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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 23, 2019
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
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.
4. **Consent**
 - a. **Approve minutes from the following City Commission meeting: June 11, 2019**
 - b. **Request approval of Amendment #1 to the Interlocal Agreement with Pinellas County for Blind Pass Road Reconstruction from Gulf Boulevard to 75th Ave.**
 - c. **Request approval of the cost proposal with Hennessy Construction Services Corporation for Construction Management Services for St. Pete Beach Library**

Restoration in the amount of \$2,200.00 for preconstruction services and a fee of 6% to provide construction phase services.

5. Action Items

- a. Request approval of the interlocal agreement with Pinellas County and the Pinellas County Emergency Medical Services (EMS) Authority, for the purchase of a Rescue Boat (Marine 22) with funding provided by Pinellas County and the EMS Authority.**

6. Ordinances

- a. Ordinance 2019-10: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida, amending the General Employees' Retirement System.**
- b. Ordinance 2019-11: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.**

7. Resolutions

- a. Resolution 2019-07: Establishing the fiscal year 2020 tentative millage rate and scheduling public hearings for budget adoption.**

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

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

10. 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.**

CITY COMMISSION MEETING

MINUTES

JUNE 11, 2019

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Vince Tenaglia, Acting City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Wesley Wright, Community Development Director

1. Presentations

- a. Jennifer Webb, State Representative

Representative Webb, District 69, provided a presentation in regard to the Legislative Session Recap.

- b. PSTA (Pinellas Suncoast Transit Authority) Presentation

Whitney Fox, PSTA representative, presented information and a video in regard to the bus system.

2. Changes to the Agenda

Vince Tenaglia, Acting City Manager, requested to remove Item 6(b).

Andrew Dickman, City Attorney, requested to add a discussion item in regard to the Bus Rapid Transit resolution.

3. Audience Comments

The following individuals spoke in regard to the BRT:

- Dr. Ed Carlson, St. Petersburg
- Harold Herowitz, South Pasadena
- Carl Lavender, no address provided
- Tom Rask, Unincorporated Pinellas County

The following individuals spoke in regard to changes in the parking ordinance:

- Deborah Schechner, Boca Ciega Isle Drive
- Cindy Perry, Boca Ciega Isle Drive
- Joanne (last name inaudible), Boca Ciega Isle Drive
- Tim Hatcher, Boca Ciega Isle Drive
- Elaine Dalrymple, Lido Beach

4. Consent

- a. Request approval of the services agreement with Asphalt Paving Systems, Inc., in the amount of \$76,010.00 for Egan Park Phase II Improvements.

Vice Mayor Finnerty posed several questions which were answered by Mike Clarke, Public Works Director.

Vice Mayor Finnerty moved to approve Item 4(a) as submitted. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

5. Action Items

- a. Pass-A-Grille Sidewalk (28th Avenue to 30th Avenue).

Mr. Dickman presented various legal issues and the history of the sidewalk existence and requested Commission authorize him to conduct a full title study.

Commissioner Pletcher moved to approve Item 5(a), to:

- **Install vegetation at each segment to the entrances of the sidewalks;**
- **Have the Public Works Department cover the sidewalks with sand unless it is determined this is infeasible;**

- **Ensure the 30th Avenue street-end project is completed; construct a footpaths to the beach at the street ends of 28th Avenue, 29th Avenue, and 30th Avenue; and**
- **Install vegetation sufficient to block vehicles from accessing the sidewalks from 28th Avenue, 29th Avenue and 30th Avenue.**

The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2019-08: Final Reading and Public Hearing of 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.

Mr. Tenaglia reported that the annual updates to the Capital Improvement Element of the Comprehensive Plan that adopts the CIP are currently in the operating budget. Future updates will be included in the budget adoption process.

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Friszolowski moved to approve Item 6(a), Ordinance 2019-08, on final reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, modifying the annual Capital Improvements Schedule as illustrated in Exhibit "A" as per Chapter 163.3177 (3) (b) F.S.; providing for publication in accordance with the requirements of law; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- b. Ordinance 2019-10: First Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida, amending the General Employees Retirement System.

The proposed changes will bring the system into compliance with Internal Revenue Service Code regulations.

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Izzo moved to approve Item 6(b), Ordinance 2019-10, on first reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 66, Pensions and Retirement; Article II General Employees' Retirement System Division 1, Generally, and Division 3, Benefits, of the Code of Ordinances of the City of St. Pete Beach; amending Section 66-26, Definitions, by amending the definitions of "Actuarial Equivalent," "Credited Service" and "Spouse;" amending Section 66-27, Membership; adding Section 66-40, Missing Benefit Recipients; amending Section 66-66,

Board of Trustees; amending Section 66-101, Benefit Amounts and Eligibility; amending Section 66-103, Disability; amending Section 66-108, Maximum Pension; adding Section 66-112, Re-Employment After Retirement; amending Section 66-113, Deferred Retirement Option Plan; amending Section 66-114, Prior Government Service; amending Section 66-116, Benefits Effective October 1, 2012; providing for severability; providing for codification; providing for the repeal of all ordinances in conflict herewith to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- c. ~~Ordinance 2019-11: First Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.~~

This item was pulled from the agenda.

7. Resolutions

No resolutions were submitted.

8. Items for Discussion

- a. Resolution 2019-05, Bus Rapid Transit/Pinellas Suncoast Transit Authority (BRT/PSTA)

City Attorney Dickman cited the changes that the Commission requested.

It was the consensus of the Commission to hold a special meeting at 9:30 a.m. on Thursday, June 13, 2019 to consider the proposed resolution.

The following individuals spoke in regard to BRT/PSTA:

- Tom Rask, Unincorporated Pinellas County
- Mark Grill, St. Pete Beach
- Mark Caliber, Tierra Verde
- Brian (last name inaudible), St. Petersburg
- Anthony Close, St. Petersburg

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

City Clerk Haynes did not submit a report.

Acting City Manager Tenaglia reported on the following items:

- Procurement process for expenditures less than \$25,000

- Budget calendar: City Commission workshop will be held on Friday, July 19th at 8:30 a.m.; Finance & Budget Review Committee meeting will be determined

City Attorney Dickman did not submit a report.

Vice Mayor Finnerty reported on the following items:

- Attended a Mayors' Council meeting
- Blind Pass Road construction meeting at the Library
- Florida League of Cities meetings

Commissioner Izzo reported on the following item:

- Attended Institute of Elected Municipal Officials conference

Commissioner Pletcher did not submit a report.

Commissioner Friszolowski did not submit a report:

Mayor Johnson reported on the following items:

- Boca Ciega Isle Drive
- Blind Pass Road water main
- Florida League of Cities annual conference

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:10 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Request approval of Amendment #1 to the Interlocal Agreement with Pinellas County for Blind Pass Road Reconstruction from Gulf Boulevard to 75th Ave.

Date: July 23, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City and Pinellas County entered into the existing Interlocal Agreement on January 10, 2017, for the replacement and relocation of potable water transmission mains, potable water distribution mains, fire hydrants, reclaimed water mains and appurtenances, found to be in conflict with the proposed roadway and drainage system improvements along Blind Pass Road from Gulf Boulevard to 75th Avenue, for an amount not to exceed \$1,540,000. During construction, the 16-inch reclaimed water transmission main at 70th Avenue and Boca Ciega Drive was found to be in conflict with proposed sanitary sewer and stormwater infrastructure, and required additional relocation. The resulting increase in reimbursement amount due to these changes is \$55,000, increasing the total revised cost of the County's utility work to an amount not to exceed \$1,595,000.

Funding: The City's costs will be reimbursed by Pinellas County up to the limits stated in the Interlocal Agreement. Expenditures will be recorded in account number 301-8000-590-0031.

Requested Motion: "I move to approve Amendment #1 to the Interlocal Agreement with Pinellas County for Blind Pass Road Reconstruction from Gulf Boulevard to 75th Ave."

Attachment: Executed Interlocal Agreement
Amendment #1 to Interlocal Agreement

**Reviewed by the
City Manager:**

AR

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES MAINTAINED, SUPPLIED AND OPERATED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG BLIND PASS ROAD FROM GULF BOULEVARD TO 75TH AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 10TH day of JANUARY, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct roadway, sidewalk and drainage system improvements along Blind Pass Road; and

WHEREAS, the COUNTY owns and operates potable water transmission and distribution mains, service connections, fire hydrants and appurtenances referred to herein as "UTILITIES" that will require relocation at the area along Blind Pass Road, from Gulf Boulevard to 75th Avenue as described in Exhibit A, herein referred to as the "PROJECT"; and

WHEREAS, the COUNTY is required to relocate its UTILITIES as part of the PROJECT and agrees to reimburse the CITY for the total cost to relocate its UTILITIES; and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the PARTIES hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

The relocation of potable water mains, multiple service connections, fire hydrants and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements, pursuant to the construction drawings, along Blind Pass Road, from Gulf Boulevard to 75th Avenue.

SECTION 3

SERVICES TO BE PROVIDED BY THE CITY

The CITY's Engineer shall design the roadway, sidewalk and drainage improvements as part of its Blind Pass Road roadway, sidewalk and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

Upon acceptance and approval of the construction drawings and specifications by all PARTIES, the CITY shall hire a private contractor to construct the PROJECT.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction drawings and specifications.

Upon completion of the entire PROJECT, the CITY shall ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

The CITY shall require that the private contractor add the COUNTY as additional insured to its Commercial General Liability policy.

The indemnification wording in the CITY'S contract with the private contractor shall also include the COUNTY as an indemnified party.

SECTION 4

SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will produce utilities relocation documents to address the conflicts with the proposed roadway, sidewalk and drainage system improvements. These documents consist of construction drawings, specifications, quantity list, and cost estimate suitable to construct the PROJECT. If the cost estimates exceed the amount allocated by the COUNTY in Section 5 of this Agreement, the PARTIES shall meet and the COUNTY shall determine whether it will pay the excess cost or redesign the scope of relocating its UTILITIES to meet its stated budget expressed in Section 5 of this Agreement, or the COUNTY may decide to terminate this Agreement in accordance with Section 8. In no case shall the CITY be responsible for costs to relocate COUNTY UTILITIES. In the event of an excess cost to relocate the COUNTY UTILITIES, the COUNTY shall notify the CITY of its decision in writing.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the PROJECT to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S UTILITIES and operation within the PROJECT.

When construction of the work is completed, the COUNTY shall own, operate, and maintain the up-grades to the potable water mains, service connections, fire hydrants and appurtenances.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay the total cost of construction, relocation of the potable water mains, service connections, fire hydrants and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements along Blind Pass Road, from Gulf Boulevard to 75th Avenue, which shall not exceed One Million, Four Hundred Thousand Dollars (\$1,400,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed One Hundred, Forty Thousand Dollars (\$140,000.00) that will cover for mobilization, maintenance of traffic and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The City will invoice the COUNTY for the costs of the relocation of COUNTY utilities, not to exceed One Million, Five Hundred Forty Thousand Dollars (\$1,540,000.00) upon approval of the COUNTY Project Manager, except that this cost may exceed \$1,540,000.00 pursuant to Section 4 of this Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

SECTION 6 ACCOUNTING RECORDS

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 7 TERM OF AGREEMENT

This Agreement shall commence on the date of execution and shall remain in effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed.

SECTION 8 TERMINATION

Upon written notice, this Agreement may be terminated by either of the PARTIES in the event of a material breach of the other party to fulfill its obligation under this Agreement through no fault of the terminating party, or if the COUNTY decides not to relocate its UTILITIES in accordance with Section 4 of this Agreement. (A material breach is a failure to do something that is so fundamental to this Agreement that the failure to perform that obligation defeats the essential purpose of this

Agreement or makes it impossible for the other party to perform under this Agreement.) This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 9 NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Guillermo Q. Bay, E.I.
Office of Engineering & Technical Support
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Ian Wade, P.E.
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Engineer of Record for the CITY: Gregg Hamm, P.E.
Michael Baker International
5020 West Linebaugh Ave., Suite 240
Tampa, FL 33624

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole Agreement of the PARTIES. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations, whether written or verbal between the PARTIES with respect to the subject matter herein. This Agreement may be modified only in writing executed by all PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

By: Deborah Schechner
Deborah Schechner, City Mayor

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: Janet L. Long
Chair

ATTEST:

By: Rebecca Hayes
Rebecca Hayes, City Clerk

ATTEST: KEN BURKE, Clerk

By: Norman D. Long
Deputy Clerk
(Seal)

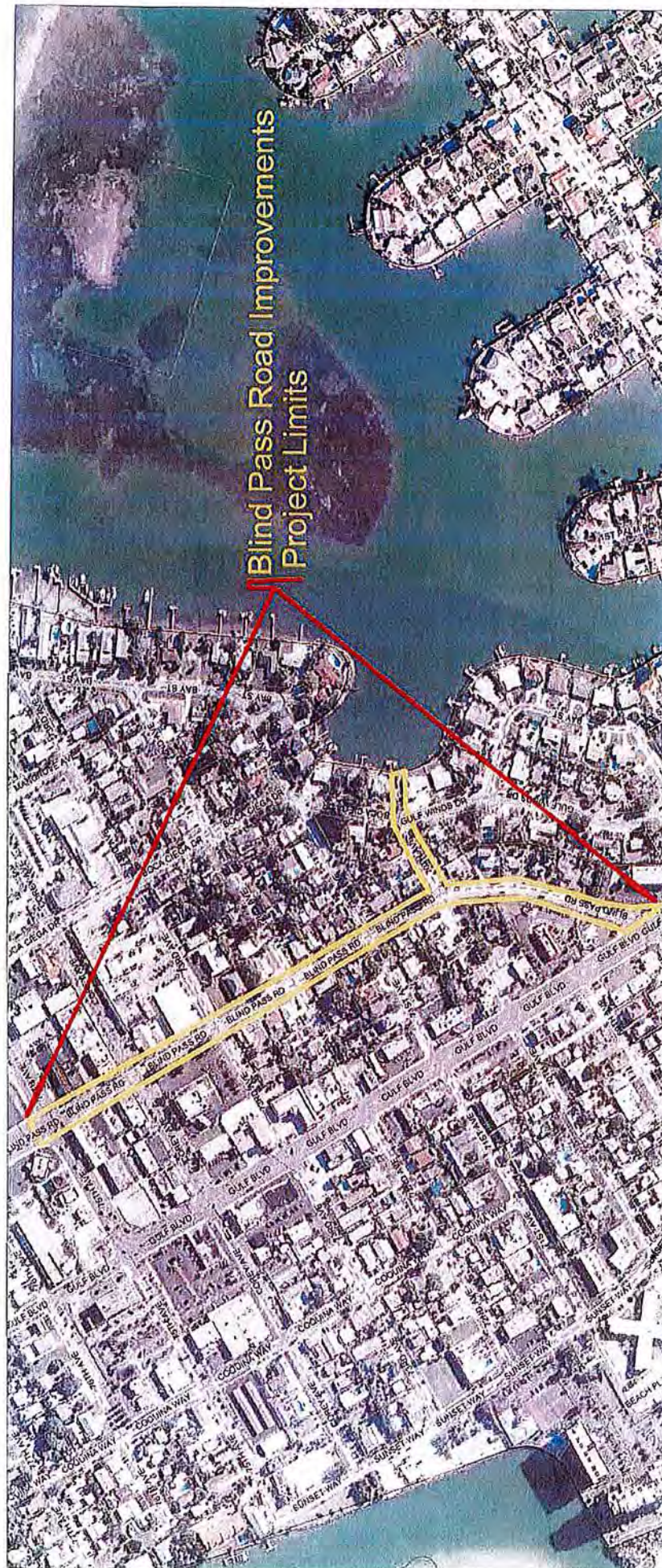
APPROVED AS TO FORM:

By: Andrew Dickman
Andrew Dickman, City Attorney

APPROVED AS TO FORM:

By: Jay A. Morano
Office of the County Attorney

Exhibit A - Blind Pass Road Improvements, City of St. Pete Beach



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

Issue Considered: Authorize the City Manager to sign an Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities maintained, supplied and operated by Pinellas County in conjunction with the Blind Pass Road Reconstruction Project.

Date: November 15, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: In order to establish the procedures and cost sharing for the relocation and replacement of existing Pinellas County utilities, the County has drafted an Interlocal Agreement with the City of St. Pete Beach.

This agreement is similar to the agreement currently in place for the Pass-a-Grille Way reconstruction project, with the exception of the fact that the Blind Pass Road project does not contain any reclaimed water transmission lines.

Funding: CIP – Blind Pass Road Reconstruction

Requested Motion: “I move to authorize the City Manager to sign an Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities maintained, supplied and operated by Pinellas County in conjunction with the Blind Pass Road Reconstruction Project.”

Attachments: Interlocal Agreement

Reviewed by City Manager: WS



Staff Report

File #: 15-899, Version: 1

Agenda Date: 1/10/2017

Subject:

Agreement with the City of St. Pete Beach for utility relocations along Blind Pass Road.

Recommended Action:

Approve the agreement with the City of St. Pete Beach (City) for the relocations of Pinellas County Utilities (County) in conflict with roadway, sidewalk and drainage construction improvements along Blind Pass Road from Gulf Boulevard to 75th Avenue. Authorize the Chairman to sign and Clerk to attest.

Strategic Plan:

Ensure Public Health, Safety and Welfare
2.5 Enhance pedestrian and bicycle safety

Foster Continual Economic Growth and Vitality
4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers
5.1 Maximize partner relationships and public outreach
5.2 Be responsible stewards of the public's resources
5.3 Ensure effective and efficient delivery of county services and support

Summary:

The City desires to construct roadway, sidewalk and drainage system improvements along Blind Pass Road from Gulf Boulevard to 75th Avenue. The County is required to relocate all utilities in conflict with the construction area and shall pay the City an amount not to exceed \$1,540,000.00 for the City's contractor to relocate the County's utility facilities. Once construction drawings and specifications are approved by both parties, the City will hire a private contractor to construct the project. Both the City and the County will provide representatives to oversee construction.

Background Information:

The County owns and operates potable water mains, service connections, and fire hydrants and appurtenances that service the citizens living in the construction area.

This agreement will result in a cost savings to the County by reducing costs of mobilization, maintenance of traffic, site restoration, and having one contractor on-site to coordinate the timing of all work. Utilizing the same contractor as the City results in a cost savings and project administration efficiencies for all stakeholders.

Fiscal Impact:

The total construction cost to the County for the utilities relocation is \$1,540,000.00.

Funding for this project is budgeted in the Water Enterprise Fund.

Staff Member Responsible:

Randi Kim, Director of Utilities

Partners:

City of St. Pete Beach

Attachments:

Agreement with Exhibit A

Location Map

**AMENDMENT
NO. 1**

TO THE AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES MAINTAINED, SUPPLIED AND OPERATED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG BLIND PASS ROAD FROM GULF BOULEVARD TO 75TH AVENUE.

THIS AMENDMENT No. 1 to the Interlocal Agreement is made and entered into as of the _____ day of _____, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WHEREAS, on January 10, 2017, the PARTIES entered into an Interlocal Agreement for the replacement and relocation of potable water transmission mains, potable water distribution mains, fire hydrants, reclaimed water mains and appurtenances, hereinafter referred to as "COUNTY UTILITY WORK", found to be in conflict with the proposed roadway and drainage system improvements along Blind Pass Road from Gulf Boulevard to 75th Avenue, for an amount not to exceed \$1,540,000.00; and

WHEREAS, additional minor relocation offset work is needed for the existing sixteen inch (16") reclaimed water main at the intersection of 70th Avenue and Boca Ciega Drive in order for the CITY to install the CITY's gravity sewer and drainage structures.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the PARTIES agree that the Agreement is amended as follows:

1. Section 5, Paragraph 1 is amended to include the following additional language: The COUNTY will pay for the construction and relocation of the additional COUNTY UTILITY WORK related to the sixteen inch (16") reclaimed water transmission line relocation at the intersection of 70th Avenue and Boca Ciega Drive, all for an additional amount not exceed Fifty Thousand and 00/100 dollars (\$50,000.00), for a total revised amount not to exceed One Million Four Hundred Fifty Thousand and 00/100 Dollars (\$1,450,000.00).
2. Section 5, Paragraph 2 is amended to include the following additional language: The COUNTY will pay ten percent (10%) of the additional COUNTY UTILITY WORK for an amount not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) to cover the cost

of additional mobilization, maintenance of traffic and miscellaneous administrative fees for the PROJECT, for a total revised amount not to exceed One Hundred Forty Five Thousand and 00/100 Dollars (\$145,000.00).

3. Section 5, Paragraph 3 is amended to include the following additional language: The total revised cost of the COUNTY UTILITY WORK is an amount not to exceed One Million Five Hundred Ninety Five Thousand and 00/100 Dollars (\$1,595,000.00).
4. Section 9, as to notice for the CITY, is amended to remove Ian Wade, P.E. and replace with City Manager.
5. The Amendment No. 1 is hereby incorporated as part of the original Agreement with all other terms and conditions of the original Agreement unchanged and remaining in full force and effect. In the event of any inconsistency between the terms of this Amendment and the printed, typewritten or handwritten terms of the Agreement, the terms of this Amendment shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Amendment as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its County
Administrator

By: _____
Alan Johnson, City Mayor

By: _____
Barry A. Burton, County Administrator

ATTEST:

By: _____
Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Andrew Dickman, City Attorney
Office of the County Attorney

By: _____
Office of County Attorney

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

Issue Considered: Request approval of the fee proposal with Hennessy Construction Services Corporation for Construction Management Services for St. Pete Beach Library Restoration in the amount of \$2,200.00 for preconstruction services and a fee of 6% to provide construction phase services.

Date: July 23, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On February 22, 2019, the City received six Summary of Qualification (SOQ) submittals in response to the City's Request for Qualifications (RFQ) for Construction Management Services for St. Pete Beach Library Restoration. The six SOQ's were evaluated by the City's review team, and Hennessy Construction Services Corporation was selected as the firm that the City considers most qualified, as outlined in the RFQ. The City Commission authorized the City Manager to enter into fee negotiations with Hennessy at the April 9th, 2019 Commission meeting.

Public Works has reviewed the Fee Proposal from Hennessy Construction Services, and have found that the fees for the required services are in line with accepted industry standards.

Funding: CIP – Library Improvements
301-8000-590-0009

Requested Motion: “I move to approve the fee proposal with Hennessy Construction Services Corporation for Construction Management Services for St. Pete Beach Library Restoration in the amount of \$2,200.00 for preconstruction services and a fee of 6% to provide construction phase services.”

Attachment: Draft Professional Services Agreement
Hennessy Construction Services Corp. Fee Proposal
Request for Qualifications

**Reviewed by the
City Manager:**

AR

CITY OF ST. PETE BEACH, FLORIDA
Contract for Construction Management Services

St. Pete Beach Library Renovation

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach, a Florida Municipal Corporation, with principal address located at 155 Corey Avenue, St. Pete Beach, Florida 33706 (hereinafter "CITY") and Hennessy Construction Services, with principal address located at 2300 22nd Street North, St. Petersburg, FL 33713 (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Construction Management Services for the CITY, more fully described below in the “scope of services” section; and,

WHEREAS, the CITY desires to employ the CONSULTANT for the Construction Management Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055, Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1 – GENERAL

- 1.1. The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2. CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work services.
- 1.3. “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4. Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active services, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5. The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Services. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6. The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Services.
- 1.7. Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.8. This Contract 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 Contract shall be the date this Contract has been executed by all parties.
- 1.9. This Contract shall be binding upon the Parties, their successors, assigns, and legal representatives. CONSULTANT shall not assign or otherwise transfer any of the rights or duties under this Contract, without the express written consent of the CITY.
- 1.10. The prevailing party in any action to enforce or interpret this Contract shall be entitled to reasonable attorney fees incurred through all appellate proceedings.
- 1.11. CONSULTANT hereby acknowledges that the person executing this Contract on behalf of CONSULATANT has the full authority to do so and to bind CONSULTANT to the terms hereof.
- 1.12. To the extent that any terms in the attached proposal conflict with the terms of this Contract, the terms of this Contract shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.
- 1.13. This Contract may be amended or modified only in writing signed by all Parties hereto. This Contract shall not be modified by any oral statement, communication, agreement,

course of conduct, or by anything other than a writing signed by the Parties.

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

As to Consultant:

Mark J. Stalker, President
Hennessy Construction Services
2300 22nd Street North
St Petersburg, FL 33713

As to City:

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

SECTION 2 – SCOPE OF SERVICES & CHANGE ORDERS

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the Parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 General. The CONSULTANT agrees to perform those services described in Exhibit B – CONSULTANT’s proposal, dated June 14, 2019, which is attached hereto and made a part hereof.
- 2.3 Additional Service. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Change Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 The CITY or the CONSULTANT may request changes in the Scope of Services. Such change(s), including any increase or decrease in the amount of the CONSULTANT’s compensation for any Change Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 3 – CITY’S RIGHTS AND RESPONSIBILITIES

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY’s files, necessary or useful to the CONSULTANT for the performance of the services. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the services to be performed by the CONSULTANT.

- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the services.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the services not covered under the services.

SECTION 4 – COMPENSATION.

- 4.1 General. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the CONSULTANT's proposal, attached and incorporated as Exhibit B.
- 4.2 Lump sum method
 - a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Exhibit A unless there is a change in the scope of the work by formal amendment to this Contract.
 - b. Payment to the CONSULTANT for services performed under this Contract shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 Invoice Processing. Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.
- 4.4 Additional Compensation for Change in Scope of Services. If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the services by formal amendment or Change Order to this Contract.

SECTION 5 - CONTRACT TERM, COMMENCEMENT, IMPLEMENTATION OF WORK.

- 5.1 Term. This Contract shall expire three (3) years after the effective date of this Contract.
- 5.2 Work Commencement. The CONSULTANT shall commence work on each authorized within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Services, unless the delay is due to no fault of the CONSULTANT.
- 5.3 Implementation Schedule. The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Services. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Services, the CONSULTANT is entitled to an appropriate extension of the Contract time. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any costs to increase for reasons beyond the CONSULTANT's control.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE

- 6.1 General. The CITY hereby designates the CITY Manager or designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other

documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

SECTION 7 - INDEMNITY AND INSURANCE

7.1 General. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

7.2 Insurance. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Services from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. Worker's Compensation. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subconsultant to provide Worker's Compensation for all of its employees.
- b. Commercial General Liability. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. Automobile Liability. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

- d. Professional Liability Insurance. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Subconsultant employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. Certificates of Insurance. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 8 – DATA, DOCUMENTS, RECORDS.

- 8.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.
- 8.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.
- 8.3 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be

delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Services. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

- 8.4 Any Documents given to or prepared or assembled by the CONSULTANT and its Subconsultants under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 8.5 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 8.6 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.
- 8.7 The CONSULTANT should abide by the Florida Public Records law set forth in Florida Statutes, Section 119.0701, more fully described in "Exhibit C." **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
- 8.8 Records Maintenance. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

- 8.9 Access to Records. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 9 – STANDARDS OF CONDUCT, CODES AND DESIGN STANDARDS

- 9.1 Consultant Employees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.
- 9.2 Consultant Compliance with Laws. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 9.3 Conflict of Interest. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 11.
- 9.4 Removal of Employee. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Services which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 9.5 Publication. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.
- 9.6 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping appraised of

any changing codes or requirements, which requirements must be applied to the Services to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 10 – FORCE MAJEURE, ASSIGNABILITY, EXTENT OF CONTRACT.

- 10.1 Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.
- 10.2 Assignability. The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such services or transfer shall be furnished promptly to the CITY.
- 10.3 Extent of Contract. This Contract, together with the RFQ titled Construction Management Services for St. Pete Beach Library Restoration, the proposal submitted June 14, 2019 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Contract between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Request for Qualifications (RFQ)

Exhibit B: Scope of Services

Exhibit C: Florida Public Records Law.

SECTION 11 - TERMINATION, CLAIMS, DISPUTES, REMEDIES & CONTROLLING LAW.

- 11.1 Termination by City for Cause. The CITY may terminate this Contract for any one or more of the following reasons:
- a. If adequate progress on any phase of the services is not being made by the

CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Services.
- c. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- d. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Services.
- e. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- f. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an services for the benefit of creditors.
- g. The CONSULTANT violates the Standards of Professional Conduct provisions of this Contract herein.
- h. In the event of any of the causes described in this Contract, the CITY's designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Contract.

11.2 Termination by Consultant for Cause. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given

to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default and may immediately terminate this Contract.

11.3 Termination by City Without Cause. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Services without cause, provided that ten (10) days prior to written notice is given to the CONSULTANT of the CITY'S intent to terminate.

11.4 Payment in The Event of Termination. In the event this Contract or any Services is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

11.5 Action Following Termination

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

11.6 Suspension

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the

CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any TaskOrder of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

11.7 Claims and Disputes. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.

11.8 Remedies. Except as provided in Section 11.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

11.9 Controlling Laws. This Contract is to be governed by the laws of the State of Florida.

11.10 PURSUANT TO F.S. 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

Hennessy Construction Services:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL CORRECTNESS:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk



June 14, 2019

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

Re: Construction Management Fee Proposal for St. Pete Beach Library Renovation

Dear Mr. Warner:

Hennessy Construction Services is pleased to submit our fee proposal to provide construction management services for the St. Pete Beach Library Renovation project. Our proposal is based on executing a mutually agreed upon contract and we would propose to use the Construction Management at Risk contract AIA Document A133 where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The fees and services for the preconstruction and the construction phases are outlined as follows:

Preconstruction Phase Services

- Prepare a budget allocation estimate based on the documents at their current state of completion
- Assist Owner in coordinating the design professionals
- Provide systems and project component value analysis
- Prepare a constructability review of the design documents
- Prepare estimates at design milestones (Design Development and Construction Document)
- Prepare and update a master project schedule with design, permitting and construction activities
- Prepare a site utilization and logistics plan
- Stimulate subcontractor interest and prepare a prequalified subcontractor list
- Prepare bid packages for distribution to subcontractors
- Competitively bid all subcontracted work
- Prepare a GMP proposal with bid matrices and all supporting subcontractor quotes

Our fee to provide preconstruction phase services is a lump sum of Two Thousand Dollars (\$2,000.00).

Construction Phase Services

- Prepare and execute subcontract agreements
- Prepare a detailed project schedule that is updated monthly
- Provide full time on site supervision
- Provide Executive oversight to the onsite project team
- Construct the project in accordance with the approved design documents
- Coordinate the work of trades directly contracted by the City of St. Pete Beach
- Monitor and control cost during construction
- Implement and manage a direct material purchase program for sales tax savings
- Provide all required project accounting
- Prepare a monthly report of construction progress
- Provide and implement a project specific safety plan
- Provide and implement a project specific quality control program
- Prepare project closeout and warranty documentation

Our fee to provide construction phase services will be Six Percent (6%) applied to the cost of the work.

If you have any questions or require any further information please do not hesitate to call me.

Sincerely,



Mark J. Stalker
President

MJS/wbm



City of St. Pete Beach “Request for Qualifications”

Construction Management Services for St. Pete Beach Library Restoration

**Statements of Qualification due by
Friday, February 22nd, 2019
10:00 AM at City Hall
St. Pete Beach, Florida 33706**

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR ST. PETE BEACH LIBRARY RESTORATION

PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for the City of St. Pete Beach (City) to receive Statements of Qualification (SOQ) from qualified firms capable of providing Construction Management Services for St. Pete Beach Library Restoration at 365 73rd Avenue, St. Pete Beach, FL.

The current City of St. Pete Beach Public Library is in need of significant repairs to many of the building's structure. The City intends to engage a Construction Management (CM) at Risk firm to provide management of the preconstruction and construction services as described herein for this project.

The chosen CM at Risk firm will join the project team near the 60% design phase to provide pre-construction phase services to the City under a purchase order for the negotiated design-phase fees.

When the construction documents are sufficiently complete to establish the scope of work for the project or any portion thereof, the Construction Manager will establish in writing to the City for approval a Guaranteed Maximum Price (GMP) for the project. Once the GMP for construction on the project is agreed upon, the City staff may recommend to City Commission to award the Construction Management firm the CM at Risk Contract. However, if a GMP cannot be agreed upon, the City may solicit other CM at Risk firms.

BID SCHEDULE

Sealed SOQs will be received until 10:00 AM on Friday, February 22nd, 2019, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach, FL. SOQ submissions will be publically opened immediately following the closing time specified. SOQs received after the deadline will not be accepted. Those submitting and the public are invited to attend.

QUALIFICATIONS

SOQs will be considered from firms normally engaged in CM projects of this type. The responding firms shall present their SOQ as outlined in the submission of submittals section of this document. Responding firms must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine the ability to perform in accordance with the specifications, terms and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform the services requested.

SUBMISSION OF SUBMITTALS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the Statement firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the Respondent.

The following information shall be provided in the order detailed:

- a) **Title Page** – List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, e-mail address of contact person and date.
- b) **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c) **Letter of Interest** – *Limit one (1) page.* Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d) **Project Specific Statement of Qualifications and Profile of Firm** – *Limit four (4) pages.* State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e) **Services Approach** – *Limit two (2) pages.* Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f) **References** - *Limit five (5) pages.* Provide information for those projects which have been successfully completed and are similar to those required under this assignment. Please include projects recently completed within the last five (5) years.

References shall include:

- Client name, address, phone number and e-mail address.
 - Description of the scope of the work.
 - Month and Year the project was started and completed.
 - Total cost and professional service fees paid.
 - Role of the firm and the responsibilities.
- g) **Insurance Requirements** – Provide proof of insurance in accordance with insurance requirements section included in this RFQ.

Attachments (additional exhibits) to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal. Resumes are NOT to exceed two (2) pages per person.

CONTACT INFORMATION

Please direct all technical inquiries concerning this RFQ via e mail to the following City representative. Questions must be submitted by (10) days prior to the submittal date.

Brett E. Warner, PE
Mailing Address: 155 Corey Avenue
Office Address: 7581 Boca Ciega Drive
St. Pete Beach, Florida 33706
Office - (727) 363-9254
E-mail – bwarner@stpetebeach.org

SUBMITTAL PROCEDURES:

Firms shall submit one (1) original submittal, three (3) unbound copies, and a USB Flash Drive containing the submittal. Responses must be submitted by the date and time indicated. SOQs not submitted by that time will be refused. SOQs shall not be valid unless sealed in a single envelope or box.

Submittals should be addressed to:

Office of the City Clerk

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

Clearly marked as: **“Construction Management Services for St. Pete Beach Library Restoration”**

Statements of Qualification will be received until 10:00 AM on Friday, February 22nd, 2019, at the office of the City Clerk, City of St. Pete Beach, Florida 33706.

EVALUATION AND SELECTION OF CONSTRUCTION MANAGEMENT FIRM

A City designated review team will evaluate each firm's submission based upon the criteria stated in this RFQ and the ability to execute the services. Following the evaluation process, the City may request presentations from the most qualified firm(s), after which the review team will select the firm that the City considers most qualified.

Firms will be evaluated in accordance with the selection criteria as follows – Construction Management Services:

- Qualification of the project team.
- Qualifications of the sub-consultants.
- Firm's experience working on Building Restoration projects.
- Firm's experience working on historic buildings.
- Firm's service approach to the project.
- Quality assurance control program/policy.
- Firm's project references that reflect and demonstrate the firm's competence in the CM focuses requested by the City.
- Location of firm.
- Quality of submittal – firm met and submitted all requirement document.

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City. The City reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFQ as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the Contract.

INSURANCE REQUIREMENTS

Include in SOQ proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured. The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Owner's and Consultant's Protective Liability with the following coverage:
 - o Bodily injury liability \$1,000,000.00 each occurrence.
 - o Property damage liability \$1,000,000.00 each occurrence.
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project.
- Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles, with the following coverage:
 - o Bodily injury liability \$1,000,000.00 each occurrence.
 - o Property damage liability \$1,000,000.00 each occurrence.

INDEMNIFICATION

The responding firm shall hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

DEVIATIONS FROM SPECIFICATIONS

Responding firms shall clearly indicate, as applicable, all areas in which the items/services it proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this RFQ, the responding firm certifies that no attempt has been made or will be made by them to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The responding firm submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The responding firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The responding firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

NON-MANDATORY PRE-SOQ MEETING

A Non-Mandatory pre-SOQ meeting will be held on **February 11, 2019 at 10:00 AM** in the City of St. Pete Beach Public Works Department, 7581 Boca Ciega Drive, St. Pete Beach, FL 33706, to answer questions concerning this RFQ.

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by : _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with

and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TOWN OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____ or produced identification _____

Type of Identification

Notary Public, State
of _____

My commission expires: _____

(Printed, typed, or stamped commissioned
name of Notary Public)

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

Issue Considered: Request approval of the interlocal agreement with Pinellas County and the Pinellas County Emergency Medical Services (EMS) Authority, for the purchase of a Rescue Boat (Marine 22) with funding provided by Pinellas County and the EMS Authority.

Date: July 23, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: With St. Pete Beach Fire Department's (SPBFD) primary mission of protecting the public through items such as emergency response services, the ability to respond to all types of incidents is critical. As an island community, the surrounding waterways present unique challenges requiring specialized equipment. While SPBFD currently has no such resources, the department has been working on obtaining a marine rescue boat for several years.

The current form of this project began in December of 2016 with the Board of County Commissioners authorizing the County Administrator to enter into agreements with entities that had submitted and received approval for obtainment of Deepwater Horizon settlement funds received by Pinellas County. SPBFD applied for and was awarded such funds in the amount of \$100,000 to be utilized for a water rescue enhancement project. In addition, the EMS Authority authorized an additional \$100,000 for this project, providing for total funding of \$200,000.

In addition to the initial purchase amount, SPBFD will receive operating and maintenance funding of \$5,000 on an annual basis from the EMS Authority as approved by County Resolution 17-47.

Funding: The purchase amount, not to exceed two hundred thousand dollars (\$200,000), will be fully funded by Pinellas County and the EMS Authority.

Requested Motion: "I move to approve the interlocal agreement with Pinellas County and the Pinellas County Emergency Medical Services (EMS) Authority, for the purchase of a Rescue Boat (Marine 22) with funding provided by Pinellas County and the EMS Authority."

Attachment: Marine 22 Agreement

**Reviewed by the
City Manager:**



MARINE 22 AGREEMENT

This Marine 22 Agreement ("Agreement") between Pinellas County, a political subdivision of the State of Florida ("County") and the Pinellas County Emergency Medical Services Authority, a special district, ("EMS Authority") with the City of St. Pete Beach, a Florida municipal corporation ("City"). County, EMS Authority and City shall be refereed herein as the "Parties."

RECITALS

WHEREAS, Pinellas County received funds through a settlement ("Settlement") with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, the County has identified, and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, on December 13, 2016, the Board of County Commissioners approved Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Board of County Commissioners for each project; and

WHEREAS, the City is one of the funds recipients described in Resolution 16-90 necessary to effectuate the water rescue enhancement project approved by the Board of County Commissioners; and

WHEREAS, the EMS Authority, through its emergency medical services fund seeks to improve and expand water rescue capabilities throughout the County, and City wish to partner to improve and expand water rescue capabilities along the waters in/around Pinellas County; and

NOW THEREFORE, the City agrees, in exchange for funds to be provided by the County and the EMS Authority, and as further described herein; to enhance and improve water rescue capabilities in accordance with the terms as described below.

AGREEMENT

1. The above recitals are true and accurate and incorporated into this Agreement.
2. County agrees to provide One Hundred Thousand Dollars (\$100,000) and the EMS Authority agrees to provide One Hundred Thousand Dollars (\$100,000) to City upon execution of this Agreement and receipt of purchase order(s). City will provide proof of payment for all items subject to this Agreement and refund any unspent funds at the end of the project.
3. City agrees to purchase a Metal Shark 26' Relentless Rescue Boat with two 250hp Mercury motors or similar, boat, motor, and accessors ("Rescue Boat").

4. City will own, maintain and operate this unit for the safe useful life of the Rescue Boat at its own expense. The City shall be eligible for some operating and maintenance funding on an annual basis pursuant to County Resolution 17-47.
5. City will respond to water rescue emergencies and to assist citizens in waters in/around Pinellas County as well as providing closest unit coverage in accordance with the automatic aid agreement.
6. City will purchase and will take delivery of the Rescue Boat within the next fiscal year. In the event the City does not implement the Rescue Boat by September 30, 2020, the entire amount of funds supplied under Paragraph 1 will be returned to the EMS Authority by October 31, 2020.
7. City will provide hull insurance for the Rescue Boat and utilize insurance proceeds to repair or replace the Rescue Boat in the event of an insurable loss. In the event of an insurable loss and the City elects to not replace the Rescue Boat, the City will return the hull insurance claim proceeds to the EMS Authority.
8. The City is an independent party and is not an agent of the EMS Authority.
9. Indemnification. To the greatest extent of applicable law, City agrees to indemnify and defend County and the EMS Authority, its officers, and employees, against all claims of any nature whatsoever arising out of the Project. Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability to which the County or Authority is entitled under the doctrine of sovereign immunity (Section 768.28, Florida Statutes). Nothing herein shall be construed as consent by the County, EMS Authority or City to be sued by third parties in any matter arising out of this Agreement.
10. City shall, in all aspects of the project, ensure that City, its employees, agents or contractors shall be in compliance with all applicable laws.
11. This Agreement reflects the full and complete understanding of the Parties and may be modified or amended only by a document in writing executed by the Parties hereto and with the same formality of this Agreement.
12. 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 hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on the day and year set forth below.

PINELLAS COUNTY:

Signature: _____

By:

Its:

Date: _____

CITY OF ST. PETE BEACH:

Signature: _____

By: Alex Rey

Its: City Manager

Date: _____

EMS AUTHORITY:

Signature: _____

By:

Its:

Date: _____

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

Issue Considered: Ordinance 2019-10: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida, amending the General Employees' Retirement System.

Date: July 23, 2019

Prepared By: Colette Graston, Human Resources Administrator

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: Ordinance 2019-10 incorporates changes in accordance with the Internal Revenue Code to comply with Internal Revenue Service programs and regulations as outlined by the Pension Board attorney in the attached letter.

The Pension Board Actuary has determined that there is no cost to the Retirement System associated with these changes (letter attached).

Funding: N/A

Requested Motion: "I move to approve Ordinance 2019-10 on final reading (read title)."

Attachments: Ordinance 2019-10
Letter from Pension Attorney
Letter from Pension Actuary

**Reviewed by
City Manager:** AR

CITY OF ST. PETE BEACH, FLORIDA
Ordinance No. 2019-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE II GENERAL EMPLOYEES' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-26 DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE" AND "SPOUSE"; AMENDING SECTION 66-27, MEMBERSHIP; ADDING SECTION 66-40, MISSING BENEFIT RECIPIENTS; AMENDING SECTION 66-66, BOARD OF TRUSTEES; AMENDING SECTION 66-101, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-103, DISABILITY; AMENDING SECTION 66-108 MAXIMUM PENSION; ADDING SECTION 66-112, REEMPLOYMENT AFTER RETIREMENT; AMENDING SECTION 66-113, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 66-114, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 66-116, BENEFITS EFFECTIVE OCTOBER 1, 2012; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA:

SECTION 1: That Chapter 66, Article II General Employees' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-26 Definitions, by amending the definitions of *Actuarial Equivalent*, *Credited Service* and *Spouse*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate of ~~seven and three quarters percent per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a general employee and member contributions to the plan from the date when contributions were first required, omitting intervening years or completed months when such member was not employed by the city as a general employee. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the city pending the possibility of being reemployed as a general employee, without losing credit for the time that he was a member of the system. If a non-vested member is not reemployed as a general

employee with the City of St. Pete Beach within five years, his accumulated contributions, if \$1,000.00 or less, will be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. If a vested member does not remain employed for a period of three years after reemployment within five years, his accumulated contributions will be returned only upon his written request. However, the credited service shall not be deemed to be interrupted by and a member shall receive credited service for periods during which the member is on an authorized leave of absence for a period not to exceed one year, but only if the member deposits into the fund, within 90 days after his return, the same sum that he would have contributed if he had been a general employee during his absence, plus an amount of interest equal to the actuarial valuation interest rate assumption in effect on the date of redeposit, plus payment of costs for all professional services rendered to the board in connection with the purchase of the periods of credited service for authorized leave time.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

* * *

Spouse means the lawful wife or husband of a member's or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-27 Membership, amending subsection (a), *Conditions of eligibility*, to read as follows:

(a) *Conditions of eligibility.* Conditions of eligibility of members in the general employees' retirement system shall be as follows:

- (1) All members of the system on September 2, 1992 shall continue participating under this article. Beginning October 1, 1992, all current and future new general employees shall become members of this system as a condition of employment unless they are employed as the city manager or as "department directors," as defined in the City St. Pete Beach Personnel Rules and Regulations Manual, and they elect not to participate, pursuant to subsection (2) below.
- (2) Notwithstanding paragraph (1) above, employees in positions characterized as "department directors" may, ~~by the later of April 15, 2005 or the end of the first payroll period following their date of hire~~ upon employment, notify the board and the city, in writing, of their election to not be a member of the system. This election is an irrevocable, one-time election. Current employees of the City are not eligible for the opt-out provided for herein. In the event of any such election, ~~(i) they shall be barred from future membership in the system, (ii) and they shall~~

become eligible for the city's deferred compensation plan under Internal Revenue Code Section 457(b). Contributions to the plan in accordance with section 66-69 shall not be required, they shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and they shall not be eligible for any other benefits from the plan. , and (iii) ~~any accumulated employee and employer contributions (for which it shall be assumed that there was an employer contribution equal to 12 percent of each participant's compensation for each year of participation, prorated based on the number of months of actual participation, and on which no earnings, gains or losses shall be applied) made after employment and prior to opting out shall be transferred to that deferred compensation plan upon completion by the employee of the necessary administrative forms. In no event will the total amounts transferred for any member opting out of the system be in excess of the actuarially determined amount that would result in any additional costs to the system. Deferred compensation plan participants shall be 100 percent vested in all such transferred amounts unless otherwise provided in the recipient plan, and notwithstanding anything in this plan to the contrary.~~

- (3) Notwithstanding paragraph (1) above, employees in positions classified in the St. Pete Beach Personnel Rules and Regulations Manual as "Managerial," "Administrative," "professional," or "supervisory" (commonly referred to as "MAPS employees") may, ~~by the later of March 30, 2007 or the end of the first month following their date of hire~~ upon employment, notify the board and the city, in writing of their election to ~~cease or elect~~ opt out of participation in this plan. Current employees of the City are not eligible for the opt-out provided for herein. In the event of any such election, he shall be barred from future membership in the system. Contributions to the plan in accordance with section 66-69 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

a. ~~MAPS employees who are active participants in this plan and who elect to opt out of this plan shall have the opportunity to make an irrevocable, one-time election to transfer assets into the city's money purchase plan. Such an election will result in any accumulated employee and employer contributions (for which it shall be assumed that there was an employer contribution equal to ten percent of each participant's compensation for each year of participation, prorated based on the number of months of actual participation, and on which no earnings, gains or losses shall be applied) made after employment and prior to opting out being transferred to that money purchase plan upon completion by the employee of the necessary administrative forms. In no event will the total amount transferred for any member opting out of the system be in excess of the actuarially determined amount that would result in any additional cost to the system. Money purchase plan participants shall be 100 percent vested in all such transferred amounts unless otherwise provided in the recipient plan, and notwithstanding anything in the system to the contrary, such participants shall have no further rights to any benefits under this plan.~~

b. ~~Any and all elections under this section shall be effective on the first of the month following the date of the election.~~

c. ~~Failure to make an election shall be treated as a deemed election to continue participating in the system and to keep such assets in the system. Any MAPS employees who elect to transfer into the money purchase plan,~~

~~but who do not elect to transfer plan assets into the money purchase plan shall continue to earn service credit under the system for vesting purposes, but shall not earn additional service credit for benefit accrual purposes.~~

- ~~d. Former MAPS employees who are retired are not eligible to make this election. MAPS employees who are participating in the DROP as of the effective date of this section are treated as retirees under this plan, which means that such individuals are not entitled to elect to transfer funds into the money purchase pension plan.~~

* * *

SECTION 3: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by adding Section 66-40, Missing benefit recipients, to read as follows:

Secs. 60-40 41 – 66-65. - Reserved

Sec. 66-40. Missing benefit recipients.

The system shall follow the procedures outlined in the IRS Employee Plans Compliance Resolution System (EPCRS) Program and other applicable IRS guidance to locate any missing individuals to whom a full unreduced benefit payment is due and if, at the conclusion of such efforts, the individual cannot be located, the existing procedure of cancelling payments otherwise due (provided that, if the individual is later located, the benefits due shall be paid) will apply.

SECTION 4: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-66, Board of trustees, subsection (c), to read as follows:

* * *

(c) Elective employee trustees shall be elected by vote of all members of the respective departments which come within the purview of this article at places designated by the board, of which all qualified members entitled to vote shall be notified in person or by written notice ten days in advance of the election. The two employee members who receive the highest number of votes for office shall be declared elected and shall take office immediately upon commencement of the term of office for which elected or as soon thereafter as he shall qualify therefor. An election shall be held not more than 30 days and not less than ten days prior to the commencement of the term for which a trustee is to be elected. The board shall establish and administer the nominating and election procedure for each election, and the board shall elect from among its members a chairman, ~~vice chairman~~ and secretary, ~~within ten days after the new employee trustees are elected and duly qualified.~~

* * *

SECTION 5: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-101, Benefit amounts and eligibility, subsection (a) *Normal retirement date*, to read as follows:

~~(a) *Normal retirement date.* Under this article, a member's normal retirement date for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to October 1, 2012; and members who are employed on September 30, 2012 and have attained age 55 or 25 years of credited service on that date shall be the first day of the~~

~~month coincident with or next following the earlier of the attainment of age 55 years, regardless of years of credited service, or the completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date.~~

(a) Normal retirement age and date. Under this article, a member's normal retirement date for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to October 1, 2012; and members who are employed on September 30, 2012 and have attained age 55 or 25 years of credited service on that date shall be the earlier of the attainment of age 55 years, regardless of years of credited service, or the completion of 25 years of credited service, regardless of age. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

Normal retirement under the system is retirement from employment with the city on or after the normal retirement age and date. The normal retirement date for members who are employed on September 30, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after October 1, 2012, shall be as provided in section 66-116; provided, members who are employed on September 30, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through September 30, 2012 upon attaining age 55 or 25 years of credited service, and terminating city employment. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

* * *

SECTION 6: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-103 Disability, subsection (a) *Generally*, to read as follows:

(a) *Generally.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a general employee shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to two and one-quarter percent of his average final compensation multiplied by his total years of credited service. ~~Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Subject to (a)(4) below, only active members of the system on the date the board determines entitlement to a disability benefit are eligible for disability benefits.

- (1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.
- (2) If a member voluntarily terminates his employment, either before or after filing an application for disability benefits, he is not eligible for disability benefits.
- (3) If a member is terminated by the city for any reason other than for medical reasons, either before or after he files an application for disability benefits, he is not eligible for disability benefits.

(4) The only exception to (1) above is:

- a. If the member is terminated by the city for medical reasons and he has already applied for disability benefits before the medical termination, or;
- b. If the member is terminated by the city for medical reasons and he applies within 30 days after the medical termination date.

If either (4)a., or (4)b. above applies, the member's application will be processed and fully considered by the board.

SECTION 7: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-108 Maximum Pension, subsection (f) *Less than ten (10) years of participation or service*, subsection (h) *Ten thousand dollar (\$10,000) limit; less than ten years of service*, subsection (l) *Additional limitation on pension benefits*, adding subsection (m) *Effect of direct rollover on 415(b) limit*, to read as follows:

* * *

(f) *Less than ten (10) tears of participation-or-service.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 66-103 or pre-retirement death benefits paid pursuant to Sec. 66-102.

* * *

(h) *Ten thousand dollar (\$10,000) limit; less than ten years of service.* Notwithstanding anything in this section 66-108, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of section 66-108 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not any at time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of section 66-108 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

* * *

(l) *Additional limitation on pension benefits.* Notwithstanding anything herein to the contrary:

- (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction

does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

(m) *Effect of direct rollover on 415(b) limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by adding Section 66-112, Reemployment after retirement, to read as follows:

Section 66-112. Reserved Reemployment after retirement.

1. Any retiree who is retired under this system may be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this system. Notwithstanding the previous sentence, reemployment by the city shall be subject to the limitations set forth in this Section.

2. *After normal retirement.* Any retiree who is retired under normal retirement pursuant to this System and who is reemployed as a General Employee after that Retirement and, by virtue of that reemployment, is eligible to participate in this System, shall upon being reemployed continue receipt of benefits if he is at least age sixty-two (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). Upon reemployment, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon Retirement shall be based upon the benefit accrual rate, Average Final Compensation, and Credited Service as of that date (not including any period of DROP participation) and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation, and Credited Service as of the date of subsequent retirement (based only on the subsequent employment period). The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the Member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit.

3. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City after that Retirement and, by virtue of that reemployment is ineligible to participate in this System, shall, during the period of such reemployment, continue receipt of benefits previously earned if he is at least age sixty-two (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). Former DROP participants shall begin receipt of benefits under these circumstances.

4. *After early or disability retirement.* Any Retiree who is retired under early or disability retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity shall discontinue receipt of benefits from the System. If by virtue of that reemployment, the Retiree is eligible to participate in this System, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment

period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, Average Final Compensation, Credited Service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period), and Credited Service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.

5. *Reemployment of terminated vested persons.* Reemployed terminated vested persons shall not be subject to the provisions of this Section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early Retirees for purposes of applying the provisions of this Section and their status as an early or normal Retiree shall be determined by the date they elect to begin to receive their benefit.

6. *DROP participants.* Retirees who were in the Deferred Retirement Option Plan shall, following termination of employment after DROP participation, have the options provided for in this Section for reemployment.

SECTION 9: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-113, Deferred retirement option plan, to read as follows:

Sec. 66-113. Deferred retirement option plan.

- (a) *Definitions.* As used in this section 66-113, the following definitions apply:"
 - (1) *DROP* means the City of St. Pete Beach General Employees' Deferred Retirement Option Plan.
 - (2) *DROP account* means the account established for each DROP participant under subsection (c).
 - (3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
- (b) *Participation.*
 - (1) *Eligibility to participate.* In lieu of terminating his employment as a general employee, any member who is eligible for normal retirement under section 66-101(a), of the system may, prior to October 1, 2012, elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants

effective October 1, 2012, and no member may enter the DROP on or after that date; provided, a member who is employed on September 30, 2012 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after October 1, 2012 in accordance with the provisions of this section.

- (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.
- (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.
- (4) *Termination of participation.*
 - a. A member's participation in the DROP shall cease at the earlier of:
 1. The end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. Termination of his employment as a general employee.
 - b. Upon the member's termination of participation in the DROP, pursuant to subsection 1. above, all amounts provided for in this subsection (c)(2), including monthly benefits and investment earnings or losses or interest, as applicable, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a general employee.
 - c. A member who terminates his participation in the DROP under subsection (b)(4) shall not be permitted to again become a participant in the DROP.
- (5) *Effect of DROP participation on the system.*
 - a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. The member shall not accrue any additional credited service or any additional benefits under the system (except for any additional benefits provided under any cost-of-living adjustment in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system, nor shall he be eligible for disability, nor shall his estate or beneficiary be eligible for pre-retirement death benefits.
 - b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a general employee, no amounts shall be paid to him from the system until he terminates his employment as a

general employee. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a general employee.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a general employee and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a general employee.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of seven and one-half percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants); or
2. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member is employed by the city as a general employee after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city as a general employee. A member employed by the city as a general employee after the permissible period of DROP participation will still not be eligible for disability benefits, nor shall his estate or beneficiary be eligible for pre-retirement death benefits, nor will he accrue additional credited service.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a general employee. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a general employee.

(2) *Form of distribution.*

- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a ~~cash~~ lump sum, subject to the direct rollover provisions set forth in subsection (d)(6). A member may elect, in such time and manner as the board shall prescribe, to receive ~~an~~ the optional form of benefit described below.

- 1.———Until the value of the member's DROP account is completely depleted, payments in approximately equal quarterly or annual installments over a period, designated by the member, not to exceed the life expectancy of the last survivor of the member and his beneficiary. In the event that the member dies before all installments have been paid, the remaining balance in his DROP account shall be paid in an immediate cash lump sum to his beneficiary, or if none is designated, then to the member's estate.

~~2. The purchase of a nonforfeitable fixed annuity payable in such form as the member may elect. Elections under this clause 2. shall be in writing and shall be made in such time or manner as the board shall determine.~~

- b. Notwithstanding the preceding, if a member dies before his benefits commence, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.
- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall begin as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.
- (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
- (5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "minimum distribution of benefits" provisions as provided for herein.
- (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 66-110.
- (e) *Administration of DROP.*
- (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
- (2) *Individual accounts, records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including

records showing the individual balances in each member's DROP account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.
- (4) *Limitation of liability.*
 - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
 - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.
- (f) *General provisions.*
 - (1) The DROP is not a separate retirement plan. Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 66-108 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
 - (2) Notional account. The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
 - (3) No employer discretion. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

- (4) IRC limit. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (4 5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (2 6) *Facility of payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (3 7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- ~~(4) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.~~
- (5 8) *Written elections, notification.*
- a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time and manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.
- (6 9) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.
- (7 10) *Construction.*
- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
 - b. The titles and headings of the subsections in this section 66-113 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.
- (8 11) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.
- (9 12) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 10: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-114, Prior government service, subsection (5), to read as follows:

- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other governmental agency, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 66-108, subsection (k l)(2).

SECTION 11: That Chapter 66, Article II General Employees' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-116 Benefits Effective October 1, 2012, subsection (b) *Benefit amounts and eligibility*, (1) *Normal retirement date*, to read as follows:

- (b) (1) ~~*Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age 60 and completion of 10 years of credited service, or 30 years of credited service regardless of age. Provided, a member with 10 or more years of credited service on September 30, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited~~

~~service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.~~

Normal retirement age and date. A member's normal retirement age is the earlier of the attainment of age 60 and completion of 10 years of credited service, or 30 years of credited service regardless of age. Provided, a member with 10 or more years of credited service on September 30, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

* * *

SECTION 12: Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 13: Severability.

If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 14: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15: Effective Date.

This ordinance shall become effective immediately upon final passage as provided by law.

Alan Johnson, Mayor

FIRST READING : _____

PUBLISHED : _____

SECOND READING : _____

PUBLIC HEARING : _____

I, Rebecca 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 _____, 2019.

Rebecca Haynes, City Clerk

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

December 19, 2018

Mr. Vince Tenaglia
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, Florida 33706

Re: City of St. Pete Beach General Employees' Retirement System - Proposed Ordinance

Dear Vince:

As you know, I represent the Board of Trustees of the City of St. Pete Beach General Employees' Retirement System. Enclosed please find a proposed ordinance amending the City of St. Pete Beach General Employees' Retirement System which is recommended by the Board for adoption by the City. With changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS) and recent litigation, the following amendments to the pension plan are proposed:

1. Section 66-26, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
 - b. Credited Service - to clarify IRC regulations on leave conversions
 - c. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling
2. Section 66-27, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.
3. Section 66-40, Missing benefit recipients, is being added in accordance with a recent IRS Programs Compliance Memorandum that requires plans to have an approved method for locating terminated individuals who are due benefits from the plan.
4. Section 66-66, Board of trustees, is being amended to remove the requirement to have a vice-chairman and the requirement that a new employee trustee must take the oath within 10 days of being elected.

5. Section 66-101, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.
6. Section 66-103, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension in the event that they have resigned or their employment is terminated. This clarification does not change the way in which this provision has been applied or interpreted in the past. This change is being made because the current language has been challenged in litigation as being unclear and has resulted in unintended application of the language. The recommended change clarifies the language with no change in the intended application.
7. Section 66-108, Maximum Pension, has had several subsections amended to comply with IRC changes.
8. Section 66-112, Reemployment after retirement, is a new section being added to clearly reflect recent IRC guidance on the ability to continue to receive retirement benefits from the system upon reemployment after normal or early retirement.
9. Section 66-113, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

We have also amended the provisions regarding when interest is calculated and paid, which will avoid a participant's forfeiture of interest accrued during the first or second month of the quarter should the member terminate DROP participation at the end of the first or second month of the quarter. Subsection (d)(2) is being amended to clarify that lump sum payments will be made subject to the IRS direct rollover provisions. Subsection (f)(4), Prevention of Escheat is being removed. The information contained in this subsection is being expanded in accordance with IRS guidance and moved to the Miscellaneous Provisions Section of the Plan where it will apply to all benefit recipients rather than just DROP recipients.

10. Section 66-114, Prior Government Service, subsection (5), is being amended to correct a reference.
11. Section 66-116, Benefits effective October 1, 2012, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

Mr. Vince Tenaglia
February 4, 2019
Page 3

I am enclosing a copy of a letter from the Board's actuary, Foster & Foster, Inc., indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

A handwritten signature in black ink, appearing to read "H. Lee Dehner". The signature is written in a cursive, flowing style with some capitalization.

H. Lee Dehner

HLD/ksh
enclosure

cc: Patrick Donlan, with enclosure

January 7, 2019

VIA EMAIL

Mr. Bill Schroeder
St. Pete Beach General Employees' Retirement System
155 Corey Ave.
St. Pete Beach, FL 33706

Re: City of St. Pete Beach
General Employees' Retirement System

Dear Bill:

In response to the letter from Lee Dehner dated December 19, 2018, we have reviewed the proposed Ordinance (identified on page 16 as ksh\spb\gen\12-11-18.ord) to including the following proposed changes:

1. Section 66-26, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent – to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
 - b. Credited Service – to clarify IRC regulations on leave conversions
 - c. Spouse – to clarify the definition in accordance with a recent US Supreme Court ruling
2. Section 66-27, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.
3. Section 66-40, Missing benefit recipients, is being added in accordance with a recent IRS Programs Compliance Memorandum that requires plans to have an approved method for locating terminated individuals who are due benefits from the plan.
4. Section 66-66, Board of trustees, is being amended to remove the requirement to have a vice-chairman and the requirement that a new employee trustee must take the oath within 10 days of being elected.
5. Section 66-101, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.
6. Section 66-103, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension in the event that they have resigned or their employment is terminated. This clarification does not change the way in which this provision has been applied or interpreted in the past. This change is being made because the current language has been challenged in litigation as being unclear and has resulted in unintended application of the language. The recommended change clarifies the language with no change in the intended application.
7. Section 66-108, Maximum Pension, has had several subsections amended to comply with IRC changes.
8. Section 66-112, Reemployment after retirement, is a new section being added to clearly reflect recent IRC guidance on the ability to continue to receive retirement benefits from the system upon reemployment after normal or early retirement.
9. Section 66-113, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

Mr. Bill Schroeder
January 7, 2019
Page Two

The provisions regarding when interest is calculated and paid have also been amended, which will avoid a participant's forfeiture of interest accrued during the first or second month of the quarter should the member terminate DROP participation at the end of the first or second month of the quarter. Subsection (d)(2) is being amended to clarify that lump sum payments will be made subject to the IRS direct rollover provisions. Subsection (f)(4), Prevent of Escheat is being removed. The information contained in this subsection is being expanded in accordance with IRS guidance and moved to the Miscellaneous Provisions Section of the Plan where it will apply to all benefit recipients rather than just DROP recipients.

10. Section 66-114, Prior Government Service, subsection (5), is being amended to correct a reference.
11. Section 66-116, Benefits effective October 1, 2012, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, EA, ASA, MAAA

cc: Lee Dehner, Plan Attorney

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

Issue Considered: Ordinance 2019-11: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.

Date: July 23, 2019

Prepared By: Colette Graston, Human Resources Administrator

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: Ordinance 2019-11 incorporates changes in accordance with the Internal Revenue Code and to comply with Internal Revenue Service programs and regulations as outlined by the Pension Board attorney in the attached letter.

The Pension Board Actuary has determined that there is no cost to the Retirement System associated with these changes (letter attached).

Funding: N/A

Requested Motion: "I move to approve Ordinance 2019-11 on final reading (read title)."

Attachments: Ordinance 2019-11
Letter from Pension Attorney
Letter from Pension Actuary

**Reviewed by
City Manager:** 

CITY OF ST. PETE BEACH, FLORIDA
Ordinance No. 2019-11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES AMENDING SECTION 66-326, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-328, DISABILITY; AMENDING SECTION 66-335, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 66-338, MISCELLANEOUS PROVISIONS; ADDING SECTION 66-339.2, REEMPLOYMENT AFTER RETIREMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA:

SECTION 1. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-326 Benefit amounts and eligibility amending subsection (c) *Early retirement date*, to read as follows:

* * *

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the plan is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 with the three percent reduction provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age, and terminating city employment. For members terminating employment on or after the effective date of this ordinance, the early retirement date will be ~~the later of~~ age 50 and the completion of 10 years of credited service.

* * *

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-328 Disability amending subsections (a) *Disability benefits in line of duty* and (c) *Disability benefits not in line of duty*, adding subsection (h), *Eligibility for disability benefits*, to read as follows:

(a) *Disability benefits in line of duty.* Any member of the firefighters' retirement system who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be

entitled to a monthly pension determined as for normal retirement, taking into account his average final compensation and years of credited service at the date of disability, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. ~~Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.~~ Eligibility requirements for disability benefits are set forth in subsection (h), below.

* * *

(c) *Disability benefits not in line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement taking into account his average final compensation and years of credited service at the date of disability. ~~Terminated persons, either vested or nonvested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.~~ Eligibility requirements for disability benefits are set forth in subsection (h), below.

* * *

(h) *Eligibility for disability benefits.* Subject to (h)(4) below, only active members of the system on the date the board determines entitlement to a disability benefit are eligible for disability benefits.

- (1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.
- (2) If a member voluntarily terminates his employment, either before or after filing an application for disability benefits, he is not eligible for disability benefits.
- (3) If a member is terminated by the city for any reason other than for medical reasons, either before or after he files an application for disability benefits, he is not eligible for disability benefits.
- (4) The only exception to (1) above is:
 - a. If the member is terminated by the city for medical reasons and he has already applied for disability benefits before the medical termination, or;
 - b. If the member is terminated by the city for medical reasons and he applies within 30 days after the medical termination date.

If either (4)a., or (4)b. above applies, the member's application will be processed

and fully considered by the board.

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-335, Deferred retirement option plan, deleting subsection (f)(8), *Prevention of escheat* and renumbering the remaining subsections, to read as follows:

(f) *General provisions.*

* * *

~~—— (8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.~~

(9) *Written elections, notification.*

- a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.

(10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(11) *Construction.*

- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- b. The titles and headings of the subsections in this section 66-335 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 4. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-338 Miscellaneous provisions, subsection (j) *Missing benefit recipient*, to read as follows:

* * *

(j) *Missing benefit recipients.* The system shall follow the procedures outlined in the IRS Employee Plans Compliance Resolution System (EPCRS) Program and other applicable IRS guidance to locate any missing individuals to whom a full unreduced benefit payment is due and if, at the conclusion of such efforts, the individual cannot be located, the existing procedure of cancelling payments otherwise due (provided that, if the individual is later located, the benefits due shall be paid) will apply.

SECTION 5. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339.2 Reemployment after retirement, to read as follows:

Sec. 66-339.2. - Reemployment after retirement.

(a) Any retiree under this system may be reemployed by any public or private employer and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this system. Notwithstanding the previous sentence, reemployment by the city shall be subject to the limitations set forth in this section.

(b) After normal retirement. Any retiree who is retired under normal retirement pursuant to this system and who is reemployed as a firefighter and, by virtue of that reemployment, is eligible to participate in this system, shall upon being reemployed, discontinue receipt of benefits. Upon reemployment, the member shall be deemed to be fully vested and the additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement. Calculations of benefits upon retirement shall be

based upon the benefit accrual rate, average final compensation, and credited service as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average final compensation (based only on the subsequent employment period and not including any period of DROP participation), and credited service as of the date of subsequent retirement. The amount of any death or disability benefit received during a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the retiree may select a different optional form and joint pensioner applicable only to the subsequent retirement benefit.

(c) Any retiree who is retired under normal retirement pursuant to this system who is reemployed by the city in a position other than as a firefighter, shall upon being reemployed, continue receipt of benefits for the period of any subsequent employment period. Former DROP participants shall begin receipt of benefits under these circumstances.

(d) After early retirement. Any retiree who is retired under early retirement pursuant to this system and who subsequently becomes an employee of the city in any capacity, shall discontinue receipt of benefits from the system. If the reemployed person, by virtue of his reemployment, is eligible to participate in this system, that person shall accrue a second benefit as provided for in subsection (2) above and benefit payments shall remain suspended during any such subsequent employment period. If the reemployed person is not eligible to participate in this system, that person's pension benefit payments shall be suspended until the earlier of termination of employment or such time as the reemployed retiree reaches the date that he would have been eligible for normal retirement under this system had he continued employment and not elected early retirement. "Normal retirement" as used in this subsection shall be the current normal retirement date provided for under this system.

(e) After disability retirement.

(1) Subject to paragraph (2) below, any retiree who is retired under Section 66-328, Disability ("disability retiree"), may, subject to subsection (e), Physical examination requirement, of that section, be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way, the retirement benefits payable under this system.

(2) Any disability retiree who subsequently becomes an employee of the city in any capacity, except as a firefighter, shall discontinue receipt of disability benefits from the system for the period of any such employment.

(3) If a disability retiree is reemployed as a firefighter for the city, his disability benefit shall cease and Section 66-328, subsection (e) shall apply.

(f) Reemployment of terminated vested persons. Reemployed terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.

(g) DROP Participants. Retirees who were in the Deferred Retirement Option Plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 6: Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 7: Severability.

If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 8: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: Effective Date.

This ordinance shall become effective immediately upon final passage as provided by law.

Alan Johnson, Mayor

FIRST READING : _____

PUBLISHED : _____

SECOND READING : _____

PUBLIC HEARING : _____

I, Rebecca 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 _____, 2019.

Rebecca Haynes, City Clerk

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

February 4, 2019

Mr. Vince Tenaglia
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, Florida 33706

Re: City of St. Pete Beach Firefighters' Retirement System - Proposed Ordinance

Dear Vince:

As you know, I represent the Board of Trustees of the City of St. Pete Beach Firefighters' Retirement System. Enclosed please find a proposed ordinance amending the City of St. Pete Beach Firefighters' Retirement System which is recommended by the Board for adoption by the City. With changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS) and recent litigation, the following amendments to the pension plan are proposed:

1. Section 66-326, Benefit amounts and eligibility, is being amended to delete language that was inadvertently not removed previously.
2. Section 66-328, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension in the event that they have resigned or their employment is terminated. This clarification does not change the way in which this provision has been applied or interpreted in the past. This change is being made because the current language has been challenged in litigation as being unclear and has resulted in unintended application of the language. The recommended change clarifies the language with no change in the intended application.
3. Section 66-335, Deferred Retirement Option Plan, is being amended to remove subsection (f)(8), Prevention of Escheat and re-number the remaining subsections. The information contained in this subsection is being expanded in accordance with IRS guidance and moved to the Miscellaneous Provisions Section of the Plan where it will apply to all benefit recipients rather than just DROP recipients.
4. Section 66-338, Miscellaneous Provisions, is being amended to add subsection (j), Missing Benefit Recipients. This provision is in accordance with a recent IRS

Mr. Vince Tenaglia
February 4, 2019
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Programs Compliance Memorandum that requires plans to have an approved method for locating terminated individuals who are due benefits from the plan.

5. Section 66-339.2, Reemployment After Retirement, is a new section being added to clearly reflect recent IRC guidance on the ability to continue to receive retirement benefits from the system upon reemployment after normal or early retirement.

I am enclosing a copy of a letter from the Board's actuary, Foster & Foster, Inc., indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City or Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

A handwritten signature in black ink, appearing to read "H. Lee Dehner". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

H. Lee Dehner

HLD/ksh
enclosure

cc: Patrick Donlan, with enclosure

January 7, 2019

VIA EMAIL

Mr. Ryan Holt
St. Pete Beach Firefighters' Retirement System
155 Corey Avenue
St. Pete Beach, Florida 33706

Re: City of St. Pete Beach Firefighters' Retirement System

Dear Ryan:

In response to Lee Dehner's letter dated December 19, 2018, we have reviewed the proposed Ordinance (identified on page 6 as ksh\spb\fire\12-13-18.ord) to including the following proposed changes:

1. Section 66-326, Benefit amounts and eligibility, is being amended to delete language that was inadvertently not removed previously.
2. Section 66-328, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension in the event that they have resigned or their employment is terminated. This clarification does not change the way in which this provision has been applied or interpreted in the past. This change is being made because the current language has been challenged in litigation as being unclear and has resulted in unintended application of the language. The recommended change clarifies the language with no change in the intended application.
3. Section 66-335, Deferred Retirement Option Plan, is being amended to remove subsection (f)(8), Prevention of Escheat and re-number the remaining subsections. The information contained in this subsection is being expanded in accordance with IRS guidance and moved to the Miscellaneous Provisions Section of the Plan where it will apply to all benefit recipients rather than just DROP recipients.
4. Section 66-338, Miscellaneous Provisions, is being amended to add subsection (j), Missing Benefit Recipients. This provision is in accordance with a recent IRS Programs Compliance Memorandum that requires plans to have an approved method for locating terminated individuals who are due benefits from the plan.
5. Section 66-339.2, Reemployment After Retirement, is a new section being added to clearly reflect recent IRC guidance on the ability to continue to receive retirement benefits from the system upon reemployment after normal or early retirement.

We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Ryan Holt
January 7, 2019
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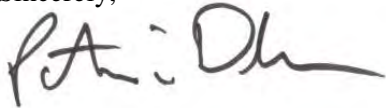
Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "P. T. Donlan", is written over a light gray rectangular background.

Patrick T. Donlan, EA, ASA, MAAA

cc: Lee Dehner, Board Attorney

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

Issue Considered: Resolution 2019-07: Establishing the fiscal year 2020 tentative millage rate and scheduling public hearings for budget adoption.

Date: July 23, 2019

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: Public hearings are tentatively scheduled for adoption of the fiscal year 2020 budget on September 3 and September 17, 2019. Prior to the public hearings, the Pinellas County Property Appraiser will mail Truth in Millage (TRIM) notices to residents, indicating the proposed millage rate being considered by the City of St. Pete Beach. The final rate adopted by the City Commission in September may be lower but cannot exceed the rate advertised via TRIM notices. Staff is requesting confirmation of the public hearing dates and direction on the millage rate to be advertised.

The proposed budget is based on the current rate of 3.1500 mills per \$1,000 of taxable value. This will generate \$628,145 in new revenue due to a 6.57% increase in property values.

Staff recommends advertising the 3.1500 millage rate. This will allow the City to balance its budget and fund the capital projects identified in the Capital Improvement Plan.

Requested Motion: "I move to approve Resolution 2019-07 (read title)."

Attachment: Resolution 2019-07

**Reviewed by the
City Manager:**

AR

RESOLUTION 2019-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE CITY'S PROPOSED MILLAGE RATE AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE PROPOSED BUDGET FOR FISCAL YEAR 2020; AUTHORIZING THE CITY MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE CITY CLERK TO SERVE THIS RESOLUTION ON THE PINELLAS COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require the City, within thirty-five (35) days, to advise the Property Appraiser of the City's proposed millage, the City's rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes and the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF ST. PETE BEACH, FLORIDA, AS FOLLOWS:

Section One: Recitals. The above recitals ("Whereas" clauses) are true and correct and are incorporated herein by reference.

Section Two: Declaration of Proposed Millage Rate. The proposed millage rate for the City of St. Pete Beach for Fiscal Year 2020 is declared to be 3.1500 mills, which is \$3.1500 per \$1,000.00 of assessed property within the City of St. Pete Beach.

Section Three: Declaration of Rolled-Back Rate. The rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes is 2.9616 mills, which is \$2.9616 per \$1,000.00 of assessed property within the City of St. Pete Beach. The proposed millage rate is 6.36% higher than the rolled-back rate.

Section Four: Schedule of Budget Hearings. The date, time, and place of the first and second public hearings for the City of St. Pete Beach to consider the proposed budget and proposed

millage rate and to finalize the budget and adopt a millage rate, respectively, are scheduled as follows:

First Public Budget Hearing (to consider the tentative budget and proposed millage rate):

Date: Tuesday, September 3, 2019

Time: 6:00 p.m.

Place: Commission Chambers, City Hall, 155 Corey Avenue, St. Pete Beach, FL 33706.

Second Public Budget Hearing (to finalize the budget and adopt a millage rate):

Date: Tuesday, September 17, 2019

Time: 6:00 p.m.

Place: Commission Chambers, City Hall, 155 Corey Avenue, St. Pete Beach, FL 33706

Section Five: Authorization of City Manager. In the event that the Board of County Commissioners of Pinellas County, Florida, or the Pinellas County School Board schedule any County Budget Hearing on a date scheduled for a City of St. Pete Beach Budget Hearing, the City Manager is authorized to change the date of either or both of the City of St. Pete Beach Budget Hearings.

Section Six: Directions to City Clerk. The City Clerk is directed to attach the original Certification of Taxable Value to a certified copy of this Resolution and effect service of same upon the Honorable Mike Twitty, Pinellas County Property Appraiser on or before Friday, August 2, 2019.

Section Seven: Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this ____ day of _____, 2019, by the City Commission of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney