working day in 20 or more calendar weeks during the current or preceding calendar year.

If you are a single employer, multiple employer, or multi-employer plan:

☐ Yes ☒ No Our Company employed 100 or more employees** on 50 percent or more of the business days during the preceding calendar year.

If you are a multiple employer or a multi-employer plan:

☐ Yes ☐ No All employers in our Group Health Plan (GHP) employed 20 or more employees** for 20 or more weeks in either the current or preceding calendar year.

☐ Yes ☐ No At least one of the employers in our GHP employed 20 or more employees** for 20 or more weeks in either the current or preceding calendar year.

☐ Yes ☐ No All employers in our GHP employed fewer than 20 employees** for 20 or more weeks in either the current or preceding calendar year.

**"Employees" includes all full and/or part time employees

Common Ownership/Controlled Group Compliance

☐ Yes ☐ No Our Company is part of a common ownership or Controlled Group as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") states that all persons treated as a single employer under subsection (b), (c), (m), or (o) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer.

General Information

Group Name	CITY OF ST PETE BEACH	Tax ID #	59-6000423
Group Number	B6459	Group Sales Rep/Agent	LINDSEY CRAWFORD
Effective Date	Jan 1, 2018		
Employer Contribution Toward Employees Premium			
a. Small Group (required) 100% 1-3 employees, 50% 4-50 employees			100
b. Large Group (recommended) 50% 51+ employees			
What was the average total number of all employees (full-time, part-time, and seasonal) in the previous calendar year?			96

II. Recap of Employee Participation

Participation must be collected in certain scenarios. Please use the drop down and select the option that most fits your company.

Renewal w/76 or more Enrolled without Benefit Changes



Please read the information below and provide electronic signatures when the document is completed.

I certify that the above information is correct to the best of my knowledge. I understand that this information will be used to determine my company's compliance with Blue Cross Blue Shield of Florida, INC. and/or Health Options, INC. eligibility and Underwriting Guidelines, as well as the applicability of State and Federal laws relating to my company and plan. Blue Cross Blue Shield of Florida INC. and/or Health Options, INC. reserves the right to request a UCT-6 or other documentation as evidence of business activity at any time and from time to time in order to validate my compliance with eligibility and Underwriting Guidelines, as well as validate the applicability of State and Federal laws.

I certify that the applicant is a single employer under section 414 of Internal Revenue Code of 1986 (26 U.S.C. 414 (b), (c), (m), or (o)), and under any applicable state law.

I understand that any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Officer of the Company's Signature

Date/Time Field

CITY OF ST. PETE BEACH

Current

Revised

Benefit Overview				
Plan Designs				
Calendar Year Deductible (CYD)				
Deductible (Individual)		In-Network		
Deductible (Family Aggregate)		In-Network		
(Individual/Family)		Out-of-Network		
Consequence				
		In-Network		
		Out-of-Network		
Out of Pocket Maximum (In-Network/Out-of-Network)				
		Individual		
		Family		
Office Services				
		In-Network Family Physician		
		In-Network Providers		
		Out-of-Network Providers		
Provider Services at Hospital & ER				
Hospital Services				
		In and Out of Network		
		Inpatient In-Network		
		Inpatient Out-of-Network		
		Outpatient In-Network		
		Outpatient Out-of-Network		
Emergency Room Services				
		In-Network		
		Out-of-Network		
Preventive Health				
		Mammograms		
		Well Child		
		Adult Wellness In-Network		
		Adult Wellness Out-of-Network		
Prescription Drug Copays:				
		Deductible		
		Generic		
		Brand Name		
		Non-Injectable		
		Self-Administered/Injectables		
Mail Order Prescriptions (90 Day Supply)				
Lifetime Maximum	3553	126-127	45	59
Single	4	24	3	26
Employee + Spouse	0	2	6	2
Employee + Child(ren)	0	5	1	3
Employee + Family	0	2	2	6
Total Participation				86
Estimated Monthly Premium:				
Total Estimated Annual Premium :				
% Increase by Plan:				
Total %Increase:				

Florida Blue				
BlueOptions 03559	BlueCare HMO126-127	BlueCare HMO 45	BlueCare HMO159	
\$500	\$1,900	\$1,900	\$500	
\$3,000 / \$3,000 (Non-Embedded)	\$4,500	\$4,500	\$1,000	
\$750 / \$2,250	Not Covered	Not Covered	Not Covered	
80%	90%	90%	90%	
60%	N/A	N/A	N/A	
\$2,500 / \$5,000	\$3,000	\$4,000	\$3,500	
\$5,000 / \$10,000	\$6,000 / \$6,000 (Non-Embedded)	\$8,000	\$7,000	
\$20 Copay	DED + CONSEQUENCE	\$80 Copay	\$15 Copay	
\$40 Copay	DED + CONSEQUENCE	\$35 Copay	\$35 Copay	
DED+ 50% Consequence	Not Covered	Not Covered	Not Covered	
In-Network DED+Consequence	DED + CONSEQUENCE	In-Network DED + Consequence	\$0 In-Network	
Option 1/2 - \$600 / \$1,000	DED + CONSEQUENCE	DED + CONSEQUENCE	\$500 Copay	
DED+Consequence	Not Covered	Not Covered	Not Covered	
Option 1/2 - Therapy \$45 Copay/\$60 Copay	Therapy \$55 Copay All Other Services \$200 Copay/\$300 Copay	Therapy \$55 Copay All Other Services \$400 Copay	Therapy \$55 Copay All Other Services \$350 Copay	
DED+Consequence	Not Covered	Not Covered	Not Covered	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	
\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	
CONSEQUENCE	Not Covered	Not Covered	Not Covered	
\$0	In-Network DED	\$0	\$0	
\$10	\$10	\$10	\$10	
\$50	\$50	\$50	\$50	
See Medication Guide	See Medication Guide	See Medication Guide	See Medication Guide	
\$25/\$25/\$125	\$25/\$125/\$200	\$25/\$25/\$125	\$25/\$25/\$125	
N/A	UNLIMITED	UNLIMITED	UNLIMITED	
BlueOptions 03559	BlueCare HMO126-127	BlueCare HMO 45	BlueCare HMO159	
\$776.85	\$526.96	\$559.07	\$604.04	
\$1,848.90	\$1,172.03	\$1,330.57	\$1,487.62	
\$1,429.41	\$906.11	\$1,028.68	\$1,111.43	
\$2,423.77	\$1,536.44	\$1,744.28	\$1,884.61	
\$3,107.40	\$22,594.53	\$14,177.87	\$33,222.23	
	\$877,224.36	N/A	N/A	
	N/A	N/A	N/A	

Florida Blue				
BlueOptions 03559	BlueCare HMO126-127	BlueCare HMO 45	BlueCare HMO159	
\$500	\$1,900	\$1,900	\$500	
\$3,000 / \$3,000 (Non-Embedded)	\$4,500	\$4,500	\$1,000	
\$750 / \$2,250	Not Covered	Not Covered	Not Covered	
80%	90%	90%	90%	
60%	N/A	N/A	N/A	
\$2,500 / \$5,000	\$3,000	\$4,000	\$3,500	
\$5,000 / \$10,000	\$6,000 / \$6,000 (Non-Embedded)	\$8,000	\$7,000	
\$20 Copay	DED + CONSEQUENCE	\$80 Copay	\$15 Copay	
\$40 Copay	DED + CONSEQUENCE	\$35 Copay	\$35 Copay	
DED+ 50% Consequence	Not Covered	Not Covered	Not Covered	
In-Network DED+Consequence	DED + CONSEQUENCE	In-Network DED + Consequence	\$0 In-Network	
Option 1/2 - \$600 / \$1,000	DED + CONSEQUENCE	DED + CONSEQUENCE	\$500 Copay	
DED+Consequence	Not Covered	Not Covered	Not Covered	
Option 1/2 - Therapy \$45 Copay/\$60 Copay	Therapy \$55 Copay All Other Services \$200 Copay/\$300 Copay	Therapy \$55 Copay All Other Services \$400 Copay	Therapy \$55 Copay All Other Services \$350 Copay	
DED+Consequence	Not Covered	Not Covered	Not Covered	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	
\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	
CONSEQUENCE	Not Covered	Not Covered	Not Covered	
\$0	In-Network DED	\$0	\$0	
\$10	\$10	\$10	\$10	
\$50	\$50	\$50	\$50	
See Medication Guide	See Medication Guide	See Medication Guide	See Medication Guide	
\$25/\$25/\$125	\$25/\$125/\$200	\$25/\$25/\$125	\$25/\$25/\$125	
N/A	UNLIMITED	UNLIMITED	UNLIMITED	
BlueOptions 03559	BlueCare HMO126-127	BlueCare HMO 45	BlueCare HMO159	
\$776.85	\$527.94	\$599.07	\$647.54	
\$1,848.18	\$1,300.01	\$1,425.78	\$1,541.15	
\$1,424.88	\$1,005.05	\$1,102.29	\$1,191.47	
\$2,416.28	\$1,704.21	\$1,869.09	\$2,020.33	
\$3,097.80	\$24,424.38	\$15,192.34	\$35,614.68	
	\$939,950.41			
-0.3%	8.1%	7.2%	7.2%	

This is an overview of benefits ONLY. Please refer to the detailed benefit summaries for more information. In the event of a discrepancy the contract or detailed benefit summary will prevail.

Employee Payroll Deductions
January 1, 2018
 Medical - Dental - Vision

	Monthly Premium	Employer Cost	Employee Cost	Effective 1/1/2018 Semi-Monthly Premium Deduction 24 Pay Deductions	Monthly Impact to Employee from 2017
BCBS HMO Plan 59 Div 04 & R04					
Employee Only	\$ 647.54	\$ 647.54	\$ -	\$ -	\$ -
Employee & Child(ren)	\$ 1,191.47	\$ 865.11	\$ 326.36	\$ 163.18	\$ 51.25
Employee & Spouse	\$ 1,541.15	\$ 1,004.98	\$ 536.17	\$ 268.08	\$ 48.28
Employee & Family	\$ 2,020.33	\$ 1,196.66	\$ 823.67	\$ 411.84	\$ 109.50
BCBS HMO Plan 45 Div 05					
Employee Only	\$ 599.07	\$ 647.54	\$ (48.47)	\$ -	\$ 3.50
Employee & Child(ren)	\$ 1,102.29	\$ 865.11	\$ 237.18	\$ 118.59	\$ 44.82
Employee & Spouse	\$ 1,425.78	\$ 1,004.98	\$ 420.80	\$ 210.40	\$ 39.96
Employee & Family	\$ 1,869.09	\$ 1,196.66	\$ 672.43	\$ 336.22	\$ 98.59
BCBS HDHP Plan 126/127 Div 02 & 03					
Employee Only	\$ 557.94	\$ 647.54	\$ (89.60)	\$ -	\$ (5.40)
Employee & Child(ren)	\$ 1,005.05	\$ 865.11	\$ 139.94	\$ 69.97	\$ 70.15
Employee & Spouse	\$ 1,300.01	\$ 1,004.98	\$ 295.03	\$ 147.51	\$ 72.73
Employee & Family	\$ 1,704.21	\$ 1,196.66	\$ 507.55	\$ 253.78	\$ 141.55
BCBS POS Plan 03559 Div 01 & R01					
Employee Only	\$ 774.45	\$ 647.54	\$ 126.91	\$ 63.46	\$ 8.54
Employee & Child(ren)	\$ 1,424.98	\$ 865.11	\$ 559.87	\$ 279.93	\$ (33.22)
Employee & Spouse	\$ 1,843.18	\$ 1,004.98	\$ 838.20	\$ 419.10	\$ (60.97)
Employee & Family	\$ 2,416.28	\$ 1,196.66	\$ 1,219.62	\$ 609.81	\$ (33.71)
Medical Opt-Out (for those waiving Health coverage)					
		\$198.82 (Monthly)	24 Pay Periods	\$99.41	No change
Guardian Dental Plan					
Base Plan					
Employee Only	\$ 24.46	\$ 24.46	\$ -	\$ -	\$ -
Employee & Child(ren)	\$ 64.89	\$ 24.46	\$ 40.43	\$ 20.22	\$ 3.68
Employee & Spouse	\$ 57.48	\$ 24.46	\$ 33.02	\$ 16.51	\$ 3.01
Employee & Family	\$ 98.62	\$ 24.46	\$ 74.16	\$ 37.08	\$ 6.75
Buy-up Plan					
Employee Only	\$ 39.75	\$ 24.46	\$ 15.29	\$ 7.65	\$ 1.39
Employee & Child(ren)	\$ 98.25	\$ 24.46	\$ 73.79	\$ 36.90	\$ 6.71
Employee & Spouse	\$ 93.13	\$ 24.46	\$ 68.67	\$ 34.34	\$ 6.25
Employee & Family	\$ 152.93	\$ 24.46	\$ 128.47	\$ 64.24	\$ 11.68
VSP - Vision					
Employee Only	\$ 9.34	\$ -	\$ 9.34	\$ 4.67	No change
Employee + One	\$ 14.94	\$ -	\$ 14.94	\$ 7.47	No change
Employee + Child/ren	\$ 15.25	\$ -	\$ 15.25	\$ 7.63	No change
Employee + Family	\$ 24.59	\$ -	\$ 24.59	\$ 12.30	No change

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Approval of Guardian renewal proposal to provide Employee Dental Insurance for 2018.

Date: November 28, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: This is the third year of Guardian providing dental insurance to the City. They have submitted a renewal agreement with a 10% increase in cost and maintaining the same benefits.

Funding: Various Department accounts

Requested Motion: "I move to approve the Employer Agreement with Guardian to provide employee dental insurance for 2018."

Attachments: Renewal Information

**Reviewed by
City Manager:** WS



COLETTE GRASTON
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST PETE BEACH, FL 33706

SUN RISK MANAGEMENT
120 6TH STREET SOUTH
ST PETERSBURG, FL 33701

Your Guardian employee benefits
renewal package is enclosed

As a valued Guardian customer, we appreciate your business and hope that you are fully satisfied with our plan offerings and services. Our commitment is to continue providing high-quality plans while placing your benefit needs first.

If you have questions about your renewal package or would like information about other benefits available for your employees, we can assist you. Contact your insurance broker or contact your Guardian Group Sales office at:

1511 North Westshore Blvd., Suite 600, Tampa, Florida, 33607-4594, (813) 472-6080.



LIFE	DENTAL	VISION	DISABILITY	ABSENCE	SUPPLEMENTAL HEALTH	STOP LOSS	ASO
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GuardianAnytime.com

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**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**CITY OF ST. PETE BEACH
GROUP PLAN # 00520169**

**RENEWAL PERIOD
January 1, 2018 - December 31, 2018**



LIFE | DENTAL | VISION | DISABILITY | ABSENCE | SUPPLEMENTAL HEALTH | STOP LOSS | ASO

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What you'll find in this package

RENEWAL INFORMATION	PAGE
Renewal Rates At-a-Glance	2
Current Plan Benefit Summaries By Product	3

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - VALUE NA					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	23	\$22.24	\$6,138	\$24.46	\$6,751
EE & SP	10	\$52.25	\$6,270	\$57.48	\$6,898
EE & CH	5	\$58.99	\$3,539	\$64.89	\$3,893
FAMILY	4	\$89.65	\$4,303	\$98.62	\$4,734
TOTAL	42		\$20,251		\$22,276

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - PPO W1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	34	\$36.14	\$14,745	\$39.75	\$16,218
EE & SP	9	\$84.66	\$9,143	\$93.13	\$10,058
EE & CH	3	\$89.32	\$3,216	\$98.25	\$3,537
FAMILY	8	\$139.03	\$13,347	\$152.93	\$14,681
TOTAL	54		\$40,451		\$44,494

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	80%	50%
Major	50%	25%
Deductible	\$50	\$100
Waived for preventive?	Yes	No
Claim Payment Basis	Fee Schedule	Fee Schedule
Maximum	\$1,250	\$1,250
Orthodontia	Included	
Lifetime Maximum	\$1,500	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$600
Rollover Amount		\$300
In-network only rollover		\$450
Max Rollover Limit		\$1,250
Dependent Age Limit		30/30

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
Deductible	\$50	\$50
Waived for preventive?	Yes	Yes
Claim Payment Basis	Fee Schedule	UCR 90%
Maximum	\$1,500	\$1,500
Orthodontia	Included	
Lifetime Maximum	\$1,500	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$700
Rollover Amount		\$350
In-network only rollover		\$500
Max Rollover Limit		\$1,250
Dependent Age Limit		30/30

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.



Thank you for choosing Guardian for your dental benefit needs.

As a dental market leader, we are committed to helping your employees save through our strong and continuously growing PPO network. As part of our ongoing growth, we are introducing a new tier of dentists offering discounted care called DentalGuard Preferred Plus.

Dentists that participate in DentalGuard Preferred Plus agree to a percent off their submitted charges. When a member visits a DentalGuard Preferred Plus dentist, benefits are based on the plan's out-of-network coverage (including coinsurance, deductibles and maximums). However, since these dentists have agreed to a discounted rate, members may save more than if they visit a dentist who is not contracted with Guardian.

Benefit certificates and policies have been updated with a disclaimer regarding the out-of-network reimbursement for DentalGuard Preferred Plus. These materials can be obtained on GuardianAnytime.com.

Enclosed is a notice you can share with your employees with Guardian dental coverage.

Please contact us at 1-800-541-7846 with any questions.

Sincerely,

The Guardian Life Insurance Company of America



LIFE	DENTAL	VISION	DISABILITY	ABSENCE	SUPPLEMENTAL HEALTH	STOP LOSS	ASO
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GuardianAnytime.com

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Thank you for choosing Guardian for your dental benefits.

The best way for you to save on dental care is to visit a dentist in our network and Guardian is committed to ensuring you have a vast selection of dentists to choose from. As part of our ongoing growth, you now have additional opportunities to save through DentalGuard Preferred Plus, a new tier of dentists within our network offering discounted care.

Dentists that participate in DentalGuard Preferred Plus agree to a percent off their submitted charges. When you visit a DentalGuard Preferred Plus dentist, benefits are based on the plan's out-of-network coverage (including coinsurance, deductibles and maximums). However, since these dentists have agreed to discounted care, you will save more than if you visit a dentist who is not contracted with Guardian.

The following example demonstrates the cost differences between the cost of a crown with a DentalGuard Preferred dentist, DentalGuard Preferred Plus dentist and an out-of-network dentist.*

	DentalGuard Preferred dentist	DentalGuard Preferred Plus dentist	Out-of-network
Patient responsibility	\$ 403	\$ 585	\$ 650

Your benefit certificates and policies have been updated with a disclaimer regarding DentalGuard Preferred Plus' out-of-network reimbursement. These materials can be obtained through www.GuardianAnytime.com.

You can find a contracted dentist at www.GuardianAnytime.com. Please contact your employer or call us at 1-800-541-7846 with any questions.

Sincerely,

The Guardian Life Insurance Company of America

*Example is for illustrative purposes only. Costs vary by plan design and location.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2017

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	89	\$0.00
\$1 - \$250	0	\$0.00
\$251 - \$500	67	\$30,650.00
\$501 - \$750	0	\$0.00
\$751 - \$1,000	0	\$0.00
Over \$1,000	0	\$0.00
TOTAL	67	\$30,650.00

75 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2017 are applied to the members Maximum Rollover Account for use starting the next benefit year.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Approval of Sun Life Financial renewal proposal to provide Employee Life and AD&D Insurance for 2018.

Date: November 28, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: This is the tenth year Sun Life Financial has provided Life and AD&D insurance to the City employees. They have submitted a renewal for the first time in seven years with an increase of .015 per \$1,000 for the City paid Life Insurance benefit of full-time employees. There is no increase to the cost of AD&D coverage or the cost of Employee Optional Life Insurance coverage.

Funding: Various Department accounts

Requested Motion: "I move to approve the Employer Agreement with SunLife Financial to provide employee Life & AD&D insurance for 2018."

Attachments: Renewal Information

**Reviewed by
City Manager:** WS



PROPOSAL

Brighter under the sun

Created for:
City of St. Pete Beach

Renewal Rates Section

Renewal Effective Date: January 1, 2018

Group Sponsor Name:	City of St. Pete Beach
Group Policy Number:	211324



Basic Life

Employee Basic Life plan design

Class 1,2

Coverage	Employees	Current monthly rate	Current monthly volume	Current monthly premium	Current annual premium
Employee Basic Life	84	\$0.250	\$4,421,680	\$1,105	\$13,265
Total current premium for Class 1,2				\$1,174	\$14,089
Rate basis: Per \$1,000 of volume					

Class 3

Coverage	Employees	Current monthly rate	Current monthly volume	Current monthly premium	Current annual premium
Employee Basic Life	3	\$3.050	\$22,500	\$69	\$824
Total current premium for Class 3				\$1,174	\$14,089
Rate basis: Per \$1,000 of volume					

Totals

Coverage	Total employees	Total current monthly volume	Total current monthly premium	Total current annual premium
Total current premium			\$1,174	\$14,089
Rate basis: Per \$1,000 of volume				
There could be income tax and ERISA implications when the employer-funded Basic Life rates are subsidized by employee-funded Optional Life rates. Subsidized rates may create additional imputed income for some employees (under IRC Section 79) and may implicate ERISA's fiduciary rules. You should review these issues with your tax and ERISA counsel before implementing a subsidized group basic and optional life plan.				

Employee Basic Life and AD&D Renewal Rates

Class 1,2

Coverage	Employees	Monthly rate	Estimated monthly volume	Estimated monthly premium	Estimated annual premium
Employee Basic Life:	84	\$0.265	\$4,421,680	\$1,172	\$14,061
Total estimated premium for Class 1,2				\$1,356	\$16,267
Rate basis: Per \$1,000 of volume					

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Class 3

Coverage	Employees	Monthly rate	Estimated monthly volume	Estimated monthly premium	Estimated annual premium
Employee Basic Life:	3	\$8.171	\$22,500	\$184	\$2,206
Total estimated premium for Class 3				\$1,356	\$16,267
Rate basis: Per \$1,000 of volume					

Totals

Coverage	Total employees	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Basic Life	87	\$4,444,180	\$1,356	\$16,267
Total estimated premium			\$1,356	\$16,267
Rate basis: Per \$1,000 of volume				
There could be income tax and ERISA implications when the employer-funded Basic Life rates are subsidized by employee-funded Optional Life rates. Subsidized rates may create additional imputed income for some employees (under IRC Section 79) and may implicate ERISA's fiduciary rules. You should review these issues with your tax and ERISA counsel before implementing a subsidized group basic and optional life plan.				

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.



Optional Life

Employee Optional Life, AD&D, and Dependent Optional Life Current Rates

Employee Optional Life				
Age band	Participating employees	Current monthly rate	Current monthly volume	Current monthly premium
Under age 20	0	\$0.090	\$0	\$0
20-24	0	\$0.090	\$0	\$0
25-29	2	\$0.110	\$60,000	\$7
30-34	5	\$0.150	\$370,000	\$56
35-39	0	\$0.170	\$0	\$0
40-44	2	\$0.190	\$110,000	\$21
45-49	5	\$0.290	\$320,000	\$93
50-54	3	\$0.430	\$360,000	\$155
55-59	2	\$0.810	\$130,000	\$105
60-64	3	\$1.250	\$150,000	\$188
65-69	2	\$2.400	\$20,100	\$48
70-74	0	\$3.890	\$0	\$0
75-79	0	\$3.890	\$0	\$0
80-84	0	\$3.890	\$0	\$0
85 and over	0	\$3.890	\$0	\$0
Rate basis: Per \$1,000 of volume				

Spouse Optional Life				
Age band	Participating employees	Current monthly rate	Current monthly volume	Current monthly premium
Under age 20	0	\$0.090	\$0	\$0
20-24	0	\$0.090	\$0	\$0
25-29	0	\$0.110	\$0	\$0
30-34	1	\$0.150	\$30,000	\$5
35-39	0	\$0.170	\$0	\$0
40-44	1	\$0.190	\$30,000	\$6
45-49	0	\$0.290	\$0	\$0
50-54	0	\$0.430	\$0	\$0
55-59	0	\$0.810	\$0	\$0
60-64	1	\$1.250	\$30,000	\$38
65-69	1	\$2.400	\$10,000	\$24
70-74	0	\$2.400	\$0	\$0
75-79	0	\$2.400	\$0	\$0
80-84	0	\$2.400	\$0	\$0
85 and over	0	\$2.400	\$0	\$0
Rate basis: Per \$1,000 of volume				

Totals

Coverage	Total participating employees	Current monthly rate	Total current monthly volume	Total current monthly premium	Total current annual premium
Employee Optional Life	24	N/A	\$1,520,100	\$672	\$8,060
Employee Optional AD&D	24	\$0.030	\$1,520,100	\$46	\$46
Spouse Optional Life	4	N/A	\$100,000	\$72	\$860
Child Optional Life	4	\$0.217	\$32,000	\$7	\$83
Total current premium				\$796	\$9,551
Rate basis: Per \$1,000 of volume					

Group Optional Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Employee Optional Life, AD&D, and Dependent Optional Life Renewal Rates

Employee Optional Life				
Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	\$0.090	\$0	\$0
20-24	0	\$0.090	\$0	\$0
25-29	2	\$0.110	\$60,000	\$7
30-34	5	\$0.150	\$370,000	\$56
35-39	0	\$0.170	\$0	\$0
40-44	2	\$0.190	\$110,000	\$21
45-49	5	\$0.290	\$320,000	\$93
50-54	3	\$0.430	\$360,000	\$155
55-59	2	\$0.810	\$130,000	\$105
60-64	3	\$1.250	\$150,000	\$188
65-69	2	\$2.400	\$20,100	\$48
70-74	0	\$3.890	\$0	\$0
75-79	0	\$3.890	\$0	\$0
80-84	0	\$3.890	\$0	\$0
85 and over	0	\$3.890	\$0	\$0
Rate basis: Per \$1,000 of volume				

Spouse Optional Life				
Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	\$0.090	\$0	\$0
20-24	0	\$0.090	\$0	\$0
25-29	0	\$0.110	\$0	\$0
30-34	1	\$0.150	\$30,000	\$5
35-39	0	\$0.170	\$0	\$0
40-44	1	\$0.190	\$30,000	\$6
45-49	0	\$0.290	\$0	\$0
50-54	0	\$0.430	\$0	\$0
55-59	0	\$0.810	\$0	\$0
60-64	1	\$1.250	\$30,000	\$38
65-69	1	\$2.400	\$10,000	\$24
Rate basis: Per \$1,000 of volume				

Totals

Coverage	Total participating employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Optional Life	24	N/A	\$1,520,100	\$672	\$8,060
Employee Optional AD&D	24	\$0.030	\$1,520,100	\$46	\$547
Spouse Optional Life	4	N/A	\$100,000	\$72	\$860
Child Optional Life	4	\$0.217	\$32,000	\$7	\$83
Total estimated premi				\$796	\$9,551
Rate basis: Per \$1,000 of volume					

Group Optional Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Basic Life

Plan design and rates

Employee Basic Life and AD&D plan design

Employee Basic Life			
Eligible employees	All Full-Time United States City Managers, City Members, Police Members and Fire Members working in the United States who are scheduled to work a minimum of 40 hours per week for Class 1		
	All Full-Time United States City Managers and City Members, Police Members and Fire Members working in the United States who are scheduled to work a minimum of 40 hours per week for Class 2		
	All Eligible Retired Employees for Class 3		
Effective Date	January 1, 2018		
	Class 1	Class 2	Class 3
Class description	All Eligible Police and Fire Members	All Eligible City Managers and other Full-Time Members	All Eligible Retirees
Waiting Period	None	First of the month following date of employment	Not Applicable
Benefit amount	1 times annual earnings	1 times annual earnings	Flat \$15,000
Maximum benefit	\$100,000	\$100,000	\$15,000
Guaranteed Issue amount	Up to the maximum benefit	Up to the maximum benefit	
Contributions	Noncontributory	Noncontributory	Noncontributory
Participation requirement	100%	100%	

Employee Basic AD&D		
Eligible employees	All Full-Time United States City Managers, City Members, Police Members and Fire Members working in the United States who are scheduled to work a minimum of 40 hours per week for Class 1	
	All Full-Time United States City managers and City Members, Police Members and Fire Members working in the United States who are scheduled to work a minimum of 40 hours per week for Class 2	
Effective Date	January 1, 2018	
	Class 1	Class 2
Class description	All Eligible Police and Fire Members	All Eligible City Managers and other Full-Time Members
Benefit amount	1 times annual earnings	1 times annual earnings
Maximum benefit	\$100,000	\$100,000
Compulsory coverage	Yes	Yes
Contributions	Noncontributory	Noncontributory
Participation requirement	100%	100%

Basic Life rates

Class 1,2

Coverage	Employees	Monthly rate	Estimated monthly volume	Estimated monthly premium	Estimated annual premium
Employee Basic Life:	84	\$0.265	\$4,421,680	\$1,172	\$14,061
Total estimated premium for Class 1,2				\$1,356	\$16,267
Rate basis: Per \$1,000 of volume					

Class 3

Coverage	Employees	Monthly rate	Estimated monthly volume	Estimated monthly premium	Estimated annual premium
Employee Basic Life:	3	\$8.171	\$22,500	\$184	\$2,206
Total estimated premium for Class 3				\$1,356	\$16,267
Rate basis: Per \$1,000 of volume					

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Totals

Coverage	Total employees	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Basic Life	87	\$4,444,180	\$1,356	\$16,267
Total estimated premium			\$1,356	\$16,267
Rate basis: Per \$1,000 of volume				
There could be income tax and ERISA implications when the employer-funded Basic Life rates are subsidized by employee-funded Optional Life rates. Subsidized rates may create additional imputed income for some employees (under IRC Section 79) and may implicate ERISA's fiduciary rules. You should review these issues with your tax and ERISA counsel before implementing a subsidized group basic and optional life plan.				

Included in this plan:

- A flat 10% broker commission
- 24-month rate guarantee from the Effective Date
- Employee age reductions: All coverage amounts reduce to 67% at age 65, 50% at age 70 for Class 1.
- Employee age reductions: All coverage amounts reduce to 67% at age 65, 50% at age 70 for Class 2.
- Employee age reductions: All coverage amounts reduce to 65% at age 65, 50% at age 70 for Class 3.
- Waiver of Premium: For employees with an approved disability prior to age 65, premium is waived until age 65 or for 12 months (whichever is later). For employees disabled on or after age 65 but prior to age 70, premium is waived for 12 months. There is no Elimination Period to satisfy before the Waiver of Premium begins. This provision is applicable to Classes 1,2

Waiver of Premium is provided on the following benefits: Employee Basic Life.

- Portability: Coverage may be ported upon termination of active employment for Classes 1,2.
- Conversion Privilege
- Employee Accelerated Death Benefit of 75% to a maximum of \$500,000 for Classes 1,2.
- If Value-Added Services Choice #1 is selected, Emergency Travel Assistance is included for all employees and their dependents, and Identity Theft Protection is included for all employees.²
- If Value-Added Services Choice #2 is selected, Claimant Support Services and Online Will Preparation are included for all employees and their dependents.²
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a layoff for Classes 1,2.
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a leave of absence approved by the policyholder for Classes 1,2.
- Coverage will be continued on a premium-paying basis for a period of 12 month(s) during a period of injury or sickness for Classes 1,2.
- Employee coverage is rounded to the next highest \$1,000 for Classes 1,2.

Class 1,2

- Earnings definition: Earnings are defined as the current earnings reported by the employer. Earnings include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. Earnings do not include commissions, bonuses, overtime, or any other compensation.
- 24-hour AD&D coverage for Classes 1,2
- Special AD&D benefits:
 - Air Bag
 - Bereavement Counselling
 - Business Travel
 - Dependent Education - Child

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

- Dependent Education - Spouse
- Helmet
- Seat Belt

Footnote information is located in the General Disclosures section on the last page of this proposal.

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Optional Life

Plan design and rates

Employee Optional Life, AD&D, and Dependent Optional Life plan design

Employee Optional Life				
Eligible employees	All Full-Time United States Police, Fire Members, City Managers and All Other Members working in the United States enrolled int the Employee Basic Life Insurance who are scheduled to work a minimum of 40 hours per week			
Effective Date	January 1, 2018			
	Class 1		Class 2	
Class description	All Eligible Police and Fire Members		All Eligible City Managers and other Full-Time Members	
Waiting Period	None		First of the month following date of employment	
Benefit amount	Increments of \$10,000		Increments of \$10,000	
Maximum benefit	\$400,000 or 5 times annual earnings, whichever is less		\$400,000 or 5 times annual earnings, whichever is less	
Guaranteed Issue amount	Lesser of current amount or		Lesser of current amount or	
	Age band	Amount	Age band	Amount
	Under age 60	\$100,000	Under age 60	\$100,000
	60-69	\$20,000	60-69	\$20,000
	70-79	\$10,000	70-79	\$10,000
	80+	\$1,000	80+	\$1,000
Participation requirement	20%		20%	

Employee Optional AD&D				
Eligible employees	All Full-Time United States Police, Fire Members, City Managers and All Other Members working in the United States enrolled int the Employee Basic Life Insurance who are scheduled to work a minimum of 40 hours per week			
Effective Date	January 1, 2018			
	Class 1		Class 2	
Class description	All Eligible Police and Fire Members		All Eligible City Managers and other Full-Time Members	
Benefit amount	Increments of \$10,000		Increments of \$10,000	
Maximum benefit	\$400,000 or 5 times annual earnings, whichever is less		\$400,000 or 5 times annual earnings, whichever is less	
Compulsory coverage	Yes		Yes	

Employee must elect Optional Life to elect Optional AD&D

Spouse Optional Life				
Eligible employees	All Full-Time United States Police, Fire Members, City Managers and All Other Members working in the United States enrolled int the Employee Optional Life Insurance who are scheduled to work a minimum of 40 hours per week			
Effective Date	January 1, 2018			
	Class 1		Class 2	
Class description	All Eligible Police and Fire Members		All Eligible City Managers and other Full-Time Members	
Spouse benefit amount	Increments of \$10,000		Increments of \$5,000	
Spouse maximum benefit	\$200,000		\$200,000	
Spouse Guaranteed Issue amount	Lesser of current amount or		Lesser of current amount or	
	Age band	Amount	Age band	Amount
	Under age 60	\$30,000	Under age 60	\$30,000
	60+	\$1,000	60+	\$1,000
Maximum % of employee coverage	50%		50%	
Spouse termination age	70		70	

Employee must elect Optional Life to elect Dependent Optional Life

Group Optional Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

ChildOptionalLife				
Eligible employees	All Full-Time United States Police, Fire Members, City Managers and All Other Members working in the United States enrolled in the Employee Optional Life Insurance who are scheduled to work a minimum of 40 hours per week			
Effective Date	January 1, 2018			
	Class 1		Class 2	
Class description	All Eligible Police and Fire Members		All Eligible City Managers and other Full-Time Members	
Child benefit amount	Increments of \$2,000		Increments of \$2,000	
Child maximum benefit	\$10,000		\$10,000	
Full child benefit begins	6 months		6 months	
Child benefit by age	birth to 14 days	\$0	birth to 14 days	\$0
	14 days to 6 months	\$500	14 days to 6 months	\$500
Child eligibility	Unmarried dependent children from 14 days to age 19 or to age 23 if full-time student		Unmarried dependent children from 14 days to age 19 or to age 23 if full-time student	
Maximum % of employee coverage	50%		50%	

Employee must elect Optional Life to elect Dependent Optional Life

Optional Life rates

Employee Optional Life				
Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	\$0.090	\$0	\$0
20-24	0	\$0.090	\$0	\$0
25-29	2	\$0.110	\$60,000	\$7
30-34	5	\$0.150	\$370,000	\$56
35-39	0	\$0.170	\$0	\$0
40-44	2	\$0.190	\$110,000	\$21
45-49	5	\$0.290	\$320,000	\$93
50-54	3	\$0.430	\$360,000	\$155
55-59	2	\$0.810	\$130,000	\$105
60-64	3	\$1.250	\$150,000	\$188
65-69	2	\$2.400	\$20,100	\$48
70-74	0	\$3.890	\$0	\$0
75-79	0	\$3.890	\$0	\$0
80-84	0	\$3.890	\$0	\$0
85 and over	0	\$3.890	\$0	\$0
Rate basis: Per \$1,000 of volume				

Spouse Optional Life				
Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	\$0.090	\$0	\$0
20-24	0	\$0.090	\$0	\$0
25-29	0	\$0.110	\$0	\$0
30-34	1	\$0.150	\$30,000	\$5
35-39	0	\$0.170	\$0	\$0
40-44	1	\$0.190	\$30,000	\$6
45-49	0	\$0.290	\$0	\$0
50-54	0	\$0.430	\$0	\$0
55-59	0	\$0.810	\$0	\$0
60-64	1	\$1.250	\$30,000	\$38
65-69	1	\$2.400	\$10,000	\$24
Rate basis: Per \$1,000 of volume				

Group Optional Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Totals

Coverage	Total participating employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Optional Life	24	N/A	\$1,520,100	\$672	\$8,060
Employee Optional AD&D	24	\$0.030	\$1,520,100	\$46	\$547
Spouse Optional Life	4	N/A	\$100,000	\$72	\$860
Child Optional Life	4	\$0.217	\$32,000	\$7	\$83
Total estimated premium:				\$796	\$9,551
Rate basis: Per \$1,000 of volume					

Included in this plan:

- A flat 10% broker commission
- 24-month rate guarantee from the Effective Date
- Employee age reductions: All coverage amounts reduce to 67% at age 65, 50% at age 70.
- Spouse age reductions: None
- Waiver of Premium: For employees with an approved disability prior to age 65, premium is waived until age 65 or for 12 months (whichever is later). For employees disabled on or after age 65 but prior to age 70, premium is waived for 12 months. There is no Elimination Period to satisfy before the Waiver of Premium begins.
Waiver of Premium is provided on the following benefits: Employee Optional Life.
- Portability: Coverage may be ported upon termination of active employment.
- Conversion Privilege
- Employee Accelerated Death Benefit of 75% to a maximum of \$500,000
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a layoff.
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a leave of absence approved by the policyholder.
- Coverage will be continued on a premium-paying basis for a period of 12 month(s) during a period of injury or sickness.
- Employee coverage is rounded to the next highest \$1,000.
- Earnings definition: Earnings are defined as the current earnings reported by the employer. Earnings include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. Earnings do not include commissions, bonuses, overtime, or any other compensation.
- 24-hour AD&D coverage
- Special AD&D benefits:
 - Business Travel
 - Seat Belt
 - Air Bag
 - Bereavement Counselling
 - Helmet
 - Dependent Education—Child
 - Dependent Education—Spouse

Group Optional Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Assumptions

- Dependents are eligible for coverage only when the employee is insured. Dependent coverage amounts are subject to state requirements.
- Coverage for dependents who are hospital-confined due to illness or injury will be effective on the date they are no longer hospital-confined. Hospital-confined does not apply to a newborn child.
- Notification of any employer-completed merger or acquisition.
- Evidence of Insurability is required for late entrants, coverage increases, and coverage in excess of the Guaranteed Issue amount.

Group Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize sending a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.

Date: November 28, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: Annually the City sends a letter to our health insurance provider acknowledging the commission level being paid to our agent of record.

Funding: N/A

Requested Motion: “I authorize sending a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.”

Attachments: Florida Blue letter

**Reviewed by
City Manager:** WS



Click the [blue](#) box above to upload a company logo.

Date: Nov 29, 2017

Florida Blue
4800 Deerwood Campus Parkway
Jacksonville, FL 32246

Re: Group Name: CITY OF ST PETE BEACH

Group Number: B6459

To Whom It May Concern,

Please allow this letter to serve as confirmation that I approve of the following commission to be paid to my agent of record by Florida Blue and acknowledge that the commission is included in the rates:

Commission Percentage: 5

AgentName: PAULA BEERSDORF

AgencyName: SUN RISK MANAGEMENT

Contract Period Effective Date: Jan 1, 2018

Contract Period End Date: Dec 31, 2018

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Officer of the Company Signature:

Revised: 12/18/2015 HH

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to execute a purchase agreement with Enforcement One, Inc in the amount of \$54,914.72 with partial funds provided by Pinellas County EMS utilizing the Florida Sheriff's Bid to replace the District Chief vehicle.

Date: 11/28/2017

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: Our District Chief vehicle was manufactured in 2005 and is in need of replacement. The current vehicle is not equipped to command large scale incidents such as multi alarm structural responses or natural disasters. The current vehicle will be moved to replace a 2001 Ford Explorer currently utilized by department fire inspectors.

The Fire Department has been in the development phase for the replacement of this vehicle for several months and worked with several manufacturing companies (Enforcement One, Inc, Hall-Mark RTC, Alan Jay) for this purchase. The unit chosen was the lowest available price and part of the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2018 bid # 8

Additional equipment will be necessary for the completion of the project including a mobile data terminal and communications devices. The total cost of these items is \$9,500.68 and will not exceed the approved \$65,000 budgeted for FY 2017 / 2018.

The department is requesting that the Commission authorize the City Manager to execute a purchase agreement with Enforcement One, Inc for the purchase of the District Chief vehicle.

Funding: Reimbursed by Pinellas County EMS for $\frac{3}{4}$ of costs up to \$50,000.00. This provides for reimbursed funding of \$37,500.00 leaving the city's cost at \$17,414.72 out of the budgeted \$65,000.00 for FY 2017 / 2018.

Requested Motion: "I move to authorize and execute a purchase agreement with Enforcement One, Inc for the replacement of the existing District Chief vehicle in the amount of \$54,914.72 priced using Florida

Sherriff's Association bid # 8 utilizing partial Pinellas County EMS funds.

Attachment:

Current EMS ALS First Responder Agreement
Enforcement One, Inc proposal

**Reviewed by the
City Manager:**

WS

2017

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF ST. PETE BEACH

OCTOBER 1, 2017

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2017, between the CITY OF ST. PETE BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

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. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in 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, 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.** ALS First Responder Profile
- Appendix B.** ALS First Responder Contractors
- Appendix C.** EMS Equipment
- Appendix D.** EMS Financial Information Attestation Form
- Appendix E.** Instructor Reimbursement Form

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a)** The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b)** The on-scene Patient care by Field Personnel.

- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter. The transport of Patients to a medical facility, in extraordinary circumstances, shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (d) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services 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:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

"Advanced Life Support" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

"Ambulance" means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix B, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix G.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified registered nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular

CME classes, specialized Courses. EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix C.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

“County” means Pinellas County, Florida, a political subdivision of the State of Florida.

“County Certified” means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

“Course” means any individual CME offering available online or through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

“Department” means the State of Florida Department of Health.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

“Emergency Medical Technician” or “EMT” means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

“Emergency Medical Services” or “EMS” means the services provided by the Contractor pursuant to Section 104.

“EMS Advisory Council” means the advisory board established by the Special Act.

“EMS Districts” means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended,

“EMS Emergency” means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

“EMS Equipment” means the equipment listed on Appendix F, as may be amended from time to time by the Executive Director.

“EMS Incident” means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

“Emergency Response” means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding 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, and 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 (except normal weather conditions for the County), 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.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training, or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules and Regulations.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority's program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System's response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach,

“Regional 9-1-1 Center” means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety

Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Transport” means the transportation of Patients to any destination by Ambulance.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter 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

REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor’s rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix F. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District as set forth in Appendix D; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) **Field Personnel.** Contractor shall make available its Field Personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical

Education training, either in classroom based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(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 this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, for:

- (1) Reviewing Patient care records in accordance with procedures established by the Medical Director.
- (2) Responding to EMS Incidents and overseeing Patient care in accordance with procedures established by the Medical Director.
- (3) Monitoring Contractors' EMS personnel to ensure compliance with CME requirements.
- (4) Monitoring Contractors' EMS personnel to ensure clinical competence and good customer service.
- (5) Attending and actively participating in EMS related meetings and quality improvement committees.

SECTION 408. STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties.

During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based

upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of paper reports and the data entry requirements of the EMS System and insure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) **Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) **Requests for Emergency Medical Assistance.** Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall

immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. Such equipment was replaced through the County's "P25 Communications System Upgrade".

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority.

Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

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 Authority 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 Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority 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(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits 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 Authority 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 Authority. Contractor shall also notify Authority 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 Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority 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 Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority 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 Authority. Nothing

herein shall be construed as consent by Contractor or Authority 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 Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2017 – 2018.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2017 – 2018. The approved budget amounts for the Fiscal Year commencing October 1, 2017, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY 2018 – 2019 through FY 2021 – 2022.** Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval. Budgets shall be prepared in the same manner as the budget submitted for FY 2017-2018, so long as said budgets are less than a three (3) percent increase from the prior Fiscal Year, and the Authority shall pay Annual Compensation to Contractor for in accordance with said approved budgets.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY17-18 are rescue units (\$200,000), medic units (\$100,000), and staff vehicles (\$50,000).

(d) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(e) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for up to 1.0% of the Fiscal Year's approved budget in accordance with Resolution 14-65 for station and overhead costs. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(f) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate no later than May 1st of the then current Fiscal Year the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$50 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any fiscal year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$60.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget

process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$750,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$60.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$100,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur

expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT.

In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. DEDUCTION FOR FAULTY DOCUMENTATION.

(a) **Faulty Documentation.** In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service.. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, , the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES. Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE. Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein.

Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix G. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds.

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually-agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To insure coordinated implementation of any improvements to the EMS System and to insure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority'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 the 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.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for two (2) years, commencing October 1, 2017 and ending at midnight September 30, 2019, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for three (3) additional one (1) year periods following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1st of each extension year. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a),

“cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party’s submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall

complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

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, sex, sexual orientation or national origin. 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, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination 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 Authority: Executive Director, Pinellas County EMS Authority
Pinellas County Emergency Medical Services
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, 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. Florida Law 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 necessary. 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.

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 Authority or Pinellas 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 the 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 Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2017.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF ST. PETE BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	St. Pete Beach
EMS District(s)	St. Pete Beach EMS District
Authority Funded Units	Medic 22 Rescue 23
Contractor Funded Units	Squad 22
EMS Coordination	EMS Administrative Coordinator – ¾ FTE
FY17-18 Annual Compensation	\$1,728,778
Projected Capital	FY17-18 Staff Vehicle - ¾ FY18-19 None FY19-20 Rescue Unit - 1 FY20-21 None FY21-22 None

Appendix B
First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Fire Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C
EMS Equipment

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority, except for equipment to be provided by Contractor listed below.
- Phillips MRx ECG Monitor/Defibrillator with the following clinical specifications: biphasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure monitoring as determined by the Medical Control Board and Authority for all Authority Funded ALS First Responder Units to include all patient cables, accessories, cases, battery chargers and batteries as needed.
- Phillips MRx ECG Monitor/Defibrillators in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department

APPENDIX D

**Pinellas County
ALS First Responder Agreement**

EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be Completed by Contractor:

City or Fire District (Contractor)	_____
Fiscal Year	_____
Name of Person Completing Form	_____
Phone Number and Email Address	_____

- | | |
|--|----------|
| 1. EMS Funding Received by Contractor | \$ _____ |
| 2. EMS Allowable Costs Incurred by Contractor | \$ _____ |
| 3. Difference (If excess, amount due to Pinellas County) | \$ _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor



INSTRUCTOR REIMBURSEMENT FORM

Agency _____
CME Instructor Name _____

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title _____ **Submitted By - Authorized Signature** _____ **Date** _____

- Notes:**
- (a) One Instructor per form
 - (b) Course Name (i.e. January CME, Public Education Class, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 - (c) For reimbursement the class must be preauthorized by PCEMS through the issuance of an Authorized Class Code.
 - (d) First Name, Last Name of person covering - must be same rank or below.
 - (e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Enforcement One, Inc
381 Roberts Road
Oldsmar, FL 34677

Quote

Date	Estimate #
11/13/2017	509

Name / Address
St. Pete Beach Fire Rescue 7301 Gulf Blvd. St. Pete Beach, FL 33706

				Project
Item	Description	Qty	Rate	Total
Misc Charge	2018 Chevy Tahoe 4x4 (RED) (CC15706)		36,418.28	36,418.28
GB2SP3*	Please see specs provided Whelen Legacy DUO LED Lightbar, 54" *need Lightbar Wizard Red/White with rear traffic advisor.	1	2,369.25	2,369.25
MKEZ93	Whelen mounting kit 2015+ Tahoe		82.80	82.80
CCSRN3	Whelen CenCom Sapphire remote programmable siren/controller	1	605.63	605.63T
SA315P	Whelen 100 watt speaker, thin profile, 123db, nylon/composite	2	163.945	327.89T
SAK55	Whelen mounting bracket for SA315 series speaker 2015-16 Tahoe Drivers side	1	28.29	28.29T
SAK56	Whelen mounting bracket for SA315 series speaker 2015-16 Tahoe Passengers side	1	28.29	28.29T
M4RW	Whelen M4 series linear SuperLED, surface mount, Red/White	2	141.00	282.00T
M4CT15B	Whelen Fog Light mt - 2015+ Tahoe, pair, black	1	53.25	53.25T
RGROMMET	Whelen grommet mount for LINZ6 series 2 Front bumper, 2 rear bumper facing out.	4	5.3625	21.45T
SSFPOS16	Whelen plug & play 100% solid state headlight & taillight flasher for '06-'13 police package Impala, '11-'13 Caprice & '07-'13 Tahoe	1	49.73	49.73T
MCRNSD	Whelen Micron Series - Split Red/White, Black Flange 3 on each running board	6	70.40	422.40T
OE45UR6	Whelen Outer Edge w/MICRON for 2015+ Tahoe (reqr 6 OEMCRN*) RAR RAR	1	764.25	764.25T
OEMCRNR	Whelen Micron for Above: Red	4	0.00	0.00
OEMCRNA	Whelen Micron for Above: Amber	2	0.00	0.00
L32LGF	Whelen L360 SuperLED Green beacon with Green dome, flat mount	1	384.00	384.00T
		Total		
Phone # 727-816-9833	FAX # 727-945-8132	E-Mail enforcementoneinc@gmail.com		Website www.enforcementone.com

Enforcement One, Inc
381 Roberts Road
Oldsmar, FL 34677

Quote

Date	Estimate #
11/13/2017	509

Name / Address
St. Pete Beach Fire Rescue 7301 Gulf Blvd. St. Pete Beach, FL 33706

				Project
Item	Description	Qty	Rate	Total
091-55-15-120	Kussmaul Super Auto Eject 15 amp/ 120VAC *Black Cover	1	228.38	228.38T
091-199-001	Kussmaul single bar graph display for AutoCharge 1000	1	100.63	100.63T
C-VS-2000-TAH-2	Havis 20" long extra wide console for 2015-16 Tahoe PPV	1	439.76	439.76T
	C-EB40-CCS-1P CenCom			
	Radio Provided by Customer			
	Radio Provided by Customer			
	C-FP** filler plates as needed			
C-HDM-214	Havis heavy duty 8.5' telescoping pole console side mount	1	93.71	93.71T
C-ARM-102	Havis armrest for console, side mount	2	55.97	111.94T
C-AP-0645-L	Havis accessory pocket 6' x 4.5' deep w/locking lid	1	71.82	71.82T
C-CUP2-1-A06	Havis 2 large cup holders in 4' plate, internal mount into Tahoe angled console	1	31.75	31.75
ENT2B3D	Sound Off Intersector LED lights *dual color Split Red/White under mirror	1	163.08	163.08
AVC22DD	Dual Avenger Red/Clear rear quarter glass	2	261.225	522.45
LINZ6D	Whelen Linear SuperLED lighthouse, split red/white side bumper	4	121.50	486.00
IOND	Whelen ION lighthouse, split Red/White w/black housing grill	4	100.00	400.00
PELCB	Whelen Perimeter Enhancement Light, SuperLED, black flange rear hatch	2	157.50	315.00
TLIR	Thin Ion red	1	91.13	91.13
TLIA	Thin Ion Amber	1	91.13	91.13
Misc Charge	Custom command center provided and installed by J & T Enterprises		6,500.00	6,500.00
MISC	Wires, Loom, Connectors, Ect		75.00	75.00
Install	Installation		2,160.00	2,160.00
			Total	
Phone #	FAX #	E-Mail	Website	
727-816-9833	727-945-8132	enforcementoneinc@gmail.com	www.enforcementone.com	

Enforcement One, Inc
381 Roberts Road
Oldsmar, FL 34677

Quote

Date	Estimate #
11/13/2017	509

Name / Address
St. Pete Beach Fire Rescue 7301 Gulf Blvd. St. Pete Beach, FL 33706

Project

Item	Description	Qty	Rate	Total
Misc Charge	GRAPHICS COST TO BE PROVIDED BY VENDOR		1,195.43	1,195.43
			Total	\$54,914.72
Phone # 727-816-9833	FAX # 727-945-8132	E-Mail enforcementoneinc@gmail.com		Website www.enforcementone.com

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to utilize the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Point Repairs not to exceed the FY18 CIP budget for Inflow and Infiltration.

Date: November 28, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The City entered into a unit rate purchasing agreement, dated December 12, 2016, with Rowland, Inc. for Wastewater System Point Repairs.

We are requesting authorization to approve purchases under the existing purchasing agreement with Rowland, Inc. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Pipe Lining and Manhole Rehabilitation, will not exceed the FY18 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration (101-6107-535-5633)

Requested Motion: “I move to approve the utilization of the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Point Repairs not to exceed the FY18 CIP budget for Inflow and Infiltration.”

Attachment: Signed Purchase Agreement

**Reviewed by the
City Manager:**

WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

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

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

7. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

8. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

9. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees incurred through all appellate proceedings.

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

17. Any and 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 Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. 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.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

(1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. **CONTRACTOR'S BID SUBMITTAL**

The company that is submitting a bid declares that he/she has extensive experience in underground utility construction and is also licensed to do so.

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

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

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"WASTEWATER SYSTEM POINT REPAIRS"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"WASTEWATER SYSTEM POINT REPAIRS"**.

COMPANY: Rowland Inc. DATE: November 3, 2016
ADDRESS: 6855 102nd. Ave. N., Pinellas Park, FL 33782 PHONE: (727) 545-3815

BY: K. D. Rowland
(SIGNATURE)
NAME: Kevin D. Rowland, President
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 3rd day
of November, 2016 [Signature]
(Notary Public)
February 24, 2018
(My Commission Expires)

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to utilize the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Manhole Rehabilitation not to exceed the FY18 CIP budget for Inflow and Infiltration.

Date: November 28, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The City entered into a unit rate purchasing agreement, dated December 12, 2016, with Rowland, Inc. for Wastewater System Manhole Rehabilitation.

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreement with Rowland, Inc. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Pipe Lining and Point Repairs, will not exceed the FY18 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration (101-6107-535-5633)

Requested Motion: “I move to approve the utilization of the Purchase Agreement with Rowland, Inc., dated December 12, 2016, for Wastewater System Manhole Rehabilitation not to exceed the FY18 CIP budget for Inflow and Infiltration.”

Attachment: Signed Purchase Agreement

**Reviewed by the
City Manager:**

WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Manhole Rehabilitation

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

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

7. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

8. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

9. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees incurred through all appellate proceedings.

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

17. Any and 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 Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. 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.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Rowland, Inc.:

Signature: KEVIN D. ROWLAND

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

(1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in underground utility construction and is also licensed to do so.

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

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

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: "WASTEWATER SYSTEM MANHOLE REHABILITATION"

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: "WASTEWATER SYSTEM MANHOLE REHABILITATION".

COMPANY: Rowland, Inc DATE: 11/2/2016
ADDRESS: 6855 152ND AVE. N. PALM BEACH PHONE: 727-545-3815
BY: [Signature]
NAME: KEVIN ROWLAND PRESIDENT
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 3rd day
of Nov, 2016
[Signature]
(Notary Public)
Feb 24 2018
(My Commission Expires)

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to utilize the Purchase Agreement with Insituform Technologies, LLC, dated December 12, 2016, for Wastewater System Pipe Lining not to exceed the FY18 CIP budget for Inflow and Infiltration.

Date: November 28, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The City entered into a unit rate purchasing agreement, dated December 12, 2016, with Insituform Technologies, LLC, for Wastewater System Pipe Lining.

We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreement with Insituform Technologies, LLC. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Point Repairs and Manhole Rehabilitation, will not exceed the FY18 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration (101-6107-535-5633)

Requested Motion: “I move to approve the utilization of the Purchase Agreement with Insituform Technologies, LLC, dated December 12, 2016, for Wastewater System Pipe Lining not to exceed the FY18 CIP budget for Inflow and Infiltration.”

Attachment: Signed Purchase Agreement

**Reviewed by the
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Insituform Technologies, LLC
Wastewater System Pipe Lining

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Insituform Technologies, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

7. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

8. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

9. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor 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 attorney's 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.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

13. 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 Agreement shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees incurred through all appellate proceedings.

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

17. Any and 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 Vendor:

Insituform Technologies, LLC
Attn.: Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. 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.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Insituform Technologies, LLC:

Signature: 

By: Diane Partridge

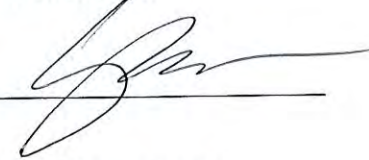
Its: Contracting and Attesting Officer

Date: 12/5/16

APPROVED AS TO FORM:


Andrew Dickman
City Attorney

City of St. Pete Beach:

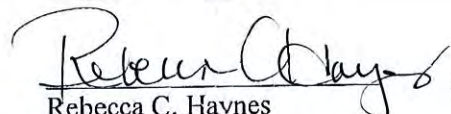
Signature: 

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:


Rebecca C. Haynes
City Clerk

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

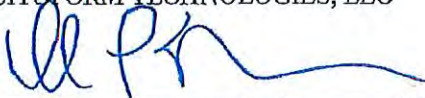
Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

EXHIBIT "A"

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

(1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. **CONTRACTOR'S BID SUBMITTAL**

The company that is submitting a bid declares that he/she has extensive experience in underground utility construction and is also licensed to do so.

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

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

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

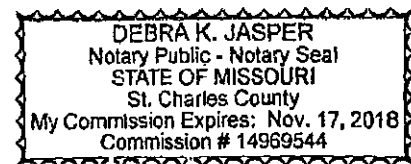
The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"WASTEWATER SYSTEM PIPE LINING"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"WASTEWATER SYSTEM PIPE LINING"**.

COMPANY: Insituform Technologies, LLC DATE: November 3, 2016
ADDRESS: 17988 Edison Avenue, Chesterfield, MO 63005 PHONE: (636) 530-8000

BY: *Diane Partridge*
(SIGNATURE)
NAME: Diane Partridge, Contracting and Attesting Officer
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 3rd day
of November, 2016 *Debra K. Jasper*
(Notary Public)
Nov 17, 2018
(My Commission Expires)



SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the bid from Jam 520, Inc., for the construction of Egan Park/Massachusetts Ave Rip Rap in the amount of \$97,988.00.

Date: November 28, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The conditions of the seawall/rip-rap along the eastern edges of Egan Park and the Massachusetts Avenue street end park have deteriorated to the point that restoration work is required. The design services of George F. Young were requested, and a design was completed and a request for bids was issued to solicit bids to perform the restoration work.

Three bids were received, the lowest of which was withdrawn by the bidder due to an error discovered during a pre-award meeting, which resulted in a price far below the estimated cost of construction.

Through the competitive bidding process, the remaining two bids were evaluated, and the City recommends that the lower of the two remaining bidders is awarded this project.

Funding: CIP – Seawall Rehab (301-8000-590-5650)

Requested Motion: “I move to approve the bid from Jam 520, Inc., for the construction of Egan Park/Massachusetts Ave Rip Rap in the amount of \$97,988.00.”

Attachment: Bid Tabulation
Contract
Jam 520, Inc Bid

**Reviewed by the
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Egan Park/Massachusetts Avenue Rip Rap Project

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Jam 520, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "Parties."

WHEREAS, the City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "A", and the City Commission authorized the selection of Contractor at its November 14, 2017 public hearing; and

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

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in the sum of Ninety Seven Thousand Nine Hundred and Eighty Eight Dollars (\$97,988.00) to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C".
4. Contractor shall provide the services, described herein no later than 120 days from the effective date or March 28, 2018. ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to

liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Contractor's full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit "C."

7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

8. Contractor agrees to permit any representative(s) of the City, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the City's personnel, to conduct such inspections and tests as it may require.

9. Contractor fully warrants that all services provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.

10. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other Parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty

of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Contractor 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.

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

13. 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 may be modified only in writing executed by all Parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be held in a court of competent jurisdiction located in Pinellas County, Florida.

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

- a. Request for Bid (Exhibit "A")
- b. Florida public records law (Exhibit "B")
- c. Contractor proposal (Exhibit "C")

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney fees incurred through all appellate proceedings.

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

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

As to Contractor:

Jam 520, Inc.
Attn.: Scott Weber
9161 131st Place N
Suite D
Largo, FL 33773

As to City:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. 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.

20. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

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

Jam 520, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

[Place City’s Request for Bids behind this page]

EXHIBIT “B”

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 “C”

[Place Contractor’s Bid Proposal behind this page]

I. CONTRACTOR'S "Official Bid Form"

The company that is submitting a bid declares that he/she has extensive experience in municipal construction and is also licensed to do so.

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

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

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"EGAN PARK / MASSACHUSETTS AVENUE RIP RAP PROJECT"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFB, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"EGAN PARK / MASSACHUSETTS AVENUE RIP RAP PROJECT"**

COMPANY: Jam 520 Inc.

DATE: 8-23-17

ADDRESS: 9161 131st PL. N. Suite D.

PHONE: (727) 288-2191

BY:

(SIGNATURE)

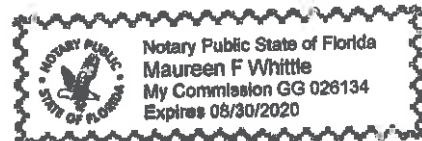
NAME: Scott Weber, Corporate Director

(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 23rd day of August, 2017

(Notary Public)

(My Commission Expires)



SUBMIT TOTAL BID PACKAGE TO:
CITY OF ST. PETE BEACH, CITY CLERK, CITY HALL

“OFFICIAL BID SCHEDULE”

Lump Sum Base Bid for:

“Egan Park / Massachusetts Avenue Rip Rap Project”

Contractor Name Jam 520 Inc.

Bidder Name/Title Scott Weber, Corporate Director

Bidder Signature _____

Date August 24th, 2017

Lump Sum \$ 97,988.00

Comments regarding base bid:

The completion date stated within the request for proposal of November 17, 2017 will be contingent upon the notice to proceed date provided by the city. In addition, this price is based upon all of the cities active permits provided within the bidding documentation and their perspective expiration dates affecting price and production time lines.

Alternates

Please include any proposed substitutions along with the proposed cost savings to this project for the City.

<i>Description</i>	<i>Cost Savings</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Bid Results - Egan Park / Massachusetts Ave Rip Rap

8/24/17 @ 10:30 AM

Streets	JAM Construction Inc.	Kamminga & Roodvoets, Inc.	Midcoast Construction Enterprises LLC
Base Bid	\$ 97,988.00	\$ 152,500.00	\$ 35,500.00

Bid Package Review

Items Required to Be Submitted with Bid	JAM Construction Inc.	Kamminga & Roodvoets, Inc.	Midcoast Construction Enterprises LLC
Bidder's Contract Proposal Form	Yes	Yes	Withdrawn
3 References (within past 5 years)	Yes	Yes	
Firm's History & Personnel Experience	Yes	Yes	
Claims/Disputes	No	No	
Bonding Capacity	Yes	Yes	
Certificate of Insurance	Yes	Yes	
Bid Bond	N/A	N/A	
Contractor Proof of License	Yes	Yes	
Contractor's Education and Training	Yes	Yes	
Addendum Acknowledgment	Yes	Yes	

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to execute the one-year renewal agreement for Fiscal Year 2017-2018 with Treasure Island and PSTA for trolley and DART Services.

Date: November 28, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: This agreement is for a one-year agreement renewal with Pinellas Suncoast Transit Authority (PSTA) to provide the City with Trolley and DART services. We continue to partner with the City of Treasure Island for these services. The cost for these services has a decrease in paratransit costs from \$6,398 to \$2,270. Paratransit costs are based on usage. The total contract amount for FY 2018 is \$531,516.

Requested Motion: "I move to authorize the City Manager to execute the one-year renewal agreement for Fiscal Year 2017-2018 with Treasure Island and PSTA for trolley and DART Services."

Attachments: FY18 Renewal and Amendment to Suncoast Beach Trolley Agreement; and
FY17 Suncoast Beach Trolley Renewal Agreement

**Reviewed by the
City Manager:** _____ *WS*

RENEWAL AND AMENDMENT TO SUNCOAST BEACH TROLLEY AGREEMENT

RENEWAL AND AMENDMENT TO SUNCOAST BEACH TROLLEY AGREEMENT (Renewal) made and entered into as of October 1, 2017, shall renew, reinstate, amend, and supplement that certain agreement entered into by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716, the CITY OF ST. PETE BEACH (SPB), a Florida municipal corporation, and the CITY OF TREASURE ISLAND (TI), a Florida municipal corporation (collectively, the “Parties) on the 6th day of September 2016 (the “Agreement”).

WHEREAS, PSTA has been providing trolley services pursuant to the Agreement in accordance with SPB and TI’s plan to promote and improve public transportation for the benefit of their respective residents, visitors, and employees; and

WHEREAS, the term of the Agreement expired on September 30, 2017; and

WHEREAS, the Parties have continued performing under the Agreement and desire to renew, reinstate, and continue performing under the Agreement on the amended terms and conditions stated herein; and

WHEREAS, unless otherwise defined in this Renewal, all capitalized terms used in this Renewal shall have the meaning defined in the Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.
2. **Contract Term.** The Agreement shall be renewed and extended effective October 1, 2017 through September 30, 2018 on the same terms, conditions, and covenants as set forth in the Agreement, except as expressly amended herein.
3. **Funding Contributions.** Exhibit 2 of the Agreement shall be amended and replaced with the First Amended Exhibit 2 attached to this Renewal and incorporated herein by reference. As of October 1, 2017, all references to Exhibit 2 throughout the Agreement shall be deemed to refer to this First Amended Exhibit 2 and the funding contributions stated therein.
4. **Conflicts.** All other provisions of the Agreement not specifically amended by this Renewal, shall remain in full force and effect. To the extent that this Renewal conflicts with the Agreement, the provisions of this Renewal shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:

Rachael Cappolla

Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

Alan S. Zimmet, General Counsel

City of St. Pete Beach, FL

Witness/Attest:

Print Name: _____

Print Name: _____

Its: _____

Approved as to content and form:

City Attorney (or designee)

By: _____

City of Treasure Island, FL

Witness/Attest:

Print Name: _____

Print Name: _____

Its: _____

Approved as to content and form:

City Attorney (or designee)

By: _____

FIRST AMENDED EXHIBIT 2
[Insert 2017 Funding Contributions]

FY 2017 Cost of Transit Services and City Allocation
October 1, 2016 - September 30, 2017

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$247,311	67%	\$494,623	\$741,934
DART Paratransit	51%	\$6,659	49%	\$6,398	\$13,057
Total		\$253,970		\$501,021	\$754,991

FY 2018 Cost of Transit Services and City Allocation
October 1, 2017 - September 30, 2018

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$264,623	67%	\$529,246	\$793,869
DART Paratransit *	68%	\$4,823	32%	\$2,270	\$7,093
Total		\$269,446		\$531,516	\$800,962

* DART Paratransit costs are estimated based on actual data from October 1, 2016 through June 30, 2017

- contact info could not be entered because
there is no vendor listed

C-17-AZ-034
Board App:

FY17 SUNCOAST BEACH TROLLEY AGREEMENT

THIS AGREEMENT made and entered into this 6th of September, 2016, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida (hereinafter referred to as "PSTA"), the CITY OF ST. PETE BEACH (SPB) and the CITY OF TREASURE ISLAND (TI), both of the latter being incorporated municipalities located in Pinellas County, Florida (hereinafter collectively referred to as "CITIES").

WHEREAS, it is the CITIES' plan to provide trolley bus service to promote and improve public transportation for the benefit of residents, visitors, and employees in said CITIES; and

WHEREAS, PSTA has offered to continue providing such service to the CITIES; and

WHEREAS, by this Agreement the parties desire to agree upon the terms and conditions for providing this transportation service.

NOW, THEREFORE, in consideration of the covenants, conditions, and mutual obligations contained herein, the parties agree as follows:

DEFINITIONS

Passenger who boards the trolley means any person boarding a trolley within the city of SPB or TI, whether the passenger pays a fare at the time of boarding or not, except children under the age of five (5) years.

1. **Service, Schedule, Routes, and Equipment.** PSTA will provide trolley bus service to the CITIES in accordance with the schedules and routes as show in Exhibit 1, which is the service provided by the Suncoast Beach Trolley and the Central Avenue Trolley (the "Fixed Route Services"). PSTA shall provide the Fixed Route Services only with a trolley bus. A different vehicle may be substituted (Substituted Vehicle) for a trolley bus, if suitable for public transportation, only because of a mechanical breakdown of a trolley bus and only when there is no backup trolley bus available for service of the route and schedule. In the event the conditions for vehicle substitution occur, in no event shall the Substituted Vehicle remain in service for more than five (5) consecutive days without prior notification to the CITIES. PSTA

shall have the authority to utilize a subcontractor to provide all or part of the service, and in that instance, PSTA shall have the sole and exclusive authority to select the subcontractor. The trolley buses utilized for this system shall be maintained in a clean and operable fashion.

2. **CITIES' Cost of PSTA Trolley Service.** The CITIES shall pay PSTA annual amounts as set forth in **Exhibit 2** and allocated between the CITIES in the following manner:
 - a. **Fixed Route** - For the portion of the cost related to Fixed Route Services provided to the CITIES, the CITY OF ST. PETE BEACH shall pay two-thirds (2/3rds) of the total cost and the CITY OF TREASURE ISLAND shall pay one-third (1/3rd) of the total cost.
 - b. **DART Paratransit** – For the portion of the cost related to DART paratransit services, the apportionment shall be based on the actual allocation of contracted DART expenses within each of the CITIES during the first three quarters of the previous fiscal year. (October through June). PSTA will provide the CITIES an accounting of this DART cost allocation by July 30th each year to establish the apportionment of DART costs as shown in **Exhibit 2**.
3. **Billing and Payments.** PSTA shall invoice the CITIES separately on the 1st day of each month, for the current month, for their respective funding contributions as shown in **Exhibit 2**. Payment shall be made to PSTA immediately upon receipt of an invoice, but in no case more than thirty (30) days from the date of the invoice.
4. **Compliance With Law.** PSTA, while in the performance of its duties under this Agreement, shall comply with all federal, state, and local laws applicable to service provided under this Agreement.
5. **Amendments to Exhibits.** The schedules and routes illustrated on Exhibit 1 are the approved schedules and routes under this Agreement. Any change to the schedules or routes of Exhibit 1, as they affect the CITIES, shall require the written consent of the parties and shall become an addendum to this Agreement.
6. **PSTA Regulations.** All applicable regulations, rules, and laws governing the riders of PSTA's service, including but not limited to PSTA's rules regarding the use of transfers or passes,

shall be complied with by all riders of the trolley service and shall and may be enforced by PSTA in its sole discretion.

7. **Uniform Fare Structure.** The fare structure for the trolley service to be provided under this Agreement shall be the same as the fare structure established by PSTA for the other portion of the beach trolley service. PSTA's fare structure in existence as of the start of this Agreement is shown in Exhibit 2 and is subject to revision as deemed appropriate by PSTA, at PSTA's sole discretion.
8. **Effective Date.** The effective date of this Agreement shall be October 1, 2016 and shall continue for a period of one (1) year.
9. **Termination Without Cause.** This Agreement may be terminated earlier by the parties without cause by providing the other parties with six (6) months prior written notice of termination.
10. **Hold Harmless.** The parties agree, to the extent allowed by law, to hold the other harmless for the negligent acts or omissions of their employees and officer, and for any violations of federal or state law or regulation, including but not limited to 42 U.S.C., §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans With Disabilities Act, and Chapter 760, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the CITIES or PSTA may be entitled to under the doctrine of sovereign immunity or §768.28, Florida Statutes. The obligations contained in this paragraph shall survive termination of this Agreement. The obligation of the CITIES and PSTA to indemnify, defend, and hold harmless the others under this Agreement is limited to the same extent that the CITIES or PSTA would otherwise be obligated directly to third persons under existing law or to the extent provided under §768.28, Florida Statutes.
11. **Notices.** All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when sent by Telex, telegram, or facsimile, or when mailed, registered or certified first class, postage pre-paid, to the persons and addresses set forth below:

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

Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

City Manager
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

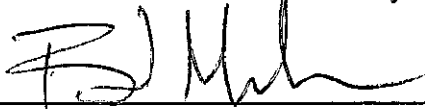
Alan S. Zimmet, PSTA General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Any of the parties may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. **Entire Agreement.** This Agreement, together with the Exhibits hereto, supersedes any and all prior negotiations, oral agreements, and representations made relating to the subject matter of this Agreement and, except for any written agreement, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire Agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties. No waiver of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall not be deemed nor construed as a further or continuing waiver of any condition or breach or a waiver of any condition or breach or a waiver of any condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.
13. **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of the parties. This Agreement may not be assigned by a party without the written consent of the other parties.
14. **Third Party Rights.** This Agreement shall create no rights or claims whatsoever in any person other than parties to the Agreement.
15. **Severance.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Executed this 6th day of September, 2016

Pinellas Suncoast Transit Authority



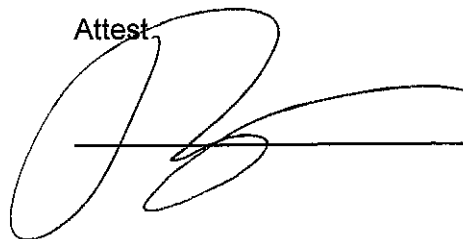
Brad Miller, Chief Executive Officer

Approved as to Form:



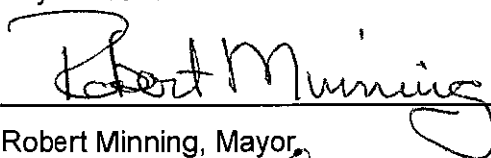
Alan S. Zimmet, General Counsel

Attest



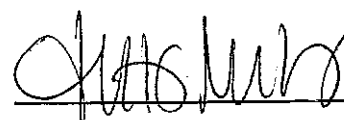
Executed this 20th day of September, 2016

City of Treasure Island



Robert Minning, Mayor

Attest



City Clerk

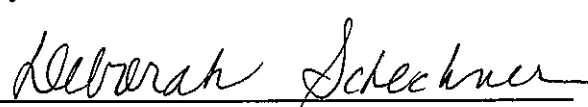
Approved as to Form:



City Attorney

Executed this 23rd day of August, 2016

City of St. Pete Beach



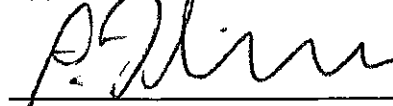
Deborah Schechner, Mayor

Attest



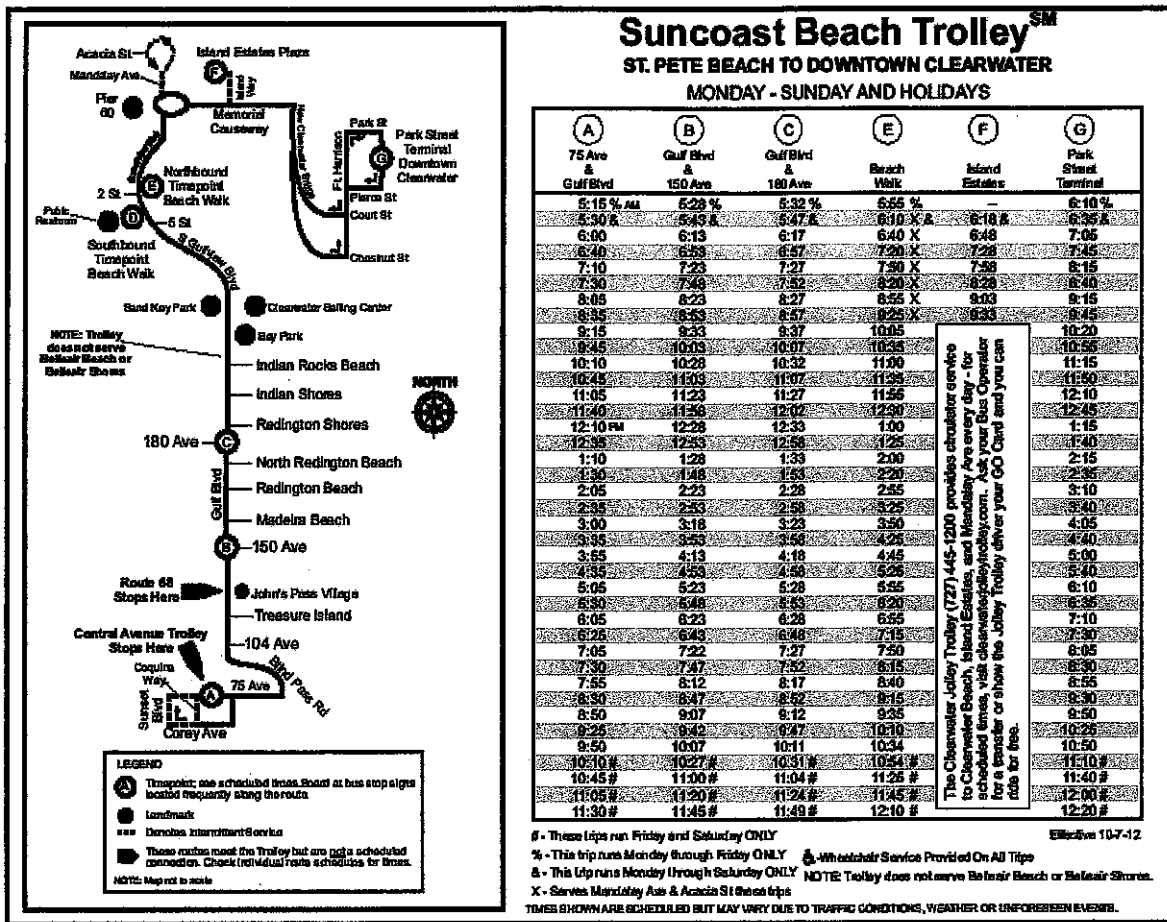
Rebecca C. Haynes, City Clerk

Approved as to Form:



City Attorney

EXHIBIT 1



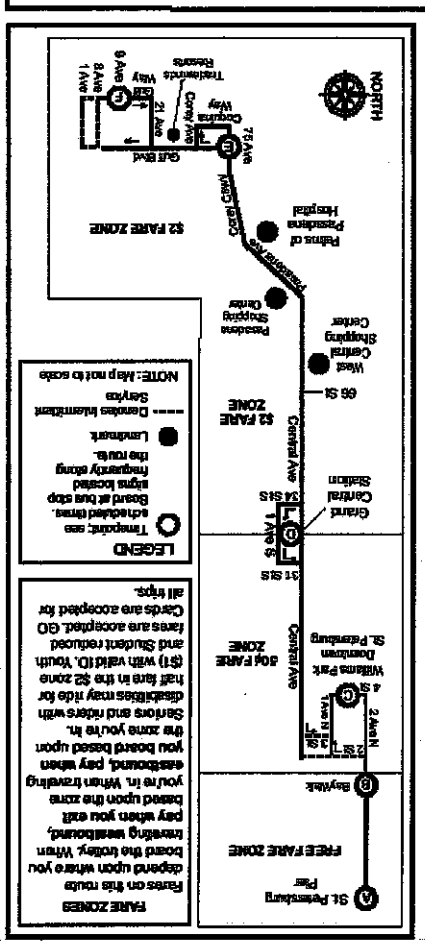


EXHIBIT 2

FY 2016 Cost of Transit Services and City Allocation October 1, 2015 - September 30, 2016

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$231,132	67%	\$462,264	\$693,396
DART Paratransit	47%	\$5,896	53%	\$6,648	\$12,544
Total		\$237,028		\$468,912	\$705,940

FY 2017 Cost of Transit Services and City Allocation October 1, 2016 - September 30, 2017

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$247,311	67%	\$494,623	\$741,934
DART Paratransit *	51%	\$6,659	49%	\$6,398	\$13,057
Total		\$253,970		\$501,021	\$754,991

* DART Paratransit costs are estimated based on actual data from October 1, 2015 through June 30, 2016

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance No 2017-12, amending Division 2 – Definitions, Division 6 – Supplemental Regulations, Division 30 – TC-1 Town Center Core District, Division 32 – CC-1 Commercial Corridor Blind Pass District, Division 33 – CC-2 Commercial Corridor Gulf Boulevard District and Division 37 – TC-2 Town Center Corey Circle and Coquina West District allowing for mobile food establishments as a conditional use and regulations for their implementation.

Date: November 28, 2017

Prepared By: Jennifer Bryla, AICP

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission held a public workshop on June 13th 2017 at which time, the Commission directed staff to develop language that could regulate “Mobile Food Establishments” (Food Trucks) within the City. The City of St. Petersburg code was the model for the staff for the most part, but diversions were made to address St. Pete Beach’s unique characteristics.

Some of the unique implementation measures were:

- The trucks would be regulated to the City’s “Downtown Core Districts” of the Community Redevelopment Area (TC-1, TC-2, CC-1 & CC-2).
- Vehicles would be required to sit on an improved surface consistent with the City’s LDC.
- Proximity of the trucks to residential areas.
- The truck must be permitted through a conditional use permit approval to allow the Commission to regulate as appropriate.

In the formulation of the Ordinance, Staff met with the business owner of the existing establishment that uses “food trucks” to receive input. Staff also had discussion with residents who had objections to the “food truck” business model. The result is the Ordinance presented which strives to address both points of view. The Ordinance also provides for an amendment to Appendix "A" of the Code of Ordinances to provide for a one time food truck fee and an annual renewal fee.

On July 17, 2017, the Planning Board held a public hearing on the ordinance and provided a recommendation of approval 5-0 in favor of its passage. The Planning Board did however recommend some changes to the Ordinance which are presented in the Staff Report.

The City Commission heard the Ordinance at first reading and made changes to the Ordinance which are indicated by a double underline.

Requested Motion: I move to approve Ordinance No. 2017-12 on final reading (read title)

Attachment: Ordinance No. 2017-12
Ordinance No. 2017-12 underline/strikethrough
Staff Report
Appendix A
Downtown Redevelopment Area Zoning Districts map

**Reviewed by
City Manager:** WS

Ordinance 2017-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR MOBILE FOOD ESTABLISHMENT PERMITS; REGULATING PERFORMANCE STANDARDS AND HOURS AND LOCATION OF OPERATION OF MOBILE FOOD TRUCKS; AMENDING DIVISION 2 – DEFINITIONS; DIVISION 6 – SUPPLEMENTAL REGULATIONS; CREATING SEC. 6.25; AMENDING DIVISION 30, SEC. 30.4 TC-1- TOWN CENTER CORE DISTRICT ALLOWABLE CONDITIONAL USES; AMENDING DIVISION 32, SEC. 32.4, CC1 - COMMERCIAL CORRIDOR BLIND PASS ROAD DISTRICT ALLOWABLE CONDITIONAL USES; AMENDING DIVISION 33, SEC 33.4, CC2 – COMMERCIAL CORRIDOR GULF BOULEVARD DISTRICT CONDITIONAL USES; AMENDING DIVISION 37, SEC. 37.5- TC-2- TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS ALLOWABLE CONDITIONAL USES; AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO PROVIDE FOR MOBILE FOOD PERMITTING FEES, PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes that mobile food vending is a specialized use with a specialized market; and

WHEREAS, the City periodically finds sections of its Land Development Code which require updating and/or amending to address the desires of the citizens and businesses of the City; and

WHEREAS, on June 13, 2017 the City Commission conducted a duly noticed public meeting to discuss the issues proposed and provide staff direction; and

WHEREAS, after due public notice, the Planning Board held a public hearing on July 17, 2017, to consider the proposed Land Development Code changes and provided recommendations to the City Commission as the Local Planning Agency.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

Sec. 2.1. – Definitions. (General Definitions for LDC) shall be amended as follows:

Mobile Food Truck Rally means any gathering of more than two (2) Class I, Class II or Class III mobile food trucks in one (1) location on a date certain and shall require a Food Truck Permit. Applications shall be made to the City in accordance with the procedures contained herein.

Mobile food truck means a vehicle which is used to vend food and beverage products and is classified as one of the following:

Class I- Mobile Kitchens. In addition to the vending of products allowed for Class II and Class III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle's location by social media or other forms of advertising.

Class II – Canteen trucks. These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location.

Class III – Ice Cream Trucks. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages.

Mobile service base means a place for food storage, the cleaning of the equipment, the filling of water tanks and proper disposal of waste water and grease and does not include the use of a private home as a mobile service base.

Vend means a motorized vehicle, including a trailer or other portable unit, which is attached to a motorized vehicle that is intended for use in vending.

Sec. 6.25 – Mobile Food Establishment

It is a violation to vend any product from a mobile food truck at any location except in compliance with the requirements of this section.

- a) *Vehicle Requirements.* A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.
- b) *Insurance Requirements.*
 - 1) **Operating in rights-of-way.** The permittee, owner or operator shall at all times maintain any insurance which the City determines to be necessary, which may include but is not limited to, General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and Environmental Liability Insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the City which shall be reasonable, based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Pete Beach shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the City with a certificate of insurance which shall be accepted by the City only after approval by the City Commission. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the City is obtained and a new certificate of insurance is provided to the City.
 - 2) **Operating in all other locations, not in rights-of-way.** A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.
 - 3) **City issued permit (as defined herein).** In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).
- c) **Open Flame Cooking.** Open flame cooking is prohibited; except that such activity may take place if permitted by the City Fire Marshall.
- d) **Noise Limitations.** Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the City.
- e) **Waste Collection.** The operator shall provide a waste receptacle for public use within 100 ft. of the truck. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.
- f) **Improved Surface.** Food trucks shall only operate from and be located on an improved surface at least 5 feet off the public right of way.

- g) **Signage.** All signage must comply with the sign section of the Land Development Code. In no case shall “A-frame” signs be permitted.
- h) **Alcohol sales.** Mobile food trucks are prohibited from selling alcoholic beverages, except as may be specifically allowed by a City issued permit in conjunction with a special event.
- i) **Business Tax Receipt.** A Mobile Food Establishment Permit is issued concurrent with the business tax receipt (BTR) confirmation. If an applicant is a resident of the City of St. Pete Beach, they will be required to obtain a BTR from the City.
- j) **Restroom facility.** Class I mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the City, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- k) **Grease disposal.** Class I mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the City.
- l) **Location.** The vending of products from a Class I mobile food truck on public rights-of-way shall be prohibited unless in conjunction with a special event permit. The vending of products from a Class I mobile food truck on private lands shall be subject to the following conditions:
 - 1. **Private property.** The vending of products from a Class I mobile food truck on private property, in conjunction with an established business is permitted only as a Conditional Use in zoning districts of the City as outlined herein.
 - 2. **Vacant property** Operation of a Class I mobile food truck is prohibited on vacant and unimproved property.
 - 3. **Permission.** A Class I mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall accompany application for the Mobile Food Truck Permit.
 - 4. **Frequency.** Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than three ~~two~~ (3) (2) days per calendar week. Class I mobile food trucks may operate at different locations as allowed herein.
 - 5. **Maximum Number of Mobile Food Trucks.** No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a special event permit.
 - 6. **Parking.** Mobile Food Trucks shall not be required to provide additional parking on the principal business site. If a Mobile Food Truck parks in a principal business required off-street provided space(s), then the principal business shall provide evidence, in the form of a site plan indicating that on-street parking exists within 800 feet of the establishment.
 - 7. **Access.** A Class I mobile food truck shall not be placed in any location that impedes the ingress or egress or building entrances or emergency exits.
 - 8. **Hours of Operation.** Class I mobile food trucks shall be permitted to operate after 7:00 a.m. and before 10 p.m. The request for extended hours

must be reviewed and approved by the City subject to the criteria contained in the Application.

9. Power. Power for all Class I mobile food trucks will be evaluated on a case by case basis during the Conditional Use process but in no case shall a generator be used within 200 feet of a residential district.

m) **CUP Expiration.** The Conditional Use permit shall automatically expire if the principal business does not hold a valid Business Tax Receipt from the City.

Sec. 30.4. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- (a) Automotive retail stores and automotive service stations with related services. Such uses shall only be allowed on lots which front directly on 75th Avenue.
- (b) Car washes.
- (c) Convenience stores without the sale of gasoline or other fuels.
- (d) Cigar shops and cigar bars
- (e) Financial institutions with drive-through service.
- (f) Pharmacies with drive-through service.
- (g) Public or private parking structures.
- (h) Bed and breakfast inns, subject to the following:
 - i. In addition to any density and intensity which may be allowed, the city shall also establish a reserve of units, not to exceed 50 total temporary lodging units for the entire Town Center Core District, which shall be allocated by ordinance of the city commission upon request of an individual property owner on a first come, first serve basis. Such allocation shall not exceed ten units per acre, or a total of ten units per redevelopment project. The remaining number of available reserve temporary lodging units shall be specified in each city commission ordinance allocating such units and each such ordinance shall provide that no units beyond those remaining available shall be allocated to any subsequent project. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation
- (i) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 32.4. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;

- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 33.4. – Conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 37.5. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows:

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial kitchen
- (c) Commercial docks-Class A, B, C and D.
- (d) Eating and drinking establishment – take-out only restaurant.
- (e) Vessel for hire (water taxis).
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

SECTION 3. “Appendix A” of the Code of Ordinances is hereby amended as illustrated in “Exhibit A,” which is attached and made a part of this Ordinance.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Ordinance 2017-12

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WHEREAS, the City Commission recognizes that mobile food vending is a specialized use with a specialized market; and

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Class II – Canteen trucks. These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location.

Class III – Ice Cream Trucks. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages.

Mobile service base means a place for food storage, the cleaning of the equipment, the filling of water tanks and proper disposal of waste water and grease and does not include the use of a private home as a mobile service base.

Vend means a motorized vehicle, including a trailer or other portable unit, which is attached to a motorized vehicle that is intended for use in vending.

Sec. 6.25 – Mobile Food Establishment

This section shall not apply to pushcart vending, roadside vending markets, vending on city park property, or vending if associated with a special event permit. It is a violation

to vend any product from a mobile food truck at any location except in compliance with the requirements of this section. or in conjunction with a valid special event permit.

a) *Vehicle Requirements.* A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.

b) *Insurance Requirements.*

1) **Operating in rights-of-way.** The permittee, owner or operator shall at all times maintain any insurance which the City determines to be necessary, which may include but is not limited to, General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and Environmental Liability Insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the City which shall be reasonable, based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Pete Beach shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the City with a certificate of insurance which shall be accepted by the City only after approval by the City Commission. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the City is obtained and a new certificate of insurance is provided to the City.

2) **Operating in all other locations, not in rights-of-way.** A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.

3) **City issued permit (as defined herein).** In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).

c) **Open Flame Cooking.** Open flame cooking is prohibited; except that such activity may take place if permitted by the City Fire Marshall.

d) **Noise Limitations.** Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the City.

e) **Waste Collection.** The operator shall provide a waste receptacle for public use within 100 ft. of the truck. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.

- f) **Improved Surface.** Food trucks shall only operate from and be located on an improved surface at least 5 feet off the public right of way.
- g) **Signage.** All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.
- h) **Alcohol sales.** Mobile food trucks are prohibited from selling alcoholic beverages, except as may be specifically allowed by a City issued permit in conjunction with a special event.
- i) **Business Tax Receipt.** A Mobile Food Establishment Permit is issued concurrent with the business tax receipt (BTR) confirmation. If an applicant is a resident of the City of St. Pete Beach, they will be required to obtain a BTR from the City. ~~A Mobile Food Establishment Permit is not required when participating in an event governed by a City issued special event permit (as defined herein).~~
- j) **Restroom facility.** Class I mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the City, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- k) **Grease disposal.** Class I mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the City.
- l) **Location.** The vending of products from a Class I mobile food truck on public rights-of-way shall be prohibited unless in conjunction with a special event permit. The vending of products from a Class I mobile food truck on private lands shall be subject to the following conditions:
1. **Private property.** The vending of products from a Class I mobile food truck on private property, in conjunction with an established business is permitted only as a Conditional Use in zoning districts of the City as outlined herein.
 2. **Vacant property** Operation of a Class I mobile food truck is prohibited on vacant and **unimproved** undeveloped property.
 3. **Permission.** A Class I mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall accompany application for the Mobile Food Truck Permit.
 4. **Frequency.** Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than ~~three~~ ~~two~~ (3) (2) days per calendar week. Class I mobile food trucks may operate at different locations as allowed herein.
 5. **Maximum Number of Mobile Food Trucks.** No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a special event permit.
 6. **Parking.** Mobile Food Trucks shall not be required to provide additional parking on the principal business site. If a Mobile Food Truck parks in a principal business required off-street provided space(s), then the principal business shall provide evidence, in the form of a site plan indicating that on-street parking exists within 800 feet of the establishment.

129 **7. Access.** A Class I mobile food truck shall not be placed in any location
130 that impedes the ingress or egress or building entrances or emergency
131 exits.

132 **8. Hours of Operation.** Class I mobile food trucks shall be permitted to
133 operate after 7:00 a.m. and before 10 p.m. The request for extended hours
134 must be reviewed and approved by the City subject to the criteria
135 contained in the Application.

136 **9. Power.** Power for all Class I mobile food trucks will be evaluated on a
137 case by case basis during the Conditional Use process but in no case shall
138 a generator be used within 200 feet of a residential district.

139 **m) CUP Expiration.** The Conditional Use permit shall automatically expire if the
140 principal business does not hold a valid Business Tax Receipt from the City.

141
142 Sec. 30.4. – Allowable conditional uses

143 Subject to the provisions or restrictions contained in this section and elsewhere in this
144 Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- 145 (a) Automotive retail stores and automotive service stations with related services.
146 Such uses shall only be allowed on lots which front directly on 75th Avenue.
147 (b) Car washes.
148 (c) Convenience stores without the sale of gasoline or other fuels.
149 (d) Cigar shops and cigar bars
150 (e) Financial institutions with drive –through service.
151 (f) Pharmacies with drive-through service.
152 (g) Public or private parking structures.
153 (h) Bed and breakfast inns, subject to the following:
154 i. In addition to any density and intensity which may be allowed, the city
155 shall also establish a reserve of units, not to exceed 50 total temporary
156 lodging units for the entire Town Center Core District, which shall be
157 allocated by ordinance of the city commission upon request of an
158 individual property owner on a first come, first serve basis. Such
159 allocation shall not exceed ten units per acre, or a total of ten units per
160 redevelopment project. The remaining number of available reserve
161 temporary lodging units shall be specified in each city commission
162 ordinance allocating such units and each such ordinance shall provide
163 that no units beyond those remaining available shall be allocated to any
164 subsequent project. This limitation shall be absolute and shall apply
165 regardless of the proposed size or density of the project requesting such
166 allocation
167 (i) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

168
169 Sec. 32.4. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 33.4. – Conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 37.5. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows:

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial kitchen
- (c) Commercial docks-Class A, B, C and D.
- (d) Eating and drinking establishment – take-out only restaurant.
- (e) Vessel for hire (water taxis).
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

SECTION 3. “Appendix A” of the Code of Ordinances is hereby amended as illustrated in “Exhibit A,” which is attached and made a part of this Ordinance.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

10/19/2017

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
11/28/2017	
Item Number Ordinance #2017-12 Type of Application Amendment to Land Development Code Division 2 - Definitions, and Division 6 – Supplemental Regulations, providing for Mobile Food Establishment Permits. Applicant City of St. Pete Beach Location City wide Project Planner(s) Jennifer Bryla, AICP, Requested Action Approval of Ordinance 2017-12 upon final reading Staff Recommendation Approval Planning Board Hearing 7/17/17 Recommendation of Approval with outlined changes. 5-0	ITEM SUMMARY: During the June 13th City Commission workshop, Staff was directed to draft an Ordinance that would provide for Class I Mobile Food Establishments. Staff has incorporated all of the talking points from the workshop into the draft ordinance. These points included: location, number, frequency, items to be sold, hours of operation, power, off-street parking, existing businesses, access considerations, insurance, signage, amplification, BTR's, fees, separation from others, restrooms, proximity to residential areas, garbage disposal, grease disposal, aesthetic concerns. These concerns are reflected in the ordinance. This Ordinance would be constructed under the supplemental regulations section of Land Development Code and added as a conditional use in the zoning districts that would permit them as a conditional use. These districts would be TC-1, CC-1, CC-2 and TC-2. The City presently has no specific regulation regarding Mobile Food Establishments. Mobile vending is prohibited on public lands via section 58.23 of the Code of Ordinances. Mobile Food Establishments would be considered mobile vending. The Mobile Food Establishments are not listed as a permitted use in section 32.2 of the Land Development Code (LDC) and as they are not listed, section 32.5 would prohibit them. Ordinance 2017-12 specifically regulates Mobile Food Establishments on private property, the prohibition on public property will in effect, unless in conjunction with a Special Event permit. 

City Commission

First Reading approval 3-2

Final Reading anticipated
(10/10/2017)

Findings

In its review of the proposed application, staff has determined:

1. The proposed application is consistent with Florida Statutes.
2. The proposed application is consistent with the Pinellas County Regional Policy Plan.
3. The proposed application is consistent with the St. Pete Beach Comprehensive Plan.
4. The proposed application is consistent with the intent of the LDC.

This current lack of guidance from the City's code has resulted in Staff's regulating through a special event permit. Special Event permits do not typically anticipate the repetitive use of a Mobile Food Establishments, but instead evaluate them for a one-time special occurrence. Ordinance 2017-12 will provide surety to businesses and citizens alike as to the City's expectation for business owners desiring to have a Mobile Food Establishment on their property.

PUBLIC NOTICE:

Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, Staff has not received oral or written comments. Oral and written comments may be presented at the public hearing.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach's Comprehensive Plan. Although the Comprehensive Plan does not regulate Mobile Food Establishments, it does say:

GOAL 2:

The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

And

Community Redevelopment District general redevelopment guidelines, standards and initiatives

2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's heritage of quality residential living complemented by resort facilities and supported by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars;

The proposed Ordinance is also consistent with the intent of the Land Development Code and further augments the regulations for supporting the City's business community.

PLANNING BOARD:

The Planning Board heard Ordinance 2017-12 on July 17th, 2017 and provided a recommendation of approval to the City Commission, with the following changes:

f) **Improved Surface.** Food trucks shall only operate from and be located on

an improved surface at least 5' off the public right of way. All pedestrian access shall be from the property interior side of the truck, furthest from the ROW.

- g) **Signage.** Mobile Food Establishments are exempt from the sign criteria outlined in Division 26 and shall be reviewed on a case by case basis through the conditional use process. All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.

The Planning Board requested that the parking requirements language be re-worked for clarity. The result of that effort is below.

6. **Parking.** Mobile Food Trucks shall not be required to provide additional parking on the principal business site. If a mobile food truck parks in an off-street provided space(s), then the principal business shall provide evidence that on-street parking exists within 800 feet of the establishment.

.

8. **Hours of Operation.** Class I mobile food trucks shall be permitted to operate after ~~7:00~~ 10:00 a.m. and before 10 p.m. The request for extended hours must be reviewed and approved by the City subject to the criteria contained in the Application.

Mobile food trucks shall be a minimum of 200' from a residential boundary.

Staff should duplicate the Conditional Use language that is in CC-1. To read as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

CITY COMMISSION:

The City Commission heard Ordinance 2017-12 on August 22nd, 2017 and approved the Ordinance 3-2 with the following changes:

* * * *

4. Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than three ~~two~~ (3) (2) days per calendar week. Class I mobile food trucks may operate at different locations as allowed herein.

* * * *

- m) The Conditional Use permit shall automatically expire if the principal business does not hold a valid Business Tax receipt from the City.

* * * *

STAFF RECOMMENDATION:

This draft Ordinance was taken primarily from the City of St Petersburg, with changes being made that directly pertain to the City of St. Pete Beach unique circumstances. During the formulation of the Ordinance, Staff looked at specific aspects of the potential business to evaluate the possible impacts on the existing businesses, surrounding communities and the City as a whole. The issues listed below will typically be reviewed, but not limited to those, during the Conditional Use process. The issues that are regulated through Ordinance 2017-12 are:

- a. What Zoning Districts the Mobile Food should be permitted:
Upon review of the Comprehensive Plan and the LDC the TC-1 &2 and CC-1&2 were the only recommended districts in order to limit this activity to the Downtown District.
- b. How many should be permitted at one time and how frequently:
The Staff took direction from the City of St. Petersburg to allow no more than two trucks on the property at any one time. Also that no more than two trucks are permitted on the property per week.
- c. What can be sold in the vehicles:
Food prepared on-site, alcohol is prohibited, open flame cooking is prohibited.
- d. How are the vehicles, when stationary powered:
To reduce the impacts to our residents, if the trucks are proposed within 200' of a residential district, they shall not use a gas generator to power the mobile kitchen but use a power source from the host business.
- e. What surface do the vehicles site on:
Consistent with the Land Development Code all parking must be done on an improved surface.
- f. What off-street parking should be incorporated:
Consistent with the City of St Petersburg, the City of St. Pete Beach would require that the truck could not sit on required off-street parking spaces.
- g. What are the hours of operation:
Consistent with the City of St Petersburg, Staff is recommending 7 am to 10 pm.
- h. What insurance should the vehicles hold separate from the business:
Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.
- i. What are the access/egress accommodations:
Consistent with the Objectives of the City's Mutli-modal Transportation Element, a truck shall not block pedestrian nor vehicular ingress or egress.
- j. What signage considerations should they have:
Division 26 outlines the permitted maximum signage per each zoning district. Staff would consider the addition of a painted mobile food truck as a component of the allowable business signage, which cannot be exceeded
- k. Can amplified music and speakers be incorporated:

	<i>Consistent with the City of St Petersburg, Staff is recommending duplication of their code language. In any case noise as a result of the Mobile Food Truck may not exceed the City's noise ordinance.</i> l. Permitting process, including BTR's and Site Plan approval: <i>Staff is recommending a permitting process that is specific to the City of St. Pete Beach in relation to BTR's and CU process.</i> m. Restroom availability: <i>Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.</i> n. Proximity to residential areas <i>This will specifically be addressed during the Conditional Use application process, however in no case shall a mobile food establishment be located closer than 200' to a residential area.</i> o. Garbage disposal: <i>Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.</i> p. Restroom facilities <i>Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.</i> Upon review of the above guiding documents, staff recommends approval of Ordinance 2017-12 as presented. Attachments (1) Ordinance 2017-12 (2) Downtown Redevelopment Area Zoning Districts map

“EXHIBIT A”

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

	Description	Amount
	Chapter 2. Administration	
	Miscellaneous fees	
	Photocopy charges:	
	Per side of page	0.15
	Per two-sided duplicated page	0.20
	Reprint of color photos up to 5" x 7"	3.00
	Reprint of color photos larger than 5"x 7"	Actual cost of duplication
	DVD or CD of meetings	5.00
	Administrative fees:	
	Returned Check fee	25.00
	Credit Card Processing Fee	2.50%
	Notarization of documents, per document	No charge
	Preparation of declaration and notarization of domicile, per preparation	7.00
	Temporary street banners permitted by chapter 122 pertaining to signs:	
	Erection by city employees	184.00
	City civic associations or charitable special events, no fee	
	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
	Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
	Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00

	Chapter 10. Amusements and Entertainment	
	Article II. Adult Entertainment Establishments	
	Permit fee for employee of licensed adult entertainment establishment	25.00
	Permit renewal fee for employee of licensed adult entertainment establishment	25.00
	Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
	Adult use business fees:	
	Adult use establishment license; fee for zoning review	375.00
	Adult use establishment nonrefundable license fee	25.00
	Annual licensing regulatory fees for adult entertainment establishments:	
	Adult theater:	
	Having only adult booths, for each booth	450.00
	Having only a hall or auditorium, for each seat	450.00
	Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
	Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
	Special adult cabaret	450.00
	Adult photographic studio	450.00
	Physical culture establishment	450.00
	Adult bookstore/video store	450.00
	Change of name of adult use establishment	5.00
	Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
	Plus, deposit for costs of administrative hearing officer	250.00
	Certified mail/postage/handling	
	Per certified letter (depending on the weight of letter)	Time & Material
	Per noncertified letter (depending on the weight of letter)	Time & Material

	Copies, per copy per letter	0.15																														
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00																														
	Chapter 26. Businesses																															
	Regulatory fee for unlicensed businesses	15.00																														
	Special Event Administrative Regulations and Fees																															
	Event fees																															
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.																															
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days																															
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies																															
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.																															
	Special event fees:																															
	<table><tr><td>Attendance</td><td>Type IA</td><td>TypeIB</td><td>Type IIA</td><td>Type IIB</td><td>Type III</td></tr><tr><td>Up to 249</td><td>\$25.00</td><td>\$50.00</td><td>\$75.00</td><td>\$100.00</td><td>TBD</td></tr><tr><td>250-500</td><td>\$50.00</td><td>\$100.00</td><td>\$250.00</td><td>\$350.00</td><td>TBD</td></tr><tr><td>501-999</td><td>\$75.00</td><td>\$150.00</td><td>\$500.00</td><td>\$650.00</td><td>TBD</td></tr><tr><td>1,000+</td><td>\$100.00</td><td>\$200.00</td><td>\$750.00</td><td>\$1,000.00</td><td>TBD</td></tr></table> Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III	Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD	250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD	501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD	1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD	
Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III																											
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1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD																											

	Beach Wedding:	
	St. Pete Beach Resident	\$100.00
	Non-Resident	\$250.00
	Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people:	
	St. Pete Beach Resident	\$50.00
	Non-Resident	\$75.00
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

	Storage of abandoned or unclaimed property, per day	10.00
	Chapter 50. Library	
	Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
	Up to 90 days	25.00
	90—180 days	50.00
	Over 180 days	100.00
	Books returned in such condition that they cannot be returned to circulation.	replacement value
	50-3 becomes 50-3-2 50-3 becomes 50-3-3 50-3 becomes 50-3-4	
	Copies from the self-service photocopy machine	0.20
	Print-outs from the public computers, per page	0.20
	Chapter 58. Parks and Recreation	
	Fees and Memberships:	
	Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
	Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
	Warren Webster	60.00
	Park/pool pavilion	25.00
	All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00
	Gymnasium	75.00
	Raymond Room	75.00
	Boca Ciega Room (entire floor)	200.00
	½ Boca Ciega Room	100.00
	Balcony Room and Board Room	20.00
	Under the CC Building and Courtyard	60.00
	Friday/Saturday/Sunday rental of Community Center	
	4 hours	

	Standard (Friday & Sunday)	1,000.00
	Premium (Saturday)	1,500.00
	6 hours	
	Standard (Friday & Sunday)	1,500.00
	Premium (Saturday)	2,000.00
	8 hours	
	Standard (Friday & Sunday)	2,000.00
	Premium (Saturday)	2,500.00
	10 or more	
	Standard (Friday & Sunday)	2,500.00
	Premium (Saturday)	3,000.00
	Additional Rental Charges:	
	Pool umbrella—Party rental	25.00
	Staff Cost:	
	Staff (min. two hours)	20.00
	Staff holiday pay (min. two hours)	45.00
	Rental of park property based on the number of anticipated attendees:	
	Residents:	
	50—100	150.00
	101—250	250.00
	251—500	350.00
	Nonresidents:	
	50—100	250.00
	101—250	350.00
	251—500	400.00
	Deposit	50.00—500.00
	Rental deposit for facilities:	
	Under 50 people	100.00
	Over 50 people	500.00
	The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule.	

	Pool (151—180 guest)	200.00
	Additional Rental Charges:	
	Pool Umbrella - Party Rental	25.00
	Staff Cost:	
	Staff (Min. 2 hrs)	20.00
	Staff Holiday pay (Min. 2 hrs)	45.00
	Chapter 62. Peddlers and Solicitors	
	Article II. Commercial Solicitations	
	Solicitation permit fee, per individual, yearly	100.00
	Chapter 78. Taxation	
	Article IV. Business License Tax	
	Business tax license application fee	10.00
	Transfer of business tax license to another person:	
	Transfer of business tax license from one location to another:	
	Not less than	3.00
	Not more than	25.00
	Chapter 82. Traffic and Vehicles	
	Parking decals:	
	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.	25.00
	City resident or nonresident owning property within city	20.00
	Parking permits:	
	Gulf Way and Eighth Avenue area:	Below
	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below

	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.25 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.25 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	\$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	\$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits \$3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	Fats Oils and Grease annual inspection fee	100.00
	Fats Oils and Grease re-inspection fee	50.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	

	Each vehicle	50.00
	Each driver	10.00
	Driver's permit fee	10.00
	Chapter 94. Waterways	
	Article IV. Water Taxis	
	Fee for water taxi permit, per year	100.00
	Renewal fee, per year	100.00
	Chapter 98. Buildings and Building Regulations	
	General site development/Site plan review-Fire:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or three stories in height.	350.00
	Re-submittals	100.00
	Building construction:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height.	350.00
	Building four stories or higher add additional fee per floor.	50.00
	Re-submittals	100.00
	Fire protection/Life safety systems:	
	Plan review, inspections and acceptance test	250.00
	Re-submittals	100.00
	Re-inspections and Red tag	50.00

	Fire prevention inspections:	
	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	<u>Mobile Food Establishment Permit</u>	<u>170.00</u>
	<u>Renewal of Mobile Food Permit</u>	<u>85.00</u>
	Site Plan Review (initial and one revision)	
	Not located In CRD Lot less than 5,000 sq. ft.	\$500.00

	Lot greater than 5,000 sq. ft.	\$1,000.00 plus \$100 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	\$1,200.00
	Lot greater than 5,000 sq. ft.	\$1,200.00 plus \$125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	\$350.00
	Zoning Review (where no building permit is required)	\$50.00
	Preliminary Plat	\$500.00 plus direct costs for review
	Final Plat	\$300.00 plus any direct costs and recording fees
	Required Mailing	\$.20 per piece plus associated mailing costs
	Planned Development Review	\$1000.00
	Each re-submittal review	\$125.00
	Temporary Use approval	\$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	\$375.00 plus direct mailing costs

	Conditional Use Permit	\$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	\$700.00 plus direct mailing costs
	Conditional Use Permit with Planning Board Review	\$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	\$250.00
	Administrative Appeal to Special Magistrate	\$500.00
	Concurrency Review	\$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	\$500.00 plus direct mailing cost
	Certificate of Appropriateness	\$50.00
	With FEMA Variance	\$100.00 plus direct mailing costs
	Land Development Code Text change	\$800.00 plus direct mailing costs
	Land Development Code Map change	\$2000 plus direct mailing costs
	Comprehensive Plan Amendment (not in CRD)	\$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs
	Sign Permit	\$25.00 plus building permit fee

	Building Permit Fees	
	Plan Review	½ of Building Permit Fee
	Building Permit Base fee	\$50.00 plus \$16.00 per \$1,000 of project valuation
	Plan Revisions	\$15.00 per sheet
	Certificate of Occupancy	\$100.00
	Conditional Certificate of Occupancy	\$100.00 for each 30 days of portion thereof
	Certificate of Completion	\$100.00
	Permit placard replacement	\$15.00
	Penalty fee for failure to post permit card	\$50.00
	Re-inspection fee	\$50.00
	Stop Work Order	\$100.00
	Permit Extension	\$50.00
	Permit Reinstatement	50% of original permit fee applied to remaining work to be completed
	Transfer of Permit	\$15.00 or 10% of original permit fee whichever is greater
	Commencement of work without permit	3 times permit fee
	Chapter 130. Vegetation	
	Tree removal permit application filing fee	25.00
	Tree removal permit appeal fee	20.00

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment \$2,668

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or 3/4"	\$2,668
1"	\$6,670
1½"	\$13,340
2"	\$21,344
3"	\$42,688
4"	\$66,700
6"	\$133,400
8"	\$213,440

WASTEWATER USER FEES

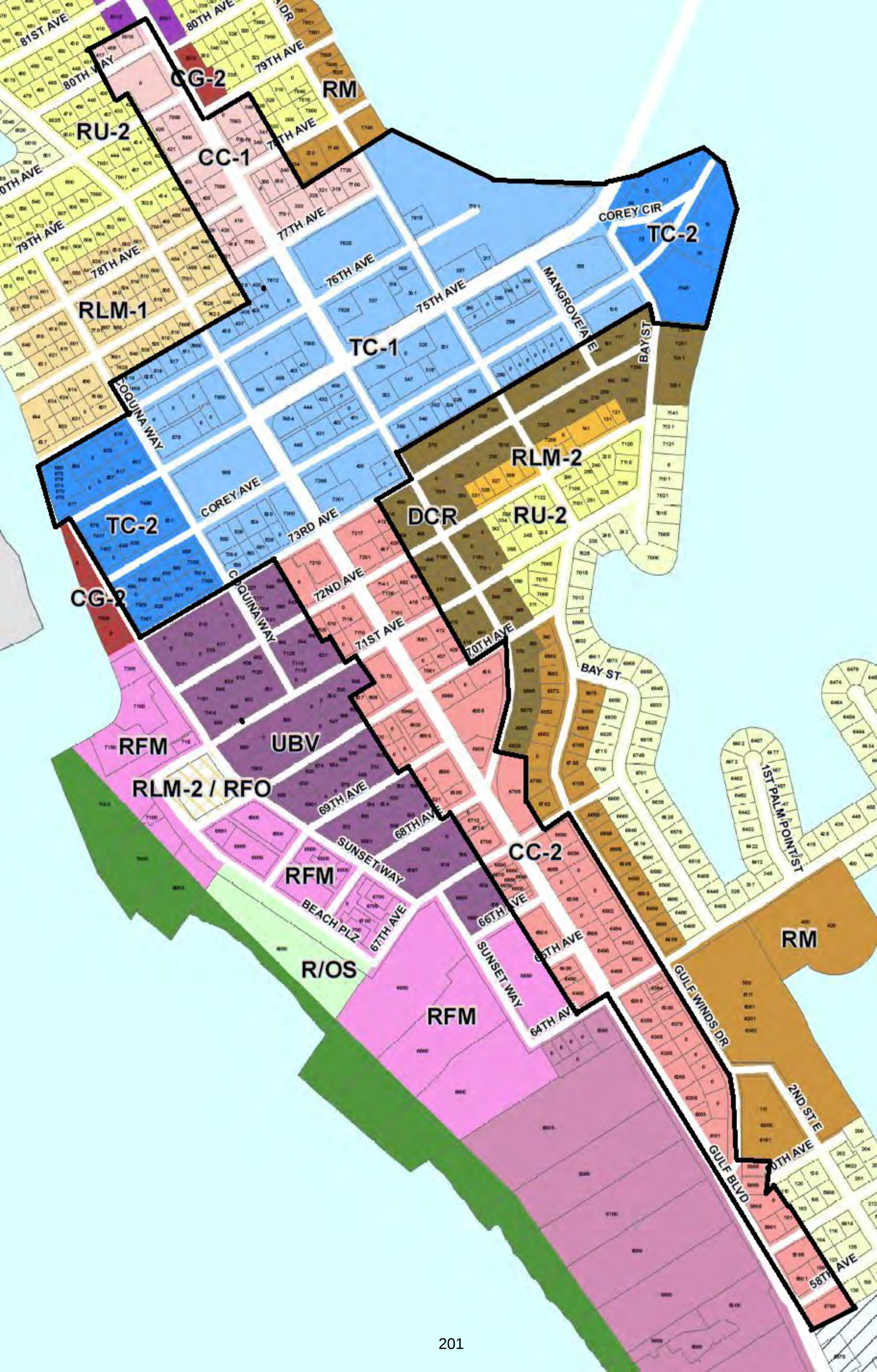
Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2017-29 – Second extension to the Temporary Moratorium on the Establishment and Operation of Medical Marijuana Dispensing Organizations and Treatment Centers

Date: November 28, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: On November 8, 2016, Florida’s voters affirmatively selected to amend the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”). The Florida Department of Health is tasked with promulgating rules and policies for the Act and Amendment 2. The City Commission will be discussing this at its workshop on December 5, 2017. To promote the effective regulations of such activities based on directions from the Commission, the City requests additional time to prepare the appropriate code.

Requested Motion: “I move to approve Ordinance No. 2017-29 on final reading (read title).”

Attachments: Exhibit A – Ordinance 2017-29

**Reviewed by the
City Manager:** *WS*

Ordinance 2017-29

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
EXTENDING THE TEMPORARY MORATORIUM ON THE
ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA
DISPENSING ORGANIZATIONS AND MEDICAL MARIJUANA
TREATMENT CENTERS WITHIN THE CITY FOR A PERIOD NOT
TO EXCEED ONE HUNDRED AND TWENTY (120) DAYS;
PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN
EFFECTIVE DATE.**

WHEREAS, in 2014 the Florida Legislature enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” (codified as §381.986, Fla. Stat.) (the “Act”) which authorized a limited number of large nurseries to cultivate, process, and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments; and

WHEREAS, the Florida Legislature in its 2016 session amended the Compassionate Medical Cannabis Act (§381.986, Fla. Stat.) to include the use of “medical marijuana” for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida’s voters approved an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”); and

WHEREAS, Amendment 2 will fully legalize the medical use of marijuana throughout the State of Florida for those individuals with specified “debilitating” conditions, and would authorize the cultivation, processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

WHEREAS, a comprehensive state licensing and regulatory framework for the cultivation, processing and dispensing of cannabis under Act of 2014 presently exists and provides that criteria for the number and location of dispensaries and other permitting requirements that do not conflict with state law or Department of Health rules may be established by local ordinance; and

WHEREAS, businesses licensed pursuant to the Act have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the State of Florida and Department of Health are required to create rules and regulations implementing the imposed Amendment; and

WHEREAS, to promote the effective regulation of such activities, the City Commission wishes to provide City staff with additional time to preserve the status quo while researching, studying, and analyzing the potential impact of dispensing facilities within the City's boundaries upon adjacent uses and the surrounding areas, including its effect on traffic, congestion, surrounding property values, demand for City services including inspections and increase police monitoring, and other aspects of the operation of dispensing facilities impacting the general welfare of the community; and

WHEREAS, due to the historical prohibition of marijuana, the City of St. Pete Beach, Florida does not currently have any land development codes governing the use of real property for purposes of cultivating, processing, distributing or selling marijuana or related activities and such uses are neither lawfully existing nor permissible within the City; and

WHEREAS, to promote effective land use planning if a dispensing organization should seek to operate within the City, the City Commission wishes to allow City staff additional time in order to preserve the status quo while researching, studying and analyzing the potential impact of Medical Marijuana dispensing organizations and Medical Marijuana Treatment Centers upon nearby properties; and

WHEREAS, the City Commission finds that extending its temporary moratorium until adequate regulations have been developed, considered and adopted is in the best interest of the health, safety and general welfare of the community and the residents of the City.

WHEREAS, the City Commission finds it in the best interest of the citizens of St. Pete Beach to extend the moratorium on medical marijuana dispensing organization and medical marijuana treatment centers for an additional one hundred and twenty (120) days from the expiration of Ordinance #2017-11.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

SECTION 2. The City Commission hereby extends the medical marijuana moratorium imposed on the establishment and operation of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers (as referenced in §381.986 and Constitutional Amendment 2, respectively) within the corporate limits of the City of St. Pete Beach, Florida. Said extension will allow City staff additional time to review the regulations that will be imposed by the State of Florida and Department of Health. While the medical marijuana moratorium is in effect, the City shall not accept, process or approve any application relating to the establishment or operation of a Medical Marijuana Dispensing Organization or Medical Marijuana Treatment Center. Nothing in this temporary medical marijuana moratorium shall be construed to prohibit the medical use of medical marijuana or low-THC cannabis by a qualifying or eligible patient, as determined by a licensed Florida physician, pursuant to

Amendment 2, Fla. Stat. § 381.986 or other Florida law, as applicable.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption, but shall terminate one hundred and twenty (120) days after the expiration of Ordinance #2017-11, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2017-31: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the General, Capital Improvement, Wastewater, Reclaimed Water, and Stormwater Funds.

Date: November 28, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The intent of Ordinance 2017-31 is to maintain funding for pending projects and services that would otherwise be impacted by the fiscal year closing process. The FY 2018 budget will be adjusted to incorporate available funds derived from FY 2017 that have either been encumbered but not yet expended, or which remain available based on project implementation schedules.

Staff recommends the following supplemental appropriations to the General, Capital Improvement, Wastewater, Reclaimed Water, and Stormwater Funds:

1. Increase funding for capital projects and vehicle replacements by \$24,103,721:
 - a. General Fund: \$207,332
 - b. Capital Improvement Fund: \$22,164,037
 - c. Wastewater Fund: \$1,578,703
 - d. Stormwater Fund: \$153,649
2. Increase funding for operating expenditures by \$390,920:
 - a. General Fund: \$360,584
 - b. Wastewater Fund: \$27,836
 - c. Reclaimed Water Fund: \$500
 - d. Stormwater Fund: \$2,000
3. Increase revenue estimates by \$6,911,292:
 - a. Capital Improvement Fund: \$3,315,437
 - b. Stormwater Fund: \$3,595,855

Funding: Funding will be carried forward from FY 2017 outstanding encumbrances and available balances. Appendix A provides the line item allocation of revenues and expenditures.

Requested Motion: "I move to approve Ordinance 2017-31 on first reading (read title)."

Attachment: Ordinance 2017-31
Appendix A

**Reviewed by the
City Manager:** WS

Ordinance 2017-31

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS TO THE GENERAL, CAPITAL IMPROVEMENT, WASTEWATER, RECLAIMED WATER, AND STORMWATER FUNDS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2018 budget; and

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, the fiscal year 2018 budget includes revenue and expenditures as adopted by Ordinance 2017-20; and

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments; and

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures derived from fiscal year 2017 outstanding encumbrances and available balances.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

SECTION 2. The City of St. Pete Beach fiscal year 2018 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

City of St. Pete Beach
Ordinance 2017-31

Appendix A

Project	Account No.	Carry Forward
Capital projects and vehicle replacements:		
Fire Station 23 kitchen improvements	001.5801.522.5621	26,991
Public Works vehicle replacement	001.6101.519.5641	19,000
Dump truck replacement	001.6103.541.5641	85,021
Entrance signs	001.6103.514.5650	50,000
Server replacement	001.5501.513.5649	26,320
Blind Pass Road	301.8000.590.5650	5,731,828
Pass-a-Grille Way phase 1	301.8000.590.5650	2,937,756
Library renovations	301.8000.590.5650	200,000
Pass-a-Grille Way phase 2	301.8000.590.5650	11,591,998
Gulf Blvd. undergrounding	301.8000.590.5310	979,850
Don Vista improvements	301.8000.590.5650	98,900
Library repairs	301.8000.590.5650	365,065
Facility improvements	301.8000.590.5650	14,340
Dune walkovers	301.8000.590.5650	115,680
Egan Park	301.8000.590.5650	98,620
Facility security	301.8000.590.5650	30,000
Inflow & infiltration	101.6107.535.5633	541,989
Valve vault repair	101.6107.535.5638	135,871
North sewer expansion	101.6107.535.5639	435,000
South sewer expansion	101.6107.535.5640	418,409
Van replacement	101.6107.535.5641	47,434
Stormwater improvements	103.6108.537.5655	153,649
		\$ 24,103,721
Operating expenditures:		
Avocette PDF integration	001.5401.515.5310	19,500
Police pension contributions	001.5701.521.5220	233,448
City Manager's office desk	001.5201.512.5649	2,545
Placemaking design study	001.5401.515.5310	1,600
Community Development software	001.5401.515.5310	25,148
Software implementation/training	001.5401.515.5310	8,000
Library dividing wall	001.5602.571.5461	1,149
Bunker boots	001.5801.522.5526	2,200
Engineering/inspection services	001.6101.519.5310	2,440
Engineering/inspection services	001.6101.519.5310	6,600

City of St. Pete Beach
Ordinance 2017-31

Appendix A

Project	Account No.	Carry Forward
Engineering/inspection services	001.6101.519.5312	8,960
Engineering/inspection services	001.6101.519.5312	2,800
Mobile GIS software	001.6101.519.5529	3,804
Mobile GIS training	001.6101.519.5529	7,500
Pavement assessment	001.6103.541.5310	2,132
Pavement marking	001.6103.541.5469	1,342
Seawall and bench repairs	001.6103.541.5469	12,136
Dumpster enclosure gate repair	001.6104.572.5310	1,420
Egan Park floor restroom repairs	001.6104.572.5461	1,945
Sand bags	001.6104.572.5529	6,700
Community Center electrical service	001.6106.572.5461	2,225
Community Center concrete work	001.6106.572.5461	3,373
Community Center AED	001.6106.572.5461	1,501
Community Center water fountains	001.6106.572.5461	2,117
Engineering/inspection services	101.6107.535.5310	4,000
Engineering/inspection services	101.6107.535.5310	5,500
Pump rebuild	101.6107.535.5462	1,375
Lift station 10 motor repairs	101.6107.535.5462	4,143
Lift station 9 motor repairs	101.6107.535.5462	1,467
Lift station 2 motor repairs	101.6107.535.5462	9,201
Manhole rings and risers	101.6107.535.5529	2,150
Engineering/inspection services	102.6108.537.5310	500
Engineering/inspection services	103.6108.537.5312	2,000
		\$ 390,920
Grant/interlocal revenue:		
Blind Pass Road (FDOT)	301.334.390	1,000,000
Blind Pass Road (FDEP)	301.334.390	500,000
Highway landscaping (FDOT)	301.334.400	60,000
Dune walkovers (Pinellas County)	301.337.000	120,000
Library renovations (PPLC)	301.337.000	152,865
Pass-a-Grille Way phase II (Pinellas County)	301.337.300	1,482,572
Pass-a-Grille Way phase II (SWFWMD N712)	103.334.620	3,284,121
Blind Pass Road (SWFWMD N607)	103.334.620	311,734
		\$ 6,911,292

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2017-28 An Ordinance of the City of St. Pete Beach modifying the annual Capital Improvement Schedule as illustrated in Exhibit A, as per CH. 163.3177(3)(b) F.S

Date: November 28th, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue This Ordinance is a result of a City initiated amendment to provide for the annual modification of the Capital Improvement Schedule of the Capital Improvement Element pursuant to 163 FS. The Ordinance is reflecting the City Commission adopted 2017-2018 budget and capital improvement program for fiscal year 18 – 22. The Ordinance was reviewed by the Planning Board sitting as the Local Planning Agency on November 13th, 2017 and they provided a recommendation of approval to the City Commission 5-0.

Upon approval, the modified Capital Improvement Schedule will be filed with the Department of Economic Opportunity as a fulfilled requirement of Chapter 163.3177. This modification to the previous Capital Improvement Schedule is a component of the annual update to the Capital Improvement Element and not deemed an amendment to the Element itself as provided for in F.S.

Requested Motion: “I move to approve Ordinance 2017-28 on first reading (read title).”

Attachment: Agenda Report
Staff Report
Ordinance 2017-28
Exhibit A – Capital Improvement Schedule
Exhibit B – Capital Improvement Element

**Reviewed by the
City Manager:**

WS

Ordinance 2017-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, MODIFYING THE ANNUAL CAPITAL IMPROVMENTS SCHEDULE AS ILLUSTRATED IN EXHIBIT “A”, AS PER CH. 163.3177(3)(b) F.S.; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Statutes chapter 163.3177(3)(a) requires the local government to adopt and incorporate a Capital Improvement Element into its Comprehensive Plan; and

WHEREAS, the Florida Statutes chapter 163.3177(3)(b) requires the Capital Improvement Element be reviewed annually and adopt a Capital Improvements Schedule as part of the City’s budgeting process; and,

WHEREAS, the Florida Statutes chapter 163.3177(3)(b) authorizes the modification of its annual Capital Improvements Schedule by ordinance which is not deemed an amendment to the Comprehensive Plan; and

WHEREAS, the list of Capital Improvements shown in the Schedule includes all metropolitan planning organization’s transportation improvement program to the extent that they were used to ensure the City’s transportation levels of service were maintained; and

WHEREAS, the list of Capital Improvements shown in the Schedule, includes coordination with the water management district regarding water supply resources; and

WHEREAS, the City through the Finance and Budget committee reviewed, established priorities, and ranked Capital Improvement projects on June 6, 2017; and

WHEREAS, the City Commission deems this ordinance is in the best interest, health, safety and welfare of the citizens and visitors of the City.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

SECTION 2. The Capital Improvement Schedule for years 2018-2022 is attached as Exhibit “A”.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon final passage and adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

Alan Johnson, MAYOR

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
11/28/2017	
Item Number Ord #2017-28 Type of Application Ordinance of the City of St. Pete Beach modifying the annual Capital Improvement Schedule as illustrated in Exhibit A, as per CH. 163.3177(3)(b) F.S. Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP, Requested Action Approval of First Reading of Ordinance 2017-28 Staff Recommendation Approval City Commission First Reading (11/28/2017) anticipated	ITEM SUMMARY: This Ordinance is a result of a City initiated amendment to provide for the annual modification of the Capital Improvement Schedule of the Capital Improvement Element pursuant to 163 FS. The Ordinance is reflecting the City Commission adopted 2017-2018 budget and capital improvement program for fiscal year 18 – 22. As is customary, the Finance and Budget Committee reviewed the complete Capital Improvement Schedule and ranked each project. The Finance and Budget Committee then make a recommendation to the City Commission as a component of the budgeting process. This was done and the Commission adopted the 2018 budget on September 19, 2017. This modification to the previous Capital Improvement Schedule is a component of the annual update to the Capital Improvement Element and not deemed an amendment to the Element itself as provided for in 163.3177(3)(b) F.S. PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no oral or written comments have been received. Oral and written comments may be presented at the public hearing. 

Findings

In its review of the proposed Ordinance, staff has determined:

1. The proposed application is consistent with Florida Statutes.
2. The proposed application is consistent with the Pinellas County Regional Policy Plan.
3. The proposed application is consistent with the intent of the St. Pete Beach Comprehensive Plan.
4. The proposed application is consistent with the intent of the LDC.

COMPREHENSIVE PLAN /LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the Comprehensive Plan's Capital Improvements Element. This is evidenced by the following:

Policy 4.1.1

Publicly funded infrastructure inside the coastal high hazard area shall be limited to the following:

- The expenditure for the maintenance, repair or replacement of existing facilities.
- The expenditure for restoration or enhancement of natural resources or public access.
- The expenditure needed to address an existing deficiency identified in the Capital Improvements Element of this plan.
- The expenditure for the retrofitting of storm water management facilities for water quality enhancement of storm water runoff.
- The expenditure for the development or improvement of public roads and bridges identified in the Transportation Element or Capital Improvements Element of this plan.
- The expenditure for a public facility necessary to ensure public health and safety.

And:

Goal I

The City shall undertake fiscal actions necessary to provide and maintain public facilities for all residents, within its jurisdiction, at the adopted levels of service.

Objective 1.1

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements which are designed to correct existing deficiencies identified in this element.

The Ordinance is consistent with the intent strategies of the City's Land Development Code. Specifically:

Sec. 29.1. - Purpose and declaration of public policy.

- (a) The city commission declares as a matter of public policy that the concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act [F.S. § 163.3161 et seq.] are a public necessity, and are important in the protection and enhancement of the quality of life in the city as well as the county and the state.
- (b) The purpose of this division is to ensure the availability of public facilities and the adequacy of those facilities at adopted levels of service concurrent with the impacts of development. This intent is implemented by means of a concurrency management system which shall measure the potential impact of a development permit application upon the adopted minimum acceptable level of services, as provided in the capital improvements element of the Comprehensive Plan.

	FINANCE AND BUDGET COMMITTEE: The Finance and Budget Committee has reviewed and prioritized the five-year Capital Improvements Schedule on June 6th, 2017. The prioritization was based on the criteria in the CIE Policy 1.1.4. Their findings are presented in Exhibit “A”. PLANNING BOARD: The Planning Board sitting as the Local Planning Agency (LPA) heard the Ordinance at their regularly scheduled meeting on November 13th and provided a recommendation to the City Commission of 4-0 (Ohlhaber, Shavlan) There was no public comment on the item at the hearing. STAFF RECOMMENDATION: Upon review of the City’s guiding documents and those of the County and State, staff recommends approval of Ordinance 2017-0028.

Exhibit A
City of St. Pete Beach
FY 2018 - FY 2022 Capital Improvement Plan

Summary

Project Description	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total	Score
Wastewater Inflow and Infiltration Repairs	1,300,000	500,000	300,000	300,000	300,000	2,700,000	78.05
Pump Replacement Stock	120,000	-	-	-	-	120,000	77.25
Sub-Aqueous Condition Assessment	175,000	-	-	-	-	175,000	77.25
Boca Ciega Isle Drive Stormwater Improvements	350,000	-	-	-	-	350,000	76.55
Fire Station 22 Facility Improvements	40,000	-	-	-	-	40,000	72.95
Lift Station Repair and Replacement	340,000	240,000	220,000	-	-	800,000	71.80
Alley Improvements	100,000	-	-	-	-	100,000	69.90
ADA Plan	50,000	50,000	50,000	50,000	50,000	250,000	68.50
Gulf Winds Drive Reconstruction	-	400,000	1,500,000	1,500,000	-	3,400,000	65.05
Sewer Expansion North	100,000	-	-	-	-	100,000	64.65
Sewer Expansion South	3,000,000	2,000,000	-	-	-	5,000,000	64.65
Valve Vault Repair	150,000	-	-	-	-	150,000	59.25
Street Rehabilitation	750,000	650,000	650,000	650,000	650,000	3,350,000	58.90
Flow Monitoring System	65,000	-	-	-	-	65,000	56.40
GIS Integration System	80,000	-	-	-	-	80,000	56.00
Library Improvements	100,000	-	-	-	-	100,000	54.60
Reclaimed Water Improvements	200,000	200,000	200,000	200,000	200,000	1,000,000	54.55
Pump Rehabilitation	-	180,000	180,000	180,000	180,000	720,000	54.50
Dune Walkover Replacement	120,000	-	-	-	-	120,000	53.30
Pass-a-Grille Restrooms	120,000	-	-	-	-	120,000	49.20
Playground Equipment Replacement	88,000	60,000	-	-	-	148,000	48.60
Stormwater Improvements	600,000	600,000	600,000	600,000	600,000	3,000,000	48.50
Seawall Rehabilitation	100,000	100,000	100,000	100,000	100,000	500,000	48.15
Fire Department Dock	35,000	-	-	-	-	35,000	48.10
Hurley Field Renovation	-	-	177,500	-	-	177,500	47.65
Blind Pass Stormwater Basin Connections	-	200,000	200,000	200,000	200,000	800,000	47.25
Beach Rinse Stations	70,000	-	-	-	-	70,000	46.75
Facilities Security Assessment and Improvement	30,000	-	-	-	-	30,000	41.05
1st Ave. Jetty and Beach Improvements	100,000	-	-	-	-	100,000	40.75
Don Vista Improvements	100,000	-	-	-	-	100,000	39.25
Facility Improvements	50,000	50,000	50,000	50,000	50,000	250,000	30.80
Public Property Beautification	100,000	50,000	50,000	50,000	50,000	300,000	27.90
Gulf Blvd. Electric Undergrounding	4,500,000	-	-	-	-	4,500,000	25.35
Place Making Improvements	75,000	-	-	-	-	75,000	22.85
Total	\$ 13,008,000	\$ 5,280,000	\$ 4,277,500	\$ 3,880,000	\$ 2,380,000	\$ 28,825,500	
Funding Sources							
Capital Projects Fund (GF Transfer)	1,388,648	640,000	2,077,500	1,900,000	900,000	6,906,148	
Capital Projects Fund (Penny for Pinellas)	369,352	720,000	-	-	-	1,089,352	
Wastewater Fund	4,290,000	920,000	700,000	480,000	480,000	6,870,000	
Reclaimed Water Fund	200,000	200,000	200,000	200,000	200,000	1,000,000	
Stormwater Fund	1,090,000	800,000	1,050,000	1,050,000	800,000	4,790,000	
Debt Proceeds	-	2,000,000	-	-	-	2,000,000	
Interlocal Agreement	4,500,000	-	-	-	-	4,500,000	
Grants	170,000	-	250,000	250,000	-	670,000	
State Appropriation	1,000,000	-	-	-	-	1,000,000	
Total	\$ 13,008,000	\$ 5,280,000	\$ 4,277,500	\$ 3,880,000	\$ 2,380,000	\$ 28,825,500	

VIII. Capital Improvements

GOAL 1:

The City shall undertake fiscal actions necessary to provide and maintain public facilities for all residents, within its jurisdiction, at the adopted levels of service.

Objective 1.1

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements which are designed to correct existing deficiencies identified in this element.

Policy 1.1.1

The City shall evaluate and establish priorities for projects proposed for inclusion in the five-year schedule of improvements.

Policy 1.1.2

The City shall annually develop and update a multi-year Capital Improvement Plan (CIP).

Policy 1.1.3

The City shall adopt a Capital Improvements budget and amend its Five-Year Capital Improvements Schedule on an annual basis.

Policy 1.1.4

Proposed capital improvement projects shall be evaluated and priorities established according to the following guidelines:

- Project is needed to eliminate a proven or obvious hazard to public health and safety;
- Project is needed to fulfill a legal commitment by the City;
- Project is needed to preserve, maintain, refurbish, achieve full use, or replace existing facilities;
- Project will provide or bring an existing facility up to an adopted level of service;
- Project will increase efficiency or use of existing facilities, prevents or reduces future improvement cost, or provides service to all residents equitably;
- Project furthers policies adopted in other elements of this plan;
- Project needed to accommodate facility demands resulting from new development or re-development;
- Project will increase the economic base or quality of life of the residents;
- Budget impact of project, both capital and operating, will be considered and committee will consider financial feasibility of project; and
- Project will be reviewed for consistency with plans of other agencies having responsibility for public facilities within the jurisdiction.

Policy 1.1. 5

As appropriate, efforts shall be made to secure grants or private funds on a continuing basis whenever available to finance capital improvements.

Policy 1.1.6

It is the policy of the City to set a capital improvements cost threshold of \$25,000 for projects to be included in the Capital Improvements Element of the City's adopted Comprehensive Plan.

Policy 1.1.7

Existing and anticipated capacity deficiencies identified in other elements of this Plan may be corrected according to the Capital Improvements adopted via Ordinance, subject to the annual review of the CIE Capital Improvements Element by the City Commission.

City of St. Pete Beach
FY 2018 - FY 2022 Capital Improvement Plan

Summary							
Project Description	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total	Score
Wastewater Inflow and Infiltration Repairs	1,300,000	500,000	300,000	300,000	300,000	2,700,000	78.05
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Sewer Expansion South	3,000,000	2,000,000	-	-	-	5,000,000	64.65
Valve Vault Repair	150,000	-	-	-	-	150,000	59.25
Street Rehabilitation	750,000	650,000	650,000	650,000	650,000	3,350,000	58.90
Flow Monitoring System	65,000	-	-	-	-	65,000	56.40
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Total	\$13,008,000	\$5,280,000	\$4,277,500	\$3,880,000	\$2,380,000	\$28,825,500	
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Stormwater Fund	1,090,000	800,000	1,050,000	1,050,000	800,000	4,790,000	
Debt Proceeds	-	2,000,000	-	-	-	2,000,000	
Interlocal Agreement	4,500,000	-	-	-	-	4,500,000	
Grants	170,000	-	250,000	250,000	-	670,000	
State Appropriation	1,000,000	-	-	-	-	1,000,000	
Total	\$13,008,000	\$5,280,000	\$4,277,500	\$3,880,000	\$2,380,000	\$28,825,500	

Objective 1.2

The City shall manage its debt in a manner to retain the integrity of its fiscal resources.

Policy 1.2.1

The City shall not incur any form of indebtedness that would result in reducing its ability to be rated for a bond issue.

Policy 1.2.2

The City shall confine long-term borrowing to capital improvements too large to be financed from current revenues.

Policy 1.2.3

The City Commission will only approve bond issues structured to be paid back within a period not to exceed the expected useful life of the capital project.

Policy 1.2.4

Where possible, special assessment, revenue, or other self-supporting bonds will be used instead of general obligation bonds.

Policy 1.2.5

Total debt service for general obligation debt shall not exceed 10 percent of net operating revenues.

Objective 1.3

The City shall utilize its fiscal resources to eliminate any identified existing deficiencies and ensure the provision of needed capital improvements at adopted levels of service as specified in the elements of the comprehensive plan.

Policy 1.3.1

The City, through its representative on the Pinellas Planning Council, shall work with other governmental jurisdictions to establish a strategy to ensure that the entire cost of providing necessary capital facilities, at adopted levels of service, for any future development or redevelopment within the jurisdiction shall not be borne by existing residents.

Policy 1.3.2

The City shall coordinate with the County, other state agencies, water management district, and other municipalities that provide public facilities within the City's jurisdiction to ensure projects are funded in a fiscally equitable manner, apportioning the costs of growth among those who are responsible for it.

Policy 1.3.3

The City shall, when appropriate, collect impact fees in cooperation with other levels of government.

Policy 1.3.4

The City shall issue development permits only when required capital facilities are present or will be available concurrent with the impact of development. All new development and

redevelopment proposals shall be reviewed under the City's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Policy 1.3.5

Land use decisions and available or projected fiscal resources shall be coordinated with the Capital Improvements Schedule to ensure that level of service standards will be met.

Policy 1.3.6

The adopted levels of service for public facilities within the jurisdiction of the City shall be those adopted in the other elements of the Comprehensive Plan.

Objective 1.4

In recognition of the fact the community is located within the identified Coastal High Hazard Area, as redefined by Chapter 163.3178(2)(h), Florida Statutes, public expenditures that subsidize development in Coastal High Hazard Areas shall be limited, to the extent practical, to those improvements necessary to existing development or new development that is consistent adopted Future Land Use Map.

Policy 1.4.1

The City shall expend funds in Coastal High Hazard Areas only for existing development or new development that is consistent with the adopted Future Land Use Map.

Objective 1.5

Concurrency Management - The City shall use level of service standards to measure the adequacy of existing public facilities and to ensure that future development will be served with adequate public facilities.

Policy 1.5 .1

Pursuant to Chapter 163, F.S the City shall require that the City shall not issue any development permits for development unless the applicant or developer submits an application for concurrency, utilizing best available data and professionally accepted methodologies, as well as documentation from the facility provider, that demonstrates to the City's satisfaction that public facilities required by the subject development will be in place concurrent with the impacts of development. Furthermore, the applicant shall assure the City that the subject development will not reduce the level of service associated with public facilities serving the development below the adopted level of service standards. Public facilities for the purpose of concurrency shall mean facilities related to traffic, drainage, solid waste, potable water, and wastewater.

Policy 1.5 .2

The following criteria shall be used to determine when concurrency has been satisfied for potable water, sanitary sewer, solid waste, and drainage:

- a. The necessary facilities and services are in place at the time the development order is issued;
- b. A development order is issued subject to the conditions that the necessary facilities and services will be in place when the impacts of development occur; or

- c. At the time the development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, to be available when the impacts of development occur.

Policy 1.5 .3

The following criteria shall be used to determine when concurrency has been satisfied for roads:

- a. The necessary facilities and services are in place or under construction at the time the development permit is issued;
- b. A development permit is issued subject to the condition that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than three (3) years after the issuance of the development order, and the facilities and services are included in the City's five (5)-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three (3) years of the Florida DOT five (5)-year work program; or
- c. At the time a development permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement to be available or under construction not more than three (3) years after the development permit is issued.

Policy 1.5.4

As part of the preparation of the five (5)-year schedule of capital improvements, the City shall prepare an annual report that details the capacity or deficiency of the following public facilities: roads, sanitary sewer, solid waste, drainage, potable water, based on best available data from the service provider. The annual report shall, at a minimum, include the following information for each facility:

- a. Adopted level of service standard;
- b. Existing deficiency or capacity;
- c. Reserved capacity for approved, but un-built, development;
- d. Improvements to be made by all approved developments; and
- e. Improvements to be made by the City or any other governmental agency.

Policy 1.5.5

The City shall not issue a development permit within those areas of the City where public facilities do not meet the adopted level of service standards. The areas to be evaluated to determine whether public facilities meet the adopted level of service standard are described for each type of public facility, as follows:

- a. Roads -City-wide
- b. Sanitary sewer-City-wide;
- c. Solid waste- City-wide;
- d. Drainage- City-wide;
- e. Potable water-City-wide;

Policy 1.5.6

The City shall establish a monitoring system to monitor the remaining capacity and deficiencies of the public facilities addressed in the Capital Improvements Element and to determine whether concurrency certificates shall be issued.

Policy 1.5.7

A concurrency certificate shall be required prior to the issuance of any final development permit. Final development permits shall contain a specific site plan for development including the densities and intensities of development.

DRAFT

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance No 2017-32 – Extension to temporary moratorium on the submittal and processing applications, and issuance of any permit for location of any wireless communication facility, tower or antenna in the public rights-of-way.

Date: November 28, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: On June 26, 2017, Governor Scott signed into effect House Bill 687. This bill creates the “Advanced Wireless Infrastructure Deployment Act,” which prevents local and county governmental entities from prohibiting, overregulating, or charging for the collocation of small wireless facilities in public right-of-way or the installation, placement, maintenance, or replacement of certain micro wireless facilities. However, local governments may enact some regulations for accepting, processing and issuing wireless permits. The City, therefore, needs time to amend its land development code to embrace the new state law.

Local governments may establish temporary moratoriums when there is a rational basis and legitimate governmental purpose for the imposition of a moratorium.

Requested Motion: “I move to approve Ordinance No. 2017-32 on first reading (read title).”

Attachments: Exhibit A – Ordinance 2017-32

**Reviewed by the
City Manager:** WS

Ordinance 2017-32

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMITTAL AND PROCESSING OF ANY APPLICATION, AND ISSUANCE OF ANY PERMIT FOR LOCATION OF ANY WIRELESS COMMUNICATION FACILITIES, TOWERS OR ANTENNAS IN THE CITY'S RIGHT-OF-WAY FOR A PERIOD OF ONE HUNDRED TWENTY (120) DAYS; PROVIDING FOR LEGISLATIVE FINDINGS, INTENT AND PURPOSE; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION AND PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166 of the Florida Constitution, the City of St. Pete Beach is authorized and required to protect the public health, safety, and welfare of its citizens and has the power and authority to enact regulations for valid governmental purposed that are not inconsistent with general and special law; and

WHEREAS, the City provides municipal services to its citizens, including the regulation and licensing of businesses and the issuance of permits; and

WHEREAS, the City is currently reviewing its wireless telecommunications ordinances relating to towers, antennas and similar facilities in the City's right-of-way to protect the public health, safety and welfare; and

WHEREAS, the City is considering revised regulations with regards to said Facilities and Towers to ensure that City ordinances comply with applicable Federal and State laws; and

WHEREAS, the State of Florida has adopted legislation codified as to Section 337.401, Florida Statutes, which regulates the placement of telephone, telegraph, or other communication service lines or poles within the public rights-of-way and regulations regarding same; and

WHEREAS, HB 687 creates the "Advanced Wireless Infrastructure Deployment Act," which prevents local and county governmental entities from prohibiting, regulating, or charging for the collocation of small wireless facilities in public right-of-way or the installation, placement, maintenance, or replacement of certain micro wireless facilities; and

WHEREAS, new wireless technologies may require improvements, that have not been contemplated by the City, in the management and control of the City's public right-of-way; and

WHEREAS, the City Commission and staff have noted the potential for rapid deployment of such wireless communication facilities and the need to allow staff time to undertake a thorough analysis of the City's current regulations, State and Federal laws, and to carefully review, consider and modify the process for adoption and implementation of reasonable non-

discriminatory rules and regulations regarding the placement or installation of wireless communication facilities and telecommunication towers and antennas, as defined by law, within the City's public right-of-way; and

WHEREAS, the City Commission directs the City staff to expeditiously study and develop a comprehensive strategy for the Commission's consideration, along with amendments to the City of St. Pete Beach Code of Ordinances and Land Development Code to ensure compliance with State and Federal law relating to wireless communication facilities and telecommunication towers and antennas in the public right-of-way for a period not to exceed one hundred and twenty (120) days from the expiration of Ordinance 2017-15.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

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

SECTION 2. The City Commission hereby creates a temporary moratorium on the acceptance and processing of all applications, of any form, and the issuance of any permits, of any form, relating to the placement and installation of wireless communication facilities and telecommunication towers and antennas, as defined by law, within the City's public right-of-way for a period not to exceed one hundred and twenty (120) days, in order to allow City staff time to undertake a thorough analysis of the City's current regulations and State and Federal laws.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption. The temporary moratorium shall terminate one hundred and twenty (120) days from the expiration of Ordinance 2017-15, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney