



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, October 14, 2024
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the October 14, 2024 City Commission agenda.

2. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non- public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.

3. Consent -

a. September 23, 2024, City Commission Meeting Minutes

b. Adopt Resolution 2024- 17: Extend State of Emergency - Hurricane Helene

c. Adopt Resolution 2024-18: Extend State of Emergency - Hurricane Milton

d. Authorization for the City Manager to enter into a two-year coverage agreement with Public Risk Management of Florida in the amount of \$852,511

e. Approve Resolution 2024-11; Statewide Mutual Aid Agreement

- f. Resolution 2024-09: Shared Parking Agreement**
 - g. Move to authorize the City Manager to enter into a service agreement with Bomac Construction Services Inc. dba GH Street Sweeping for street and parking lot sweeping in the amount of \$42,000.00 per year (\$151,200.00 for contract duration).**
 - h. Authorize the City Manager to sign the Amendment to S. Renee Narloch and Associates Employment Search Firm Agreement to include the search for an Assistant City Manager and a City Attorney in the amount of \$42,900**
 - 4. Action Items -
 - a. Selection of the Interim City Attorney**
 - 5. Ordinances -
 - a. Public Hearing to Adopt Emergency Ordinance 2024-09: Permitting Elevation of Nonconforming Residential Structures, and Allowing Changeouts of Nonconforming Residential Ancillary Equipment**
AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES, AND DIVISION 6 – SUPPLEMENTAL REGULATIONS SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Open the public hearing. Close the public hearing after public comments.

Action Request: Motion to adopt Ordinance 2024-09.
 - b. Public Hearing to Adopt Ordinance 2024-06: Parking Meter and Wastewater Fees**
AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING APPENDIX A OF THE CITY'S CODE OF ORDINANCES; IMPLEMENTING AN HOURLY PUBLIC PARKING INCREASE; IMPLEMENTING A WASTEWATER FEE INCREASE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Open the public hearing. Close the public hearing after public comments.
 - 6. Items for Discussion -
 - 7. City Clerk, City Manager, City Attorney and City Commission Reports -
 - 8. 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.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 12:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall or www.stpetebeach.org.

DRAFT
City Commission Meeting
September 23, 2024
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Andrew Dickman, City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Senior Planner
Jennifer McMahon, Acting Assistant City Manager
Camden Mills, City Engineer/Assistant Public Works Director
Nicole Kurant, Engineer I

Mayor Petrila called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance.

1. PRESENTATIONS

a. Development Moratoria and Planning in Progress

Susan Trevarthen, Partner with Weiss Serota Helfman Cole + Bierman, presented to the City Commission on development moratoria and planning in progress stays on development within the context of comprehensive planning. The presentation included topics such as a moratorium and its scope, Statute 163.3161(10), judicial scrutiny depending on length of the moratorium, impact on current development proposals, and steps to adopt a moratorium. A copy of this presentation is made part of the record.

The Commission asked Ms. Trevarthen questions. She confirmed that the length of the moratorium should be supported with proper documentation. It was mentioned that the Comprehensive Plan review the City is undergoing is estimated to take 18 months; therefore, starting with a 12-month moratorium would be proper, with extensions if/when necessary.

b. Gulf Boulevard Utility Undergrounding Program Report

Camden Mills, City Engineer/Assistant Public Works Director, introduced this program and report, which is part of the Agenda. He also introduced Nicole Kurant, Public Works Engineer and Project Manager for this Program.

Nicole Kurant reviewed the presentation that is attached to the Agenda. A brief question and answer session followed.

2. APPROVAL OF THE AGENDA

Vice Mayor Moholland requested a discussion item on Ordinance 2024-06 [parking and wastewater fees].

City Manager Robustelli requested the removal of Consent item 4.e. and Action item 5.b. She stated that Ordinance 2024-03 is a companion to the quasi-judicial hearing and asked that it be heard after the hearing.

Commissioner Rzewnicki requested that Consent items 4.b. be moved to action items.

Mayor Petrila requested the addition of two discussion items: discussion on a moratorium and Planning Board supplies and resources.

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the modified September 23, 2024, City Commission Agenda.

3. AUDIENCE COMMENTS

Resident Anne Borghetti commented on standing water and tidal flooding at her property and requested a priority on resiliency and flooding relief for the City.

4. CONSENT

- a. Approve the September 9, 2024, City Commission Budget and Regular Business Meeting Minutes
- b. ~~Authorize the City Manager to approve a revised purchase agreement for Pump Station 1 purchase with Xylem Water Solutions in the amount of \$1,320,640~~ *moved to Action Item 5.h.*
- c. Authorize the City Manager to execute the Seventh Addendum and Renewal with the Pinellas Transit Suncoast Authority for the Suncoast Beach Trolley Agreement for Fiscal Year 2025 transit service for \$251,212.50
- d. Authorize Mayor Petrila to sign the Amendment to the Interlocal Agreement for the Creation of the Pinellas County Metropolitan Planning Organization
- e. ~~Authorize the City Manager to enter into a purchase agreement with All Roads Kenworth, LLC, utilizing the Florida Sheriff's Association Cooperative Purchasing Program, to purchase a 2025 Kenworth T480 with IMT Dominator III crane truck in the amount of \$317,009~~ *removed*
- f. Renewal of the Cybersecurity Insurance Agreement with Brown & Brown, covering the period of October 1, 2024, through September 30, 2025, in the amount of \$45,588.00, and authorize the City Manager to execute the Agreement.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the September 23, 2024, Consent Agenda with the amendments as outlined.

5. ACTION ITEMS

- a. Authorize the City Manager to execute the Pinellas County Sheriff's Office interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2024 to September 30, 2025, for \$3,504,588.00

Ms. McMahon stated that this is the annual Agreement for law enforcement services.

Captain Leiner, Pinellas County Sheriff's Office, reviewed the attached Agreement and the amounts outlined in the service worksheet as part of the Agenda.

Motion: Vice Mayor Moholland moved, Commissioner Marriott seconded, and the motion carried 5-0 to authorize the City Manager to execute the interlocal agreement with Pinellas County Sheriff's Office for law enforcement services from October 1, 2024, to September 30, 2025, for \$3,504,588.00

- ~~b. Approve construction activities in the amount not to exceed a \$25,000 match in fundraising efforts to support the Veterans of Pinellas County efforts to construct a Medal of Honor Memorial at McKenney Park removed~~**
- c. Adopt Resolution 2024-07: authorize the City Manager to enter into an agreement with the Tampa Bay Beaches Chamber of Commerce to coordinate and oversee the Business Site Improvement Grant Program; and provide for an effective date.**

Ms. McMahon reviewed the presentation that is attached to the agenda. The program was reviewed, and applications received were discussed.

Commissioner Marriott acknowledged that she applied for the Business Site Improvement Grant for her business before she was elected Commissioner; she announced her withdrawal.

Vice Mayor Moholland stated that he is not a fan of this program and would rather the dollars invested in this program be transferred to assist with infrastructure issues.

Robin Miller, CEO of Tampa Bay Beaches Chamber of Commerce, acknowledged the Vice Mayor's opinions on the program and stated that if the Commission feels it is not serving the community as intended, then the City can sunset the program and always reopen it later if decided.

Mayor Petrila reviewed the list of applicants and recommended that the City honor the two businesses that applied and completed their work; he also recommended funding The Helm's application.

Commissioner Rzewnicki echoed the Vice Mayor's comments and agreed the funding could be better utilized.

Commissioner Marriott agreed with sunseting the program and would like the City to honor the following applications: St. Pete Beach Produce, Casa Del Pane, Bay Palms, and The Helm.

Vice Mayor Moholland moved to deny Resolution 2024-07, authorizing the City Manager to enter into an agreement with the Tampa Bay Beaches Chamber of Commerce to coordinate and oversee the Business Site Improvement Grant Program and requested the City Manager reallocate the funds to Public Works maintenance plan (the funds from this denial).

City Manager Robustelli asked that the motion state that the funds from this program be reallocated to the Capital Improvement Fund towards capital projects. She will bring back which project it will be added to for discussion.

The motion on the floor died for lack of a second.

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 3-2 to deny Resolution 2024-07, authorizing the City Manager to enter into an agreement with the Tampa Bay Beaches Chamber of Commerce to coordinate and oversee the Business Site Improvement Grant Program. Mayor Petrila and Commissioner Robinson voted no.

Motion: Vice Mayor Moholland moved, Commissioner Marriott seconded, to reallocate the \$50,000.00 from this program to the Capital Improvement Plan budget.

Motion: Mayor Petrila moved, Commissioner Marriott seconded, and the motion carried to amend the motion on the floor to include the \$15,175.57 from the FY 2023 [Business Site

Improvement Grant Program] funds.

The main motion on the floor with the adopted amendment carried 5-0. [The total amount to be reallocated is \$65,175.57].

- d. Quasi-Judicial Public Hearing to approve Preliminary Plat No. 24042, requested by Ely Payne of Baysite Engineering, LLC., for SMILEY'S SNACK SHACK-ST PETE BEACH INC, to subdivide 3700 Gulf Blvd. [Parcel #07-32-16-21852-028-0001] to create four fee-simple parcels proposed for residential townhouses, with remaining land held in common homeowners' association ownership**

City Attorney Andrew Dickman reminded the Commission of the quasi-judicial hearing process. Each elected official mentioned ex-parte communications as it related to this project.

The City Clerk duly swore all those who wished to address the City Commission.

Attorney Katie Cole of Hill Ward Henderson, representing the Applicant, gave a presentation to the City Commission, which is attached as part of the meeting record.

The Impervious Surface Ratio (ISR) was heavily discussed. Ely Payne, Baysite Engineering, explained how the ISR is defined.

Discussion ensued about the RFM Zoning District, the maximum height allowed, surrounding zoning, and heights. Mayor Petrila expressed trepidation about the height of these townhomes due to the height in the surrounding zoning; he opined that the RM Zoning District may be better suited, as the maximum height allowed is more in line with the surrounding properties. He questioned the Applicant on other options they have for this project, considering the City's discussions on a development moratorium.

Commissioner Rzewnicki spoke about the Don CeSar Property Owners' Corporation (DCPOC) Neighborhood and their fears of this property being built into a condominium that may allow transient use; the Applicant for this project would stipulate to a restrictive covenant that would place appropriate parameters on transient use, if any, of these homes.

Mayor Petrila opened the public hearing.

Kathy Garchow, resident and speaking on behalf of DCPOC, addressed the letter from the President of the DCPOC showing the DCPOC's support of this project.

Resident Cindy Perry discussed the zoning code and its restrictions acknowledging no requirement to limit transient lodging; the Applicant has expressed their commitment and stipulation to limiting transient use of this property.

Hearing no further public comment, the public hearing was closed.

Commissioner Rzewnicki understood the Mayor's concerns and stated that the surrounding properties are happy with this project and request.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion failed 2-3 to approve Preliminary Plat 24042 with the recommended staff condition and agreed-upon covenant. Mayor Petrila, Vice Mayor Moholland, and Commissioner Robinson voted

no.

Vice Mayor Moholland addressed his concerns with the decision today. He fears the precedent this would set for other developments and opined that approving this could create further hazards for the City, including the health, safety, and welfare of its residents.

Mayor Petrila expressed similar concerns to those expressed by the Vice Mayor; he is concerned about the project's height, density, and conformity.

Commissioner Robinson is concerned about rewriting the Land Development Code due to the current review; she echoed concerns about the precedent this could set. Ms. Robinson is concerned that this project could significantly impact the stormwater system and infrastructure, which could affect the safety of the residents.

Ordinance 6. a. Approve the first reading of Ordinance 2024-03: Permitting Attached Single-Family Residential in the Resort Facilities Medium Zoning District and Adjusting Subdivision Lot Coverage Standards

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE DIVISION 14 – RFM RESORT FACILITIES MEDIUM DISTRICT, SECTION 14.2 – PERMITTED PRINCIPAL USES AND STRUCTURES, AND DIVISION 24 – SUBDIVISIONS, SECTION 24.9 – DEVELOPMENT AND SUBDIVISION OF SINGLE-FAMILY ATTACHED DWELLINGS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Mayor Petrila opened the public hearing; after hearing no public comment, the public hearing was closed.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion failed 2-3 to approve the first reading of Ordinance 2024-03. Mayor Petrila, Vice Mayor Moholland, and Commissioner Robinson voted no.

e. Continue the Public Hearing on Ordinance 2024-04: Establishing the Millage Rate for Fiscal Year 2025

Motion: Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to continue the public hearing on Ordinance 2024-04 to September 24, 2024, at 5:01 p.m. in these Chambers.

f. Continue the Public Hearing on Ordinance 2024-05: Adopting the Budget for Fiscal Year 2025

Motion: Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to continue the public hearing on Ordinance 2024-05 to September 24, 2024, at 5:01 p.m. in these Chambers.

g. Discussion for the Commission to provide direction to the City Manager regarding Interim appointment of a City Attorney and the process for regular appointment of a City Attorney

The City Manager addressed the process the City took to solicit interest for an interim City Attorney. Seven responses were received and are attached to the Agenda. She asked the Commission to decide on 2 to 4 candidates that can be contacted to have individual interviews with the Commission over the next two weeks. This discussion

and selection will be added to the October 8th agenda, followed by a contract to be placed on the meeting afterward.

The Commissioners provided their top selections as follows:

- Vice Mayor Moholland – Vose Law Firm, Trask Daigneault, and Vernis and Bowling
- Commissioner Rzewnicki – Vose Law Firm, Trask Daigneault, and Vernis and Bowling
- Commissioner Robinson – Vose Law Firm, Gray Robinson, and Trask Daigneault
- Commissioner Marriott – Vose Law Firm, Trask Daigneault, and Stokes
- Mayor Petrila – Vose Law Firm and Trask Daigneault

Since Vose Law Firm and Trask Daigneault LLP Attorneys were both in the top, they will be contacted for one-on-one interviews with each Commissioner in the next two weeks.

Wade Vose, managing partner at Vose Law Firm, thanked the City Commission for their selection and gave some brief information about the Firm.

Ralf Brooks, an Attorney with Vose Law Firm, stated that he served as the City Attorney for St. Pete Beach from 2007 to 2008 and shared some information on Vose Law Firm.

City Manager Robustelli informed the Commission of three options for selecting a City Attorney: use an executive recruiter to search for an in-house attorney, use a similar appointment procurement process to search for a long-term City Attorney as was done for the interim, or do both options concurrently.

Vice Mayor Moholland expressed some concerns about having an in-house attorney, which Commissioners Rzewnicki and Marriott echoed.

Commissioner Robinson is okay with doing both processes concurrently.

Mayor Petrila would like the City to explore both options.

Vice Mayor Moholland would like to know the executive search firm's search parameters before investing money in it; this will be brought back to the Commission on October 8th.

h. Authorize the City Manager to approve a revised purchase agreement for Pump Station 1 purchase with Xylem Water Solutions in the amount of \$1,320,640 (moved from Consent)

Mr. Mills acknowledged that the City could revise the purchase order and contract originally signed for this purchase in November 2023.

Resident BJ Lawson complimented the Gulf Boulevard presentation given earlier this evening. He reviewed a June article regarding St. Pete Beach sewer issues. A copy of the news article is included in the record.

Motion: Commissioner Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to authorize the City Manager to approve a revised purchase agreement for Pump Station 1 purchase with Xylem Water Solutions in the amount of \$1,320,640.

7. ITEMS FOR DISCUSSION

a. Discussion on Ordinance 2024-06 (Parking and Wastewater Fees) (added)

Vice Mayor Moholland explained his request to increase the parking fees before adoption at the October 8th meeting. A copy of his methodology is included in the record.

Discussion ensued on the rate increase, with the Commission recommending an increase to \$4.50/hr on weekdays and \$5.50/hr on weekends. The ordinance will include these fees when presented to the Commission at the next meeting.

Motion: Commissioner Rzewnicki moved, Commissioner Marriott seconded, and the motion carried 5-0 to extend the meeting to 10:30 p.m.

b. Moratorium (added)

Mayor Petrila discussed tonight's presentation on this topic and would like the City to start by adopting a 12-month moratorium. He expressed the reasons needed for the in-depth review of the City's Comprehensive Plan, which should be coupled with adopting a moratorium. Mayor Petrila wants to work with the Weiss Serota Helfman Cole + Bierman firm on this.

Commissioner Marriott expressed her opinions on the moratorium and its unintended consequences. She hopes that the details are given significant importance.

City Manager Robustelli will check with the special counsel within the next 30 days to see if a one-hour workshop is available.

c. Materials for Planning Board Members (added)

Mayor Petrila would like the City to offer the Planning Board members a printed copy of the Comprehensive Plan and the Land Development Code. A binder of the Land Development Code should also be made available to the Board of Adjustment members.

City Clerk LaRowe will check with Municode on the cost for 10 copies of the Land Development Code and 5 copies of the Comprehensive Plan.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY, AND CITY COMMISSION REPORTS

Amber LaRowe, City Clerk – announced that the advertisement for the City's qualification period has been sent to the Tampa Bay Times and is on the City's election page of the website.

Frances Robustelli, City Manager – gave an update on the storm, stating it is predicted to be a hurricane by Wednesday.

Attorney Andrew Dickman, City Attorney– discussed an appeal to a Special Magistrate Order that requires a response from the appellate by September 27th, with the City required to respond within 30 days after that. He would like the latitude from the City Commission to respond to this order, and the Commission agreed.

Vice Mayor Moholland – commented on a recent sewer issue for a resident in Vina and complimented the Public Works staff who provided immediate service.

Commissioner Rzewnicki – announced the Belle Vista Community Meeting on October 10th and the DCPOC

meeting on November 13th.

She asked neighbors to check on each other to prepare for the upcoming storm. She asked that a copy of the City's emergency plan be sent to the Commission.

Commissioner Robinson – said she recently placed a suggestion box at the Library to assist with her community meetings.

Mayor Petrila adjourned the meeting at 10:30 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ADRIAN PETRILA
MAYOR



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 3)**

CITY OF ST. PETE BEACH

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread throughout the City causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes;

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, Pursuant to Chapter 34 – Civil Emergencies, Article II - Emergency Management, the Declaration of Local Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above "Whereas" clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders

- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-17 attached as Exhibit A) within 5 working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Helene.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect at 5:00 PM on October 15, 2024, and shall expire seven (7) calendar days later unless extended (for periods not exceeding 7 calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS AND EFFECTS OF HURRICANE HELENE; AND PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes; and

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

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

SECTION 2. The Declaration of Local Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(3)(a) 5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;

- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE MILTON
(Extension No. 1)**

CITY OF ST. PETE BEACH

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a State of Emergency for Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread throughout the City causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes;

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, Pursuant to Chapter 34 – Civil Emergencies, Article II - Emergency Management, the Declaration of Local Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above "Whereas" clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders

- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the City Commission, pursuant to Section 34-38 of the City's Code of Ordinances, is required to confirm the proclamation by Resolution (Resolution 2024-18 attached as Exhibit A) within 5 working days of this declaration unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Milton.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect on October 14, 2024, and shall expire seven (7) calendar days later unless extended (for periods not exceeding 7 calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2024.

Adrian Petrila, Mayor

RESOLUTION 2024-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS AND EFFECTS OF HURRICANE MILTON; AND PROVIDING FOR SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes; and

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

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

SECTION 2. The Declaration of Local Emergency shall be extended for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

SECTION 3. The City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(3)(a) 5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;

- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

SECTION 4. **BE IT FURTHER RESOLVED THAT** the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency.

SECTION 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Authorization for the City Manager to enter into a two-year coverage agreement with Public Risk Management of Florida in the amount of \$852,511

Action Request: Authorization for the City Manager to enter into a two-year coverage agreement with Public Risk Management of Florida

Strategic Objective: Internal Operations: Risk Management

Date: October 14, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Frances Robustelli, City Manager

Summary of Issue: This is a request to authorize a two-year coverage agreement for property and casualty insurance coverage with Public Risk Management (PRM), an insurance pool for governmental agencies in the State of Florida. The selected fiscal year 2025 insurance premiums are \$852,511, an increase of 8.246% from fiscal year 2024.

Below is a summary of the cost for FY25 compared to FY24:

	FY24	FY25	% Change
Property and Crime	\$263,716	\$278,274	5.30%
Equipment Breakdown	\$3,527	\$3,694	4.70%
GL/LEL/AL/E&O	\$227,570	\$265,626	16.80%
Workers' Compensation	\$304,805	\$320,260	5.10%
PRM Credit	(\$11,994)	(\$15,393)	28.30%
	\$787,623	\$852,511	8.25%

Funding: This is a budgeted item and funding is available. The approved budget assumed a 10% increase for the policies.

Attachments 1. PRMFY25
:



PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS
INDICATED WITH AN "X" BELOW:

PROPERTY & CASUALTY COVERAGES 2-YEAR RATE GUARANTEE	PREMIUM BREAKDOWN			BIND	
	2023 – 2024	2024 – 2025	% CHANGE	YES	NO
PRM PROPERTY & CRIME	\$263,716	\$278,274			
PRM EQUIPMENT BREAKDOWN	\$3,527	\$3,694			
PRM GL/LEL/AL/E&O	\$227,570	\$265,676			
PRM WORKERS' COMPENSATION	\$304,805	\$320,260			
PREFERRED MEMBER PARTICIPATION CREDIT	\$11,994	-\$15,393			
GRAND TOTAL	\$787,623	\$852,511	8.246 %		
OPTIONAL/ANCILLARY COVERAGES					
CYBER LIABILITY	EXCLUDED	EXCLUDED			
POLLUTION LIABILITY	+\$4,708	\$4,802			
AVIATION LIABILITY	N/A	N/A			

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 09/15/2024

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name:	Statewide Mutual Aid Agreement
Action Request:	Adopt Resolution 2024-11: Statewide Mutual Aid Agreement
Strategic Objective:	Public Safety
Date:	October 8, 2024
Prepared By:	Jim Kilpatrick, Fire Chief
Through:	Frances Robustelli, City Manager
Summary of Issue:	When a large scale emergency or disaster exceeds the capabilities of the state and local government, additional resources can be requested from other jurisdictions, states, or the federal government. The Mutual Aid Program manages this process for the state of Florida and coordinates resource allocation and assists with the deployment and reimbursement process.
Funding:	N/A
Attachments:	1. Resolution 2024-11: Statewide Mutual Aid 2. Statewide Mutual Aid Agreement

RESOLUTION 2024-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING ADOPTION OF THE STATEWIDE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, Florida Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

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

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

SECTION 2. The City Commission hereby adopts the Statewide Mutual Aid Agreement which is attached hereto as Exhibit A and incorporated by reference.

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Resolution 2024-09: Shared Parking Agreement

Action Request: Adopt Resolution 2024-09: Shared Parking and authorize city manager to approve the shared parking agreement with Family International Home Builders, LLC.

Strategic Objective: Beautification and Community Partners

Date: October 14, 2024

Prepared By: Jennifer McMahon, Chief Operating Officer

Through: Frances Robustelli, City Manager

Summary of Issue: To address public parking availability throughout the City, staff has identified some locations in the City that have parking lots which, when not in use for patrons of city, can be used as public parking. To accomplish this, the code allows the City Manager to enter into shared parking agreements. Once an agreement is signed and effective, parking meters will be placed in those lots for paid parking. The revenue share between the City and the property owners would be 50/50. This agreement is with Family International Home Builders, LLC. located at 7210 Gulf Blvd, which is on the corner of Gulf Blvd and 73rd Ave and currently vacant. We have identified 51 parking spots available for public parking for 24 hours a day, 7 days a week at \$3.25 hour. There will be no meters installed, the parking app will be used at these locations. Each business we partner with in the future will have varying hours and days available for public parking based on business hours and usage for that business.

Ordinance 82-211 Public-Private joint use parking agreement: (a) The City Commission may, by resolution, authorize the City Manager to enter into a public-private joint use parking agreement with private businesses interested in maximizing the use of offsite parking lots during non-business hours for metered public parking. (b) The public-private joint use

agreement will allow the City to set up a mobile payment zone to be operated during non-business hours and manage the collection of meter payments during non-business hours. (c) The revenue collected from the mobile payment zone shall be split 50/50 between the City and the private business. (d) The private business shall be responsible for the general maintenance and upkeep of the parking lot. The City shall be responsible for litter maintenance during the period the City is engaged in managing the parking lot

Funding:

The City will be improving landscaping in the ROW from the Parks budget 001-6104-572-5700.

Attachments:

1. Resolution 2024-09- Shared Parking - 7210 Gulf Blvd
2. 7210 Gulf Blvd Shared Parking Agreement2024

RESOLUTION 2024-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FAMILY INTERNATIONAL HOME BUILDERS, LLC TO SHARE THE USE OF PROPERTY OWNER'S PARKING SPACES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach the City desires to utilize the Property Owner's parking spaces for public parking during non-business hours.

WHEREAS, the City's Code of Ordinances, Section 82-211 titled "Public-private joint use parking agreements" allows for the City Commission, by resolution, to authorize the City Manager to enter into a public-private joint use parking agreement with private businesses interested in maximizing the use of offsite parking lots during non-business hours for metered public parking.

WHEREAS, the revenue collected from the mobile payment zone shall be split 50/50 between the City and the private business.

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Shared Parking Agreement with Family International Home Builders, LLC

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2024.

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

Adrian Petrila, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY OF ST. PETE BEACH, FLORIDA
Shared Parking Agreement

This is an Agreement (the “Agreement”) entered into by and between the CITY OF ST. PETE BEACH (hereinafter “City”) and FAMILY INTERNATIONAL HOME BUILDERS, LLC (hereinafter “Property Owner”) to share the use of Property Owner’s parking spaces. The City and Property Owner together shall be referred to as the “Parties.”

WHEREAS, the City desires to share the use of Property Owner’s parking spaces as described in this Agreement.

WHEREAS, the Property Owner is the rightful owner of the parking space as identified by Pinellas County Appraiser’s office as Parcel #36-31-15-59152-000-0010, located at 7210 Gulf Blvd., St. Pete Beach, Florida 33706 (the “Property”). The parking spaces are located within the Property Owner’s parking lot.

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

1. Recitals: The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records: Property Owner shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPERTY OWNERS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Term: This Agreement will be effective this ____ day of October 2024 for a term of one (1) year. This Agreement may be renewed in writing as agreed upon by both Parties.
4. Parking Spaces: This Agreement pertains to 64 parking spaces available on the subject Property, as depicted in Exhibit “B”. The 64 parking spaces are located within the Property Owner’s parking lot in the second and third rows east of the building. The spaces are available for public parking 24 hours per day, 7 days per week. Specific parking spaces may be added or removed from this Agreement in writing by mutual consent.
5. Revenue: The City will be responsible for setting and collecting parking fees during the

period the parking spaces are available for public use. The City will remit 50% of the revenue to the Property Owner on a quarterly basis in an agreed upon manner. The City agrees to share usage data upon request with the Property Owner.

6. Mobile Payment: This Agreement allows the City to set up a mobile payment zone to be operated during non-business hours and allows for the City to manage the collection of meter payments during non-business hours. The revenue collected from the mobile payment zone shall be split 50/50 between the City and the Property Owner.
7. Site Improvements. The City shall be responsible for signage, buffering landscape, and any required ingress/egress aprons in the right-of-way. Property Owner shall be responsible for the shell ground covering and parking stops for all parking spaces, as well as any required fencing. Property Owner will resolve any outstanding code violations attached to the subject Property.
8. Maintenance: The Property Owner will be responsible for general maintenance and upkeep for the shared parking spaces as well as paths of ingress and egress. The City will be responsible for litter maintenance of the same area during the period the City is making the parking spaces available for public use.
9. Utilities and Taxes: The Property Owner will be responsible for all utilities and taxes for the shared parking spaces.
10. Signage: The City will be responsible for the installation and maintenance of signage used for the operation of the parking spaces for public use in consultation with the Property Owner.
11. Enforcement: The City will be responsible for enforcement of parking restrictions during the period the City is making the parking spaces available for public use. The City and the Property Owner will retain the right to tow illegally parked vehicles according to applicable regulations during their respective times of operation.
12. Cooperation: Both Parties agree to work cooperatively to maintain this shared parking and will be available to one another as needed.
13. Restoration: The City agrees to restore the property in regard to signage to its original state upon termination of this Agreement. The City agrees to restore any additional physical alteration made to this property by its request for the purpose of shared parking upon request of the Property Owner upon the termination of this Agreement.
14. Insurance: Both Parties will maintain liability insurance for the shared parking spaces during their respective times of operation at the level that is standard for their respective organizations.

15. Indemnification: In consideration of the payment of ten dollars as part of the compensation described herein, Property Owner shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not. Nothing herein shall be construed to modify or waive the effect of Section 768.28, Florida Statute, as amended, or the doctrine of sovereign immunity.

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

- a. Florida public records law (Exhibit "A"); and
- b. Conceptual site plan for the Property (Exhibit "B").

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

As to Property Owner:

As to City:

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

With Copy To:

With Copy To:

cityattorney@stpetebeach.org

18. Entire Agreement: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral.

19. Conflicts and Severability: To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

20. Jurisdiction, Venue, Attorney Fees: This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

21. Assignment: This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Neither party shall assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the Parties.
22. Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
23. Amendment: This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties. This Agreement may be amended or modified only in writing signed by all Parties hereto.
24. Termination: Either Party may terminate this Agreement with 90 days written notice to the other.
25. Authority: Property Owner hereby acknowledges that the person executing this Agreement on behalf of Property Owner has the full authority to do so and to bind Property to the terms hereof. Property Owner attests that the provisions of this Agreement will occur during non-business hours.
26. Compliance with Laws: Property owner shall at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinance and regulations applicable to this Agreement, including but not limited to the City's Code of Ordinances and Land Development Code, as amended.

[SIGNATURE PAGE TO FOLLOW]

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

Property Owner:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Family International Home Builders, LLC

By: _____

Its: President

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

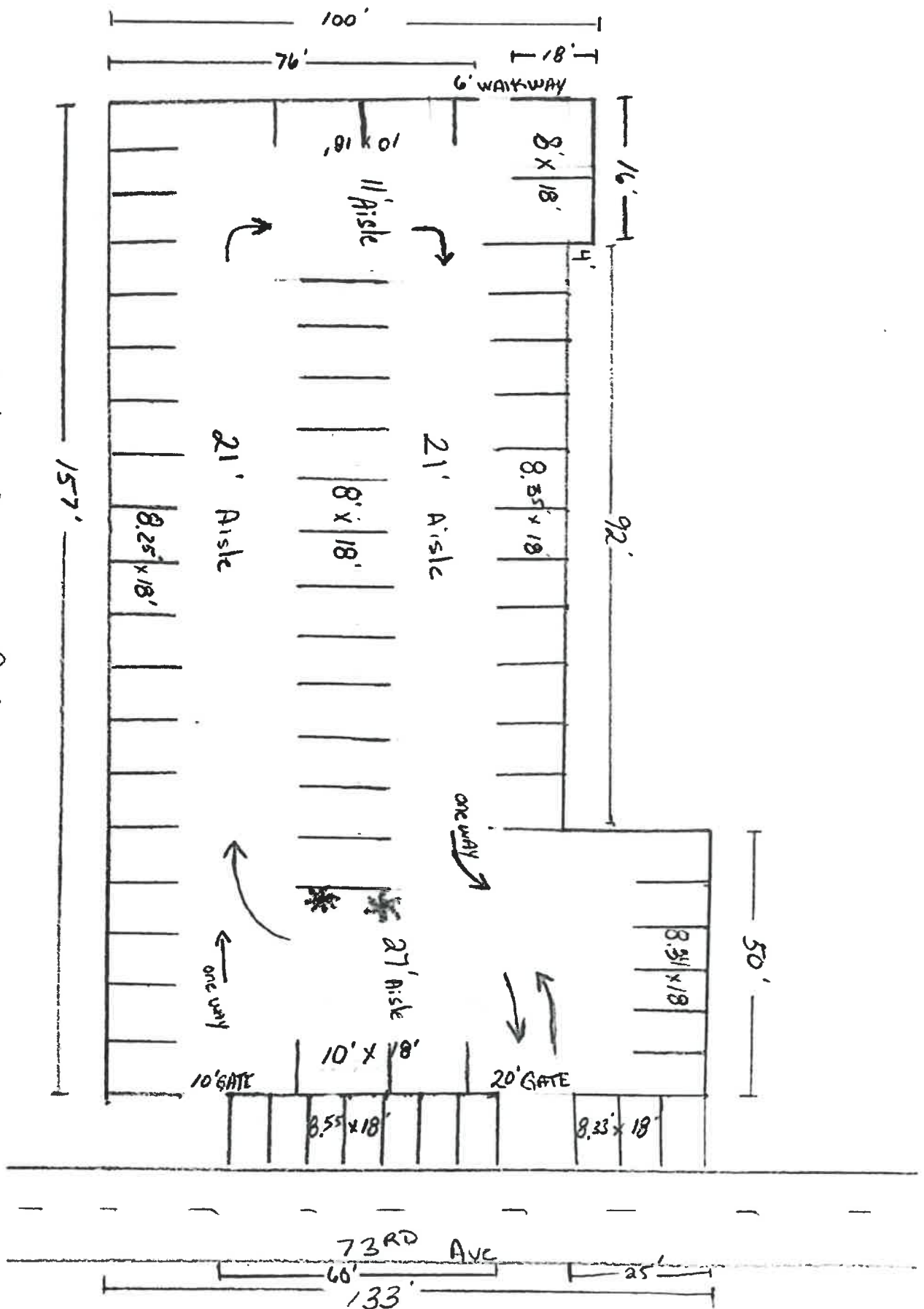
- (1) **DEFINITIONS.** —For purposes of this section, the term:
- (a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
 - (b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:
- (a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).
 - (b) A provision that requires the contractor to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the public agency to perform the service.
 - 2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

Conceptual Site Plan

(place after this page)

64 Parking Spots
 Minimum of 8' x 18' Parking Spots



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Move to authorize the City Manager to enter into a service agreement with Bomac Construction Services Inc. dba GH Street Sweeping for street and parking lot sweeping in the amount of \$42,000.00 per year (\$151,200.00 for contract duration).

Action Request: Motion to authorize the City Manager to enter into a services agreement with Bomac Construction Services Inc. dba GH Street Sweeping for street and parking lot sweeping in the amount of \$42,000.00 per year (\$151,200.00 for contract duration)

Strategic Objective: Internal Operations

Date: October 14, 2024

Prepared By: Mike Clarke, Public Works Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City's street sweeping contract, a piggyback agreement under the City of Jacksonville Contract with USA Services of Florida, expired in September 2022. The contract terms reflected an option to renew for two additional 2-year periods; however, the contractor declined to renew the piggyback agreement. Despite the expiration, the contractor continued to provide services without a formal agreement in place. Consequently, the City solicited bids from qualified contractors for street and parking lot sweeping services in August 2024.

Bids were received from several companies, including Beato Group, Bomac Construction Services Inc. (doing business as GH Street Sweeping), Gulf Coast Outdoor Services, Kearney Companies, and USA Services of Florida. Bomac Construction Services Inc. dba GH Street Sweeping submitted the lowest bid.

These contracted services are crucial for compliance with the National Pollutant Discharge Elimination System (NPDES) requirements. The NPDES is a federal program aimed at regulating water pollution by

controlling discharges of pollutants into waterways. By maintaining clean streets and parking lots, we significantly reduce the debris, sediment, and harmful substances that can wash into storm drains and, subsequently, our local water bodies.

While street sweeping does contribute to the aesthetic appeal of our community, its primary purpose is not beautification. Instead, it serves a vital function in protecting public health and the environment. Regular street sweeping helps prevent water pollution, reduces flooding by ensuring proper drainage, and minimizes the risk of contaminants entering the ecosystem. This proactive approach not only safeguards our natural resources but also enhances the overall quality of life for residents.

Funding:

Stormwater Fund – Professional Contractual (103-5310)

Attachments:

1. Bomac Construction Services Inc. dba GH Street Sweeping Services Agreement
2. Street and Parking Lot Sweeping Request for Bid

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

City Streets and Parking Lot Street Sweeping

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Bomac Construction Services, Inc., DBA as GH Street Sweeping). (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$175.00 per hour, 16 hrs. per month for streets and \$175.00 per hour, 4 hours per month for parking Lots. Total per month \$3,500 per month. Yearly total would be \$42,000 per year. Special call out's would be \$175.00 per hour with 2 hour minimum (not included in yearly total)..For (3) year term of contract, the total would be \$151,200.00, just based on street and parking lot sweeping
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect

to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses

good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the contract terms of this agreement of the agreement.
10. Term. [This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one-year extensions from the Effective Date.]
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of

this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this

Agreement:

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

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

As to Contractor:

Bomac Construction Services, Inc.
DBA GH Street Sweeping
7414 62nd CT., E
Palmetto, FL 34221

As to City:

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

With Copy To:

ghstreetsweeping@gmail.com

With Copy To:

cityattorney@stpetebeach.org

23. **Conflicts and Severability.** To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. **Amendments.** This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. **Jurisdiction, Venue, Attorney Fees.** This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

27. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

City of St. Pete Beach:

Signature: _____



By: Jessica Ferguson

Its: Manager

Date: 9-19-2024

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Andrew Dickman
City Attorney

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Request for Bid behind this page)



City of St Pete Beach
Request for Bid

Street and Parking Lot
Sweeping

Bids due on or before
8/28/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL

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Event	Date	Time
Publication of Bid	08/07/2024	8:00 AM
Pre-Bid Meeting	08/14/2024	1:00 PM
Deadline for Question Submission	08/21/2024	10:00 AM
Bid Receiving Deadline	08/28/2024	9:00 AM
Bid Opening	08/28/2024	10:30 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Street Sweeping.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Street Sweeping" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Street Sweeping".

COMPANY:	_____	DATE:	_____
ADDRESS:	_____	PHONE:	_____
BIDDER:	_____	NAME:	_____
	(SIGNATURE)		(PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. ~~FEE~~ SCHEDULE

Rates	
Hourly Sweeping Services	Per hour Rate \$ _____
Monthly Sweeping of Streets and Parking Lots (Per Map) 1 time per month	
Per Hour Charge	
Residential 1X per Month (Approx 70.5 CM)	\$ _____
Parking Lots 1 X per Month (Approx. 9)	\$ _____
Special Events/Emergency	
Call out Sweeper:	\$ _____
Sweep all designated roads per Map	
Vendor will be responsible for water for Dust Control (must be metered), as well as all debris disposal.	

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform Street Sweeping Services.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for Street Sweeping Services

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages. Bids can be submitted electronically through Bonfire or DemandStar.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **8/14/2024 at 1:00 PM EST** via Microsoft Teams Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this RFB. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (RFB) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 8/21/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFB. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFB made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **8/28/2024 at 9:00 AM EST (Deadline)**. No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Street Sweeping"**

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

To sweep all City Streets and Parking lots (per Section VIII Map) (1) one time per month.

DETAILED SPECIFICATIONS

- Sweeping of all City streets and parking lots 1-time per month.
- Available for Special Events/Emergency Sweeping upon request.
- All commercial street fronts and parking lots should be cleaned between the hours of after 10:00 pm and 7:00 AM Monday through Friday.
- Residential Streets should be swept between the hours of 8:00 AM and -5:00 PM Monday-Friday.
- Vendor must provide metered water for dust control and dispose of all debris.

No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary,

shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation 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.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract. |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written

notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee

is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty

shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and 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.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any

damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the

payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat.

448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

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:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- 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
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award,

excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- 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.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

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. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida 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.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

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.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 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 § 287.133 (1)(g), Fla. Stat., 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 § 287.133 (1)(b), Fla. Stat., 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 § 287.133 (1)(a), Fla. Stat., 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 Section 287.133 (1)(e), Fla. Stat., 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 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 TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm) |

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VIII. SPECIFICATIONS

(Map on Next Page)

(Map is available electronically upon request)

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

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

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be

considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount

of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved,

and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

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

c. Vendor Proposal (Exhibit C)

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

As to Contractor:

With Copy To:

Insert Vendor email address

As to City:

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

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Wayne Sauders

Its: .Project Manager

Its: City Manager

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



**City of St Pete Beach
Request for Bid**

**Street and Parking Lot
Sweeping**

**Bids due on or before
8/28/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	08/07/2024	8:00 AM
Pre-Bid Meeting	08/14/2024	1:00 PM
Deadline for Question Submission	08/21/2024	10:00 AM
Bid Receiving Deadline	08/28/2024	9:00 AM
Bid Opening	08/28/2024	10:30 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Street Sweeping.

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

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

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Street Sweeping" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Street Sweeping".

COMPANY: Bomac Construction Services, Inc.

DATE: 8-27-24

ADDRESS: dba GH Street Sweeping
7414 62nd CT. E. Palm City

PHONE: 727-710-3660

BIDDER: [Signature]
(SIGNATURE)

NAME: Jessica Ferguson, manager
(PRINT NAME & TITLE)

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of August, 2024, by Jessica Ferguson, who is personally known to me or has produced FLC as identification.

(SEAL)



Notary Public - State of Florida

Christopher Dame
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. ~~FEE~~ SCHEDULE

	Rates
Hourly Sweeping Services	Per hour Rate \$ <u>175</u>
Monthly Sweeping of Streets and Parking Lots (Per Map) 1 time per month	
Per Hour Charge	
Residential 1X per Month (Approx 70.5 CM)	\$ <u>2,800</u> - 16 hrs.
Parking Lots 1 X per Month (Approx. 9)	\$ <u>700</u> - 4 hrs.
Special Events/Emergency Call out Sweeper:	\$ <u>350</u> (2 hr. minimum at \$175/hr)
Sweep all designated roads per Map	
Vendor will be responsible for water for Dust Control (must be metered), as well as all debris disposal.	

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

[The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform Street Sweeping Services.]

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for Street Sweeping Services

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages. Bids can be submitted electronically through Bonfire or DemandStar.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on 8/14/2024 at 1:00 PM EST via Microsoft Teams Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.]

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this RFB. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (RFB) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 10:00 AM EST on 8/21/2024. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFB. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFB made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until 8/28/2024 at 9:00 AM EST (Deadline). No bids shall be accepted by the City after this deadline - NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: "Street Sweeping"

CONTACT INFORMATION

John Taylor - Procurement Manager
Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9279 E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

To sweep all City Streets and Parking lots (per Section VIII Map) (1) one time per month.

DETAILED SPECIFICATIONS

- Sweeping of all City streets and parking lots 1-time per month.
- Available for Special Events/Emergency Sweeping upon request.
- All commercial street fronts and parking lots should be cleaned between the hours of after 10:00 pm and 7:00 AM Monday through Friday.
- Residential Streets should be swept between the hours of 8:00 AM and 5:00 PM Monday-Friday.
- Vendor must provide metered water for dust control and dispose of all debris.

No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.]

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary.

shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

[The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods.]

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation 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.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract. |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written

notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. **For labor:** Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. **For material, supplies, equipment, furnishings, etc., to be installed or included in the Work:** Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. **For construction equipment:** Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The terms "City Manager or designee" wherever used in the Contract shall be the City of St. Peter Beach or its duly authorized representative. Notice of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a violation from any requirements is observed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities," "Partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Peter Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those governmental agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced by this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

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LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee

is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St. Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St. Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty

shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions, such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and 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.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any

damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the

payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp/>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat.

448.095 (II) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

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:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- 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
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award,

excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- 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.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

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. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida 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.

[[

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

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.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

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VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

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SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (1)(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:

Jessica Ferguson, manager
(Print individual's name and title)

for:

BOMAC Construction Services, Inc. dba GH Street Sweeping
(Print name of entity submitting sworn statement)

at:

7114 62nd Ct. E. Palmetto, FL 34221
(Business address)

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

81-1144948
(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 § 287.133 (1)(g), Fla. Stat., 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 § 287.133 (1)(b), Fla. Stat., 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 § 287.133 (1)(a), Fla. Stat., means:
- A predecessor or successor of a person convicted of a public entity crime or
 - 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 Section 287.133 (1)(e), Fla. Stat., 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 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.

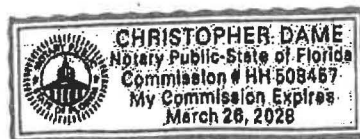
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of August, 2024, by James F. [Signature] who is personally known to me or has produced FLA as identification.

(SEAL)



Notary Public - State of Florida

Christopher Dame
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Manatee

I state that I Jessica Ferguson, Manager of Bomac Construction Services, Inc. dba GH Street Sweeping
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. GH Street Sweeping its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: Bomac Construction Services, Inc. dba GH Street Sweeping

Signed By: [Signature]

Print Name: Jessica Ferguson

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of August, 2024, by Jessica Ferguson, who is personally known to me or has produced [Signature] as identification.

(SEAL)



Notary Public - State of Florida

Christopher Dame
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VIII. SPECIFICATIONS

(Map on Next Page)

(Map is available electronically upon request)

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

**CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT**

[Enter Contract Name]

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

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

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

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

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

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Public Records.** The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. **Employment Eligibility.** The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/cmp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be

considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount

of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved,

and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. **Discriminatory Vendor List.** Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. **Audit Rights.** The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

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

c. **Vendor Proposal (Exhibit C)**

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

As to Contractor:

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

With Copy To:
Insert Vendor email address

With Copy To:
cityattorney@stpetebeach.org

23. **Conflicts and Severability.** To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. **Amendments.** This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. **Jurisdiction Venue Attorney Fees.** This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

27. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Wayne Saunders

Its: Project Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

(1) **DEFINITIONS.** — For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** — In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

1

BID PACKAGES

Sealed bids will be accepted by the City until **8/28/2024 at 9:00 AM EST (Deadline)**. No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Street Sweeping"**

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

To sweep all City Streets and Parking lots (per Section VIII Map) (1) one time per month.

DETAILED SPECIFICATIONS

- Sweeping of all City streets and parking lots 1-time per month.
- Available for Special Events/Emergency Sweeping upon request.
- All commercial street fronts and parking lots should be cleaned between the hours of after 10:00 pm and 7:00 AM Monday through Friday.
- Residential Streets should be swept between the hours of 8:00 AM and -5:00 PM Monday-Friday.
- Vendor must provide metered water for dust control and dispose of all debris.

No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. |

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary,

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Amendment to S. Renee Narloch and Associates for Executive Search Services in the amount of \$42,900.00.

Action Request: Motion to approve the Amendment to S. Renee Narloch and Associates Amendment for 442,900.00 dollars

Strategic Objective: Assistance in the recruitment of Assistant City Manager and City Attorney

Date: 10/01/2024

Prepared By: John K Taylor, Procurement Manager

Through: Frances Robustelli

Summary of Issue: A RFQ was issued 10/25/2023 for a Search Firm to assist the City with recruitment of various Upper Management positions within the City. The original agreement with S. Renee Narloch and Associates was created to recruit for the City Manager position. This amendment would allow the City to utilize the existing contract with S. Renee Narloch and Associates to be utilized for the recruitment of the Assistant City Manager and City Attorney positions currently open in the City

Funding: The expenditure is not budgeted but will be absorbed in the operational budget

Attachments:
S. Renee Narloch and Associates Original Contract
S. Renee Narloch and Associates Amendment
Quote for Assistance City Manager
Quote for City Attorney

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Employment Search Firm

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and S. Renee Narloch & Associates (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the services described in this Agreement.

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work

under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than 12/13/2024.

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

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

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services

that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the total rate of \$22,500 plus expenses, (expenses not to exceed \$4,500) as listed in the proposal, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Vendor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

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

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

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

As to Vendor:

S. Renee Narloch and Associates
2910 Kerry Forest Pkwy, D4-242
Tallahassee, FL 32309

As to City:

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

With Copy To:

reeneen@srnsearch.com

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal. to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

S. Renee Narloch & Associates

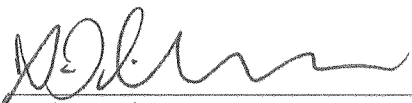
Signature: 

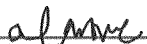
By: S. Renee Narloch

Its: President

Date: December 1, 2023

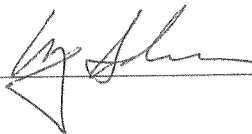
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Andrew Dickman
City Attorney

Signature: 
AMBER LAROWE (Dec 13, 2023 15:19 EST)

Email: alarowe@stpetebeach.org

City of St. Pete Beach:

Signature: 

By: Wayne Saunders

Its: City Manager

Date: 12/12/2023

ATTEST:

Amber LaRowe
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR
CITY MANAGER

ON BEHALF OF THE
CITY OF ST. PETE BEACH, FL

EXECUTIVE EMPLOYMENT SEARCH
SERVICES

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com



November 8, 2023

Mr. John Taylor, Procurement Manager
City of St. Pete Beach
City Clerk's Office
155 Corey Avenue
St. Pete Beach, FL 33706

Dear Mr. Taylor:

We appreciate the opportunity to provide the City of St. Pete Beach with a proposal to conduct a search for the position of City Manager. Our proposal includes an overview of our qualifications and costs related to our services. With respect to this recruitment for the City of St. Pete Beach, you should know:

- ❑ S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. S. Renée Narloch & Associates has a thorough understanding of the scope of services outlined in the City's Request for Qualifications (RFQ), and we are well-qualified and readily available to perform these services.
- ❑ S. Renée Narloch & Associates is currently conducting recruitments on behalf of Leon County, FL (Grants Manager); York County, SC (County Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); the Housing Authority of the City of Tulsa, OK (Director of Real Estate Development); and Opportunity Home San Antonio, TX (Chief Real Estate Officer).
- ❑ Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Dunedin, FL (City Manager and others); City of St. Cloud, FL (Human Resources & Risk Management Director and others); City of Coral Springs, FL (City Manager; (2) Deputy City Managers); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of St. Pete Beach. A sample of past clients is included in our proposal (Clients, Page 7).

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

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STATEMENT OF QUALIFICATIONS AND PROFILE

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the City of St. Pete Beach in the recruitment of the new City Manager. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the City to protect the integrity of the recruitment and to ensure a successful outcome. The City can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the City Manager recruitment for the City of St. Pete Beach. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reneen@srnsearch.com
Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the City of St. Pete Beach that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of Leon County, FL (Grants Manager); York County, SC (County Manager); City of Port St. Lucie, FL (City Attorney); City of Cape Coral, FL (Public Works Director); the Housing Authority of the City of Tulsa, OK (Director of Real Estate Development); and Opportunity Home San Antonio, TX (Chief Real Estate Officer).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of

Dunedin, FL (City Manager; Community Development Director; Communications Director; Finance Director; City Clerk); City of St. Cloud, FL (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); City of Coral Springs, FL (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); City of Fort Lauderdale, FL (City Manager; Assistant City Manager; City Attorney; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); City of Tallahassee, FL (City Manager; Fire Chief; Airport Director; Director of Human Resources); City of Thomasville, GA (City Manager; Assistant City Manager; City Engineer); Johnson County, KS (County Auditor; County Appraiser; Chief Legal Counsel); City of Dublin, OH (Director of Communications & Public Information); City of Baytown, TX (Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs); City of Sugar Land, TX (Director of Budget & Strategy; Assistant Director of Finance); Leon County, FL (Building Official); City of Dania Beach, FL (City Manager); City of Miami Beach, FL (City Manager); City of Live Oak, FL (City Manager); Palm Beach County, FL (County Administrator; Director of Capital Improvements); Person County, NC (County Manager); Cumberland County, NC (Assistant County Manager Community Services; Human Resources Director); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of St. Pete Beach. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 3). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the City of St. Pete Beach has a quality group of finalists from which to select the new City Manager.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the City Manager search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

SERVICES APPROACH

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of St. Pete Beach has a pool of high-quality candidates from which to select the new City Manager. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City's requirements will be the foundation of a successful search. We will work directly with City Commission, City staff, and others involved in the process in order to learn as much as possible about what the organization expects of a new City Manager. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the City of St. Pete Beach. We also want to be fully acquainted with the City's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the City Manager position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the City Manager search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the City of St. Pete Beach.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis[®], a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

City of St. Pete Beach, FL
Building Official
City of Dunedin, FL
City Manager; Community Development
Director; Communications Director; Finance
Director; City Clerk
City of St. Cloud, FL
IT Director; Environmental Utilities Director;
Human Resources & Risk Management Director;
Police Chief
City of Coral Springs, FL
City Manager; Deputy City Manager (2
positions); Director of Economic Development;
Director of Finance; Police Chief
City of Fort Lauderdale, FL
City Manager; Assistant City Manager; Building
Official; Finance Director; City Attorney; Director
of Sustainable Development; Deputy Director of
Human Resources
City of Tallahassee, FL
City Manager; Human Resource Director; Fire
Chief; Director of Airport; Assistant General
Manager - Underground Utilities & Public
Infrastructure (Engineering Division)
City of Thomasville, GA
City Manager; Assistant City Manager; City
Engineer
City of Dania Beach, FL
City Manager
City of Miami Beach, FL
City Manager
City of Topeka, KS
City Manager; Administrative and Financial
Services Director
City of Rye, NY
City Manager
City of Dallas, TX
City Manager; Assistant Director of
Transportation Operations; Assistant Director of
Water Utilities; City Attorney; Managing Director
of Environmental Quality; Assistant Director of
Street Services (Maintenance)
Town of Addison, TX
City Manager
City of Charlottesville, VA
City Manager

City of Arlington, TX
Deputy City Manager; Parks & Recreation
Director
City of Virginia Beach, VA
Deputy City Manager; Assistant Human Services
Director
City of Boca Raton, FL
Building Official; Risk Manager
City of Delray Beach, FL
City Attorney
Broward County, FL
Assistant Director of Economic & Small Business
Development; County Attorney; Port Everglades
Chief Executive/Port Director; Port Everglades
Director of Business Development
Sumter County, FL
Public Works Director; Fire Chief; Development
Services Director; Assistant Public Works Director
Engineer; Staff Engineer
Workforce Development Board (WDB), OH
Executive Director/CEO
City of San Antonio, TX
Assistant Finance Director - Procurement
San Antonio Housing Authority (SAHA), TX
Director of Community Development Initiatives;
Development Services & Neighborhood
Revitalization Officer; Director of Information
Technology; Director of Human Resources;
President and CEO; Director of Federal Housing
Programs; Chief Operating Officer; Director of
Communications and Public Affairs
SOS Children's Villages - Florida
Chief Executive Officer
Virginia Commonwealth University (VCU),
Richmond, VA
Police Chief
Alexandria Redevelopment and Housing
Authority (ARHA), VA
Chief Executive Officer
Portsmouth Redevelopment & Housing Authority
(PRHA), VA
Executive Director
Housing Authority of the City of Tulsa, OK
President/CEO; VP/CFO
New Orleans Redevelopment Authority, LA
Executive Director

City of Oak Creek, WI
 City Administrator
 Houston Housing Authority, TX
 President/CEO
 City of Durham, NC
 Director of Technology Solutions
 Cumberland County, NC
 Assistant County Manager - Community Support
 Services: Human Resources Director
 City of Sugar Land, TX
 Controller; Assistant Director of Finance; Director
 of Budget & Strategy
 Rochester-Genesee Regional Transportation
 Authority (RGRTA), NY
 Chief Executive Officer (CEO)
 Florida Public Transportation Association
 Executive Director
 Leon County (Tallahassee), FL
 Building Official
 Early Learning Coalition of Broward County, FL
 Chief Executive Officer
 City of Gainesville, FL
 City Attorney; City Auditor; Chief Plans Examiner;
 Building Inspector; Planner IV
 Housing Authority of the City of Austin, TX
 Vice President/Chief Financial Officer;
 President/CEO
 International Association of Campus Law
 Enforcement Administrators (IACLEA), MD
 Executive Director
 City of Austin, TX
 Assistant Director, Public Works Engineering and
 Project Delivery
 El Paso Water Utilities-Public Service Board, TX
 President/CEO
 Louisiana Housing Corporation, LA
 Executive Director
 Children's Board of Hillsborough County, FL
 Executive Director
 Alachua County, FL
 County Manager
 Housing Authority of the City of Brownsville, TX
 Chief Executive Officer
 Pasco County, FL
 County Manager
 Lee County, FL
 County Manager; County Attorney
 Pinellas Suncoast Transit Authority (PSTA), FL
 Chief Financial Officer
 Orange County, FL
 Chief of Corrections
 Hillsborough County, FL
 Director of Head Start; Affordable Housing
 Services Director; County Administrator

City of Quincy, FL
 Finance Director
 Fort Worth Housing Authority, TX
 President/CEO
 Wake County, NC
 County Manager
 Metropolitan Washington Airports Authority, DC
 Vice President for Public Safety
 Sebring Airport Authority (SAA), FL
 Airport Manager
 Scott Consolidated Emergency Communications
 Center (Scott County, IA)
 Emergency Services Dispatch Director
 Wayne County, MI
 Deputy Chief Director of Personnel; Chief
 Deputy CFO
 City of Coconut Creek, FL
 City Attorney
 City of Newport News, VA
 Fire Chief
 City of Margate, FL
 City Attorney; Director of Environmental and
 Engineering Services
 City of West Palm Beach, FL
 Director of Public Utilities; Director of Engineering
 Services
 Franklin County, OH
 County Administrator; Animal Care & Control
 Services Director; Director of Job & Family
 Services
 Sedgwick County, KS
 County Manager; Health Department Director;
 Director of Human Resources
 City of Wichita, KS
 Director of Law; Director of Housing &
 Community Services
 Dallas County, TX
 Director of Human Resources
 Palm Beach County, FL
 County Administrator; Director of Capital
 Improvements
 South Padre Island, TX
 Convention & Visitors Bureau Director
 Town of Lake Lure, NC
 Town Manager; Project Manager
 Durham County, NC
 Fire Marshal/City-County Emergency
 Management Director
 City of Hallandale Beach, FL
 Comptroller
 Community Coordinate Care for Children (4C), FL
 Chief Officer of Education
 Person County, NC
 County Manager

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT:	City of Dunedin, FL
REFERENCE:	Ms. Theresa Smalling, Director of Human Resources & Risk Management 750 Milwaukee Ave, Dunedin, FL 34698 (727) 298-3042; TSmalling@DunedinFL.Net
POSITIONS:	City Manager; Finance Director; City Clerk; Director of Community Development; Director of Communications
CLIENT:	City of Thomasville, GA
REFERENCE:	Mayor Jay Flowers 111 Victoria Place, PO Box 1540, Thomasville, GA 31799 (229) 379-1006; jayf@thomasville.org
POSITIONS:	City Manager; City Engineer
CLIENT:	Seminole County, FL (Reference letter included)
REFERENCE:	Ms. Meloney Koontz 1101 East First Street, Sanford, FL 32771 (407) 665-7225; mkoontz@seminolecountyfl.gov
POSITIONS:	County Manager; County Attorney
CLIENT:	City of Baytown, TX
REFERENCE:	Ms. Carol Flynt, Assistant City Manager 2401 Market Street, Baytown, TX 77520 (281) 420-6521; carol.flynt@baytown.org
POSITIONS:	Assistant City Manager; City Attorney; Police Chief; Director of Public Affairs

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the City of St. Pete Beach is \$22,450, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed \$4,500 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the City for interviews and candidates' travel for interviews are the responsibility of the City of St. Pete Beach.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the City will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the City's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the City of St. Pete Beach monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the City. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within 18 months of employment, we will conduct the search again at no cost (with the exception of expenses) to the City. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the City Manager immediately, and our current workload is such that we can ensure the City will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the City Commission, City staff, and others involved in the process
2	Develop recruitment brochure and advertisements
3	City reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the City Commission, City staff, and others involved in the process
15	Candidates interview with the City, follow-up interviews, and consultant reference/background checks
16	Candidate selected

BOARD OF COUNTY COMMISSIONERS



January 26, 2023

Ms. Renee Narloch, President
Narloch & Associates
2910 Kerry Forest Parkway
D4-242
Tallahassee, FL 32309

Dear Ms. Narloch:

The Seminole County Board of County Commissioners would like to commend you on the tremendous performance of you and your team, as you guided us through the critically important task of finding the perfect fit to fill the County Manager role in our organization.

From start to finish, Narloch & Associates' efforts in a nation-wide search was done with excellence, experience, and a well-executed plan to cross the finish line with success.

Your expertise and dedication to understanding the needs of every constituency in this process was evident and much appreciated. On behalf of the employees, citizens, and Board, we thank you, for bringing us the very best candidates from which to choose.

Sincerely,

Amy Lockhart, Chairman
Seminole County Board of County Commissioners

cc: BCC

THE COMMUNITY

Seminole County is located in Central Florida, just 25 miles from downtown Orlando. The County is part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area and is the third most densely populated county in the state (est. pop. 470,856).

Home to seven incorporated municipalities, including the county seat of Sanford, Seminole County continues to be one of the fastest-growing counties in Florida and holds the fifth-highest taxable value in Florida based on value per square mile.

Bordered on three sides by pristine rivers and a huge lake, including the Wekiva River to the west, the St. Johns River to the east, and Lake Monroe to the north, Seminole County is an ideal vacation spot for those seeking the beauty of nature.

Nestled among charming historical villages and quaint towns and surrounded by the beauty and sense of Old Florida, Seminole County has 344 square miles of lush tropical foliage, 2,000 fresh-water lakes and rivers, and diverse wildlife which offers the classic Florida experience of enjoying peaceful rivers, fishing, boating, hiking, and more.

Just a short drive from all the major attractions of Central Florida, Seminole County offers great accommodations, fine dining, upscale shopping, superb golf courses, and state-of-the-art sports facilities and training complexes.

The Greater Orlando Metropolitan District, which includes Seminole, Osceola, Lake, and Orange counties, together with neighboring coastal counties of Volusia and Brevard, creates a viable, progressive and diverse setting for economic growth and residential development.

The County is a hotbed for economic development and attracts significant business operations from around the world, including the American Automobile Association (AAA), Verizon Communications, Mitsubishi Hitachi Power Systems, Deloitte Consulting, LLP, Faro Technologies, and Convergys.

The County has over 24 active and passive parks, over 40 miles of paved trails, eight wilderness areas encompassing over 6,600 acres, and more.

Seminole County Public Schools (SCPS) is renowned as a Premier National School District. SCPS has more than 67,000 students and is the 12th largest school district in Florida and 60th nationally. It boasts 37 traditional elementary schools, 12 middle schools, and 9 high schools. For higher education, Seminole County is in close proximity to more than 35 colleges, universities, technical schools, and private institutions, most notably, Seminole State College, as well as continuing education programs that offer ongoing opportunities for workers to sharpen their skills.

The community hosts many special events, including the Scottish Highland Games, Love Your Shorts Film Festival, Central Florida BBQ Blowout, Red Hot and Boogie, and more.

With a median age of 39, a median household income of \$70K, and 40% of the County's population possessing a bachelor's degree or higher, Seminole County is often considered a microcosm of the United States.

With its mild climate year-round, natural beauty, and proximity to endless amenities and attractions, Seminole County continues to be a community of choice with an exceptional quality of life.

THE AGENCY

Seminole County is a Home Rule Charter County as provided in the Florida Constitution and approved by voter referendum, effective January 1, 1989.

The County operates under an elected County Commission and appointed County Manager form of government. Legislative responsibilities are assigned to the Board of County Commissioners (BOCC), and executive duties are assigned to the County Manager, who carries out the directives and policies of the Board.

The Board of County Commissioners is comprised of five members serving staggered terms of four years. Each Commissioner represents one of the five County Commission districts, and the Commissioners are elected countywide. The Commission elects the Board Chair annually each November.

The Chair presides over County Commission meetings and work sessions, executes legal documents, and appoints Commissioners to various boards and committees. The Chair is the official representative of the Board and retains a vote on all items.

The Constitutional Offices of Sheriff, Property Appraiser, Tax Collector, Clerk of the Circuit Court and Comptroller, and Supervisor of Elections are elected every four years. The County's Constitutional Officers perform their executive and administrative functions as specified by law.

The fiscal year 2022/23 Adopted Budget totals \$992 million, including \$673 million in operating funds and \$319 million for non-dedicated transfers and reserves.

Public safety, water, sewer, solid waste, and transportation services account for 70% of the operating budget. The General Countywide ad valorem tax rate is 4.8751 mills; the Unincorporated Road District rate is 0.1107 mills; the Fire District MSTU ad valorem tax rate is 2.7649 mills, for a total Unincorporated County millage rate of 7.7507. The Countywide General Fund millage rate has remained unchanged since fiscal year 2010/11 and is lower than that of most counties in Central Florida.

Fiscal year 2021/22 demonstrated a 12.6% growth in property valuations. Property values have remained steady due to the County's thriving residential real estate market. Although the COVID-19 crisis significantly impacted non-ad valorem revenues, most have stabilized.

Even with steady property values, several factors will influence future budgets: SunRail operational costs will transition from FDOT to area counties in fiscal year 2024/25 at an estimated

\$14 million annually for Seminole County's portion; Debt service for Phase One of the Five Points development will fully commence in fiscal year 2023/24 at an estimated \$8.3 million annually; health insurance costs have increased 6% annually over the previous six years; LYNX bus services have increased by more than 6% annually; fuel tax revenues peaked in 2019 and continue to trend downward; and the County's aging fleet requires \$7-10 million annually to remain operational.

Some recent progress and achievements, as well as current opportunities, for Seminole County include:

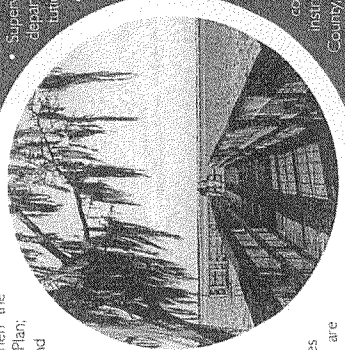
- Last year, Seminole County Fire Department became the only county fire department in the nation to attain the ISO Class 1 rating and accreditation through the Commission on Accreditation of Ambulance Services (CAAS).
- In September 2022, S&P Global Ratings raised its long-term and underlying rating on Seminole County's issuer credit rating, along with its rating on the County's non-ad valorem debt, to 'AA+' from 'AA-'. Moody's Investors Service maintained an Aa1 issuer rating on the County and assigned a Aa2 rating to the County's Special Obligation Revenue and Refunding Bonds.
- The County's One Cent Infrastructure Sales Tax generated more than \$50 million in fiscal year 2021/22. Unlike property taxes, sales tax is not sustained solely by County residents, as commuters and visitors contribute to sales taxes paid within the County. This revenue will sunset on December 31, 2024. Pursuant to an Interlocal Agreement, the County receives 55.6% of the projected sales tax, with Seminole County Public Schools receiving 25%, and the seven cities share 19.4% of the estimated revenue. If a 4th Generation "Penny" is not approved by the voters in 2024, the County will need to either identify new revenues to fund infrastructure projects or significantly reduce the current program plan.

- Phase One of the County's Five Points Master Plan Development, which includes relocation of the Civil Courthouse from downtown Sanford as well as construction of a central energy plant and parking garage, commenced in January 2022. This \$166 million project will be completed by summer 2025, with funding secured through the issuance of a thirty-year fixed-rate bond.

- The Board initiated a Land Development Code revision process to modify components to better align with the County's Comprehensive Plan and to modernize certain chapters of the Code. The two-year process is anticipated for completion by early 2023.

- At its March 2021 retreat, the Board refined 10 Key Strategic Priorities (KSPs) that represent programs and projects that align with the County's purpose to serve and strengthen the community: Community-driven Land Use Vision Plan; Affordable and Workforce Housing; General Fund Reserves; General Fund Capital Improvements Strategy; Five Points; Regional Partnerships; Holistic Water Policy; Leadership and Talent Development; County Government Technology Improvements; and Community Health Initiatives.

- The Board authorized the County's \$91.6 million American Rescue Plan Act relief and financial assistance plan in August 2021, the largest aid program in County history. Funds must be allocated by December 2024; therefore, the County continues to refine programming within the authorized categories to ensure many qualified community needs are addressed.



THE POSITION

The County Manager is appointed by and serves at the pleasure of the Board of County Commissioners. The County Manager serves as the Chief Executive Officer responsible for administering the County Commission policies and overseeing the day-to-day operations of the County.

The County Manager oversees nine departments: Administration (which includes Community/Media Relations, Human Resources, the Office of Economic Development and Tourism, the Office of Emergency Management, and the Office of Organizational Excellence), Community Services, Development Services, Environmental Services, Information Services, Leisure Services, Resource Management, Public Works, and the Seminole County Fire Department. The County has approximately 1,550 full-time equivalent employees.

Responsibilities of the County Manager include, but are not limited to:

- Administer and carry out the directives of the Board; enforce orders, ordinances, resolutions and regulations of the Board; the provisions of the Charter and Florida law;

- Recommend to the Board the adoption of policies as necessary or expedient for the health, safety, and welfare of the community;

- Prepare the County's annual operating budget; capital budget and capital improvements program, including monitoring funds, short- and long-term planning, and efficiency analyses of departments;

- Supervision of county administrative departments, county property, institutions, and agencies;

- Review, analyze, and forecast trends of county services, finances, and programs;

- Provide annual report to the Board and others with regard to the work of the County, as well as recommendations for actions or programs for improvement;

- Negotiate and execute contracts, bonds, and other instruments on behalf of the County, as authorized by the Board.

- Manage and administer tax funds; maximize receipt of federal and state grants;
- Analyze administrative and policy ramifications of proposed state and federal legislation and make recommendations to the Board accordingly;
- Provide leadership to identify new sources of revenue, arrange public/private partnerships, and participate in the overall efforts in the areas of fiscal responsibility, economic development, and other activities serving the County's best interests;
- Perform such other duties as assigned.

The County Manager position is open due to the former manager accepting another position after serving Seminole County for several years.

IDEAL CANDIDATE

The ideal candidate is a professional manager who is open, honest, trustworthy, and of high moral and ethical character. A strong, visionary leader who is confident, approachable, and passionate about public service is needed.

The County Manager must work effectively with elected officials, including Constitutional Officers, and be politically savvy and diplomatic while remaining apolitical. Exceptional interpersonal and communication skills are a must.

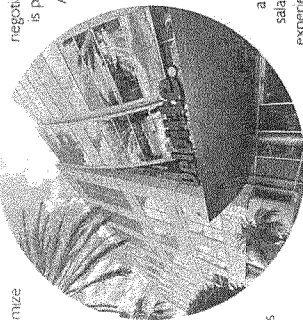
The successful candidate will be a self-starter who is innovative, progressive, and solutions-oriented and will anticipate issues and provide recommendations, options, and alternatives as needed. The selected candidate must be committed to transparency and promote diversity.

The County Manager must build and maintain excellent local and regional relationships with key partners and stakeholders. Must also develop effective working relationships internal to the organization and promote a team-oriented environment of excellence.

An open and inclusive management style is desired. The County Manager will supervise staff through planning, management, and review and should encourage, mentor, and develop staff and promote succession planning.

The County Manager will be supportive of the Board and the Commissioner/Manager form of government and keep the Board equally and fully informed, providing balanced information on issues.

Requirements for the position include a bachelor's degree in public or business administration or a related field; master's degree is preferred. Candidates must have at least five (5) years of senior-level management experience as a manager or ten (10) years of experience as a deputy/assistant manager, preferably within local government and with agencies of similar size and complexities. Solid budgetary/financial management skills are essential, and experience in sustainable growth, economic development, intergovernmental relations,



negotiations, land use, and environmental issues is preferred.

According to the County Charter, the County Manager need not be a resident of the County at the time of appointment but must establish residency by the time the County Manager takes office.

COMPENSATION

The salary range is open, dependent upon qualifications, and is accompanied by a competitive benefits package. The starting salary will be based upon the knowledge and experience of the individual selected. Seminole County strives to be the employer of choice in Central Florida through competitive pay, benefits, and a positive working environment. The State of Florida does not have a state income tax.

Resumes will be screened according to the qualifications outlined above. Screening interviews with the most qualified applicants will be conducted by S. Renée Narloch & Associates to determine a select group of finalist candidates who will be asked to provide references. References will be contacted only following candidate consent. Final interviews will be held with the Seminole County Board of County Commissioners. Candidates will be advised of the status of the recruitment following the selection of the County Manager. Questions may be directed to:

TO APPLY

If interested in this outstanding opportunity, visit our website at www.srnsearch.com and apply online. The first review of resumes will take place on December 9, 2022; position is open until filled.

Resumes will be screened according to the qualifications outlined above. Screening interviews with the most qualified applicants will be conducted by S. Renée Narloch & Associates to determine a select group of finalist candidates who will be asked to provide references. References will be contacted only following candidate consent. Final interviews will be held with the Seminole County Board of County Commissioners. Candidates will be advised of the status of the recruitment following the selection of the County Manager. Questions may be directed to:

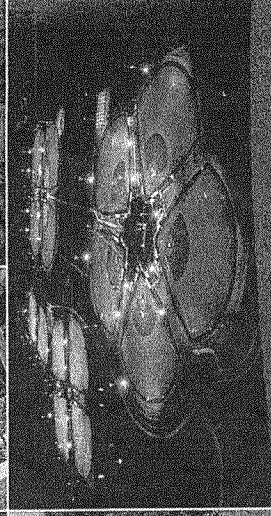
S. Renée Narloch, President or
Elliott Pervinich, Vice President
S. Renée Narloch & Associates
info@srnsearch.com | 850.391.0000
www.srnsearch.com

Seminole County Government fully commits itself to providing equal opportunities to all persons regardless of race, color or national origin, sex, age, political affiliations or beliefs, religious beliefs, or disability. The County values veterans' service and supports the recruitment of veterans. As such, Veterans' Preference will be given per Chapter 295 of the Florida Statutes for veterans who meet the minimum requirements.

In accordance with Florida's Public Records/Sunshine Laws, resumes and applications are subject to public disclosure.



2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309



SEMINOLE COUNTY, FL INVITES YOUR INTEREST IN THE POSITION OF COUNTY MANAGER

Narloch Agreement 12-13-2023

Final Audit Report

2023-12-13

Created:	2023-12-13
By:	Ginny Bodkin (gbodkin@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhkdbDc5JTlaEQNq4KTfhaUGMPNtR5RCS

"Narloch Agreement 12-13-2023" History



Document created by Ginny Bodkin (gbodkin@stpetebeach.org)

2023-12-13 - 7:50:42 PM GMT- IP address: 172.109.178.130



Document emailed to AMBER LAROWE (alarowe@stpetebeach.org) for signature

2023-12-13 - 7:52:16 PM GMT



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Document e-signed by AMBER LAROWE (alarowe@stpetebeach.org)

Signature Date: 2023-12-13 - 8:19:39 PM GMT - Time Source: server- IP address: 97.96.48.145



Agreement completed.

2023-12-13 - 8:19:39 PM GMT



Adobe Acrobat Sign

AMENDMENT TO EMPLOYMENT SEARCH FIRM

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Search Firm ("Agreement") executed as of the December 12, 2024 by and between CITY OF ST. PETE BEACH ("City") and S. Renee Narloch and Associates ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Compensation, which shall read:

Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal for Assistant City Manager Search Fees and City Attorney Search Fees, City shall pay Vendor as per the total rate of an additional \$12,500 plus expenses (expenses not to exceed \$2,500) for Assistant City Manager and City Attorney Search Fees of \$23,450 plus expenses (expenses not to exceed \$4,450) as listed in the proposals. This is in addition to the City Manager Search fees of \$22,500 plus expenses, (expenses not to exceed \$4,500) as listed in the proposal, as full consideration for services provided in this Agreement and more specifically in Exhibit B (City Manager Search Fees have already be reconciled).
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment 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 Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

S. Renee Narloch & Associates

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: S. Renee Narloch

By: Frances Robustelli

Its: President

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk



A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR
CITY ATTORNEY
ON BEHALF OF THE
CITY OF ST. PETE BEACH, FLORIDA

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com
www.srnsearch.com



September 25, 2024

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

Dear Ms. Robustelli:

We appreciate the opportunity to provide the City of St. Pete Beach with a proposal to conduct a search for the position of City Attorney. Our proposal includes an overview of our qualifications and costs related to our services.

With respect to this recruitment for the City of St. Pete Beach, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.
- S. Renée Narloch & Associates is currently conducting recruitments on behalf of **Seminole County, FL** (Utilities Director; Building Official); **City of West Palm Beach, FL** (Traffic Engineer); **City of Sugar Land, TX** (Director of Budget); and **Housing Authority of the City of Laredo, TX** (Executive Director).
- Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the **City of St. Pete Beach, FL** (City Manager; Building Official); **City of Cape Coral, FL** (City Attorney; Public Works Director); **Seminole County, FL** (County Attorney; County Manager); **City of Fort Lauderdale, FL** (City Attorney; City Manager; Assistant City Manager; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); **City of Port St. Lucie, FL** (City Attorney); **City of Coconut Creek, FL** (City Attorney); **City of Delray, FL** (City Attorney); **City of Margate, FL** (City Attorney; Director of Environmental and Engineering Services); **City of Gainesville, FL** (City Attorney; City Auditor; Chief Plans Examiner; Building Inspector; Planner IV); **Broward County, FL** (County Attorney; Assistant Director of Economic & Small Business Development; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development); **Lee County, FL** (County Attorney); **City of Baytown, TX** (City Attorney; Assistant City Manager; Police Chief; Director of Public Affairs); **Johnson County, KS** (Chief Legal Counsel);



County Auditor; County Appraiser); *City of Thomasville, GA* (City Manager; Assistant City Manager; City Engineer); *City of Dublin, OH* (Director of Communications & Public Information); *City of Sugar Land, TX* (Director of Budget & Strategy; Assistant Director of Finance); *City of Coral Springs, FL* (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); *City of Tallahassee, FL* (City Manager; Fire Chief; Airport Director; Director of Human Resources); *City of Dunedin, FL* (Community Development Director; Communications Director; City Manager; Finance Director; City Clerk); *City of Dania Beach, FL* (City Manager); *City of Miami Beach, FL* (City Manager); *City of St. Cloud, FL* (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); and many others. Ms. Narloch will conduct the recruitment for the City Attorney for the City of St. Pete Beach. A sample of past clients is included in our proposal (Clients, Page 7).

- ◆ S. Renée Narloch & Associates has highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our clients' needs, which will result in a quality pool of candidates.

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President

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ABOUT US

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the City of St. Pete Beach in the recruitment of the new City Attorney. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the City to protect the integrity of the recruitment and to ensure a successful outcome. The City can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the City Attorney recruitment for the City of St. Pete Beach. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reneen@srnsearch.com
Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the City of St. Pete Beach that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of [Seminole County, FL](#) (Utilities Director; Building Official); [City of West Palm Beach, FL](#) (Traffic Engineer); [City of Sugar Land, TX](#) (Director of Budget); and [Housing Authority of the City of Laredo, TX](#) (Executive Director).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the [City of St. Pete Beach, FL](#) (City Manager; Building Official); [City of Cape Coral, FL](#) (City Attorney; Public Works

Director); [Seminole County, FL](#) (County Attorney; County Manager); [City of Fort Lauderdale, FL](#) (City Attorney; City Manager; Assistant City Manager; Finance Director; Director of Sustainable Development; Deputy Director of Human Resources; Building Official); [City of Port St. Lucie, FL](#) (City Attorney); [City of Coconut Creek, FL](#) (City Attorney); [City of Delray, FL](#) (City Attorney); [City of Margate, FL](#) (City Attorney; Director of Environmental and Engineering Services); [City of Gainesville, FL](#) (City Attorney; City Auditor; Chief Plans Examiner; Building Inspector; Planner IV); [Broward County, FL](#) (County Attorney; Assistant Director of Economic & Small Business Development; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development); [Lee County, FL](#) (County Attorney); [City of Baytown, TX](#) (City Attorney; Assistant City Manager; Police Chief; Director of Public Affairs); [Johnson County, KS](#) (Chief Legal Counsel; County Auditor; County Appraiser); [City of Thomasville, GA](#) (City Manager; Assistant City Manager; City Engineer); [City of Dublin, OH](#) (Director of Communications & Public Information); [City of Sugar Land, TX](#) (Director of Budget & Strategy; Assistant Director of Finance); [City of Coral Springs, FL](#) (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); [City of Tallahassee, FL](#) (City Manager; Fire Chief; Airport Director; Director of Human Resources); [City of Dunedin, FL](#) (Community Development Director; Communications Director; City Manager; Finance Director; City Clerk); [City of Dania Beach, FL](#) (City Manager); [City of Miami Beach, FL](#) (City Manager); [City of St. Cloud, FL](#) (Police Chief; Human Resources & Risk Management Director; Information Technology Director; Environmental Utilities Director); and many others. Ms. Narloch will conduct the recruitment for the City Attorney for the City of St. Pete Beach. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 6). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the City of St. Pete Beach has a quality group of finalists from which to select the new City Attorney.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of St. Pete Beach has a pool of high-quality candidates from which to select the new City Attorney. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City's requirements will be the foundation of a successful search. We will work directly with City staff and others involved in the process in order to learn as much as possible about what the organization expects of a new City Attorney. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the City of St. Pete Beach. We also want to be fully acquainted with the City's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the City Attorney position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the City Attorney search, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the City of St. Pete Beach.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the City Attorney position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the City Attorney position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the City Attorney search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

City of St. Pete Beach, FL

Building Official; City Manager

City of Cape Coral, FL

City Attorney

Seminole County, FL

County Manager; County Attorney

City of Fort Lauderdale, FL

City Attorney; Finance Director; City Manager; Assistant City Manager; Building Official; Director of Sustainable Development; Deputy Director of Human Resources

City of Port St. Lucie, FL

City Attorney

City of Delray Beach, FL

City Attorney

City of Coconut Creek, FL

City Attorney

City of Margate, FL

City Attorney; Director of Environmental and Engineering Services

City of Gainesville, FL

City Attorney; City Auditor; Chief Plans Examiner; Building Inspector; Planner IV

Lee County, FL

County Attorney; County Manager

Broward County, FL

County Attorney; Assistant Director of Economic & Small Business Development; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development

City of Baytown, TX

City Attorney; Police Chief; Director of Public Affairs; Assistant City Manager

Johnson County, KS

Chief Legal Counsel; County Auditor; County Appraiser

City of Dunedin, FL

Community Development Director; Communications Director; City Manager; Finance Director; City Clerk

City of Dania Beach, FL

City Manager

City of Hallandale Beach, FL

Comptroller

City of Coral Springs, FL

City Manager; Director of Economic Development; Deputy City Manager (2 positions); Director of Finance; Police Chief

City of West Palm Beach, FL

Director of Public Utilities; Director of Engineering Services

City of Tallahassee, FL

City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)

City of Quincy, FL

Finance Director

City of Miami Beach, FL

City Manager

City of Boca Raton, FL

Building Official; Risk Manager

Orange County, FL

Chief of Corrections

City of St. Cloud, FL

IT Director; Environmental Utilities Director; Human Resources & Risk Management Director; Police Chief

Early Learning Coalition of Broward County, FL
Chief Executive Officer

Consolidated Dispatch Agency (Tallahassee), FL
Director

TOHO Water Authority, FL

Executive Director; General Counsel

SOS Children's Villages - Florida

Chief Executive Officer

Pinellas Suncoast Transit Authority (PSTA), FL

Chief Financial Officer

Sebring Airport Authority (SAA), FL

Airport Manager

Florida Public Transportation Association

Executive Director

Community Coordinated Care for Children, FL

Chief Officer of Education

Palm Beach County, FL

County Administrator; Director of Capital Improvements

Leon County (Tallahassee), FL
 Building Official
 Alachua County, FL
 County Manager
 Sumter County, FL
 Public Works Director; Fire Chief; Development
 Services Director; Assistant Public Works Director
 Engineer; Staff Engineer
 Pasco County, FL
 County Manager
 Collier County, FL
 Director of Facilities Management
 Hillsborough County, FL
 Director of Head Start; Affordable Housing
 Services Director; County Administrator
 Children's Board of Hillsborough County, FL
 Executive Director
 Miami-Dade County, FL Public Housing and
 Community Development
 Director of Public Housing Division; PHCD
 Development Director; RAD Program Manager;
 Housing Choice Voucher Division Director
 City of Thomasville, GA
 City Manager; Assistant City Manager; City
 Engineer
 Housing Authority of the City of Tulsa, OK
 President/CEO; VP/CFO
 Sedgwick County, KS
 County Manager; Health Department Director;
 Director of Human Resources
 City of Wichita, KS
 Director of Law; Director of Housing & Community
 Services
 City of Topeka, KS
 City Manager; Administrative and Financial
 Services Director
 City of Washington, IL
 City Administrator
 International Association of Campus Law
 Enforcement Administrators (IACLEA), MD
 Executive Director
 City of Oak Creek, WI
 City Administrator
 City of Rye, NY
 City Manager
 City of Rochester, NY
 Fire Chief
 Rochester-Genesee Regional Transportation
 Authority (RGRTA), NY
 Chief Executive Officer (CEO)
 Centre Area Transportation Authority (CATA), PA
 Director of Transportation, Director of Finance,
 Data Analyst

Metropolitan Washington Airports Authority, DC
 Vice President for Public Safety
 Wayne County, MI
 Deputy Chief Director of Personnel; Chief Deputy
 CFO
 Western Reserve Transit Authority, OH
 Executive Director
 Workforce Development Board (WDB), OH
 Executive Director/CEO
 Cincinnati Metropolitan Housing Authority
 (CMHA), OH
 Director of Accounting
 Franklin County, OH
 County Administrator; Animal Care & Control
 Services Director; Director of Job & Family
 Services
 Scott Consolidated Emergency Communications
 Center (Scott County, IA)
 Emergency Services Dispatch Director
 Greater Richmond Transit Co (GRTC), VA
 Chief Executive Officer
 City of Charlottesville, VA
 City Manager
 City of Virginia Beach, VA
 Deputy City Manager; Assistant Human Services
 Director
 City of Newport News, VA
 Fire Chief
 Portsmouth Redevelopment & Housing Authority
 (PRHA), VA
 Executive Director
 Alexandria Redevelopment and Housing Authority
 (ARHA), VA
 Chief Executive Officer
 Virginia Commonwealth University (VCU),
 Richmond, VA
 Police Chief
 York County, SC
 County Manager
 Town of Lake Lure, NC
 Town Manager; Project Manager
 City of Durham, NC
 Director of Technology Solutions
 Cumberland County, NC
 Assistant County Manager - Community Support
 Services; Human Resources Director
 Wake County, NC
 County Manager
 Person County, NC
 County Manager
 Durham County, NC
 Fire Marshal/City-County Emergency
 Management Director

Louisiana Housing Corporation, LA
Executive Director
New Orleans Redevelopment Authority, LA
Executive Director
Dallas County, TX
Director of Human Resources
Town of Addison, TX
City Manager
Houston Housing Authority, TX
President/CEO
City of Arlington, TX
Deputy City Manager; Parks & Recreation
Director
Housing Authority of the City of Austin, TX
Vice President/Chief Financial Officer;
President/CEO
Fort Worth Housing Authority, TX
President/CEO

City of Dallas, TX
Assistant Director of Transportation Operations;
Assistant Director of Water Utilities; City Manager;
City Attorney; Managing Director of
Environmental Quality; Assistant Director of Street
Services (Maintenance)
El Paso Water Utilities-Public Service Board, TX
President/CEO
Housing Authority of the City of Brownsville, TX
Chief Executive Officer
City of Sugar Land, TX
Controller; Assistant Director of Finance; Director
of Budget & Strategy
South Padre Island, TX
Convention & Visitors Bureau Direct

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT: City of Cape Coral, FL
REFERENCE: Ms. Nancy Deutsch, Human Resources Director
1015 Cultural Park Blvd, Cape Coral, FL 33990
(239) 574-0528 ext. 4528; ndeutsch@capecoral.gov
POSITION: City Attorney; Public Works Director

CLIENT: Seminole County, FL
REFERENCE: Ms. Meloney Koontz, Assistant County Manager
1101 East First Street, Sanford, FL 32771
(407) 665-7225; mkoontz@seminolecountyfl.gov
POSITION: County Attorney; County Manager

CLIENT: City of Baytown, TX
REFERENCE: Ms. Carol Flynt, Assistant City Manager
2401 Market Street, Baytown, TX 77520
(281) 420-6521; carol.flynt@baytown.org
POSITION: Assistant City Manager; City Attorney; Police Chief; Director of Public
Affairs

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the City of St. Pete Beach is \$23,450, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed \$4,450 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the City for interviews and candidates' travel for interviews are the responsibility of the City of St. Pete Beach.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the City will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the City's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the City of St. Pete Beach monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the City. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

SCHEDULE

We are available to begin the search for the City Attorney immediately, and our current workload is such that we can ensure the City will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the Commission, City staff and others involved in the process
2	Develop recruitment brochure and advertisements
3	City reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the City staff and others involved in the process
15	Candidates interview with the City, follow-up interviews, and consultant reference/background checks
16	Candidate selected



September 6, 2024

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

Submitted via e-mail to: frobustelli@stpetebeach.org

Dear Ms. Robustelli:

Thank you for the opportunity to provide the City of St. Pete Beach with information about our recruitment services. We are excited about the opportunity to work with the City on this important project of recruiting candidates for the position of Assistant City Manager. The following includes an outline of our services and fees for conducting a partial recruitment.

Our recruiters have many years of experience conducting searches nationwide. Our thorough recruitment process combined with our extensive network of contacts and knowledge of outstanding candidates nationwide will ensure that the City of St. Pete Beach has a quality group of finalists from which to select the next Assistant City Manager.

We look forward to the opportunity to serve the City. Please feel free to contact me if you have questions or need additional information.

Sincerely,

S. Renée Narloch, President



ABOUT OUR FIRM

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. Prior to forming S. Renée Narloch & Associates, Ms. Narloch served as the Senior Vice President of Recruitment for a nationwide public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.

Our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

We have a good understanding of the challenges facing cities/agencies and understand the importance of finding leadership who brings the necessary skills to meet those challenges. We also understand the need for the new Assistant City Manager to acclimate to and fit the organization and its culture to ensure the selected candidate's overall success.

Our initial meetings with the City will be the foundation for a successful search. We strive to learn as much as possible about the desires and expectations of the City regarding the knowledge, skills, and experience of the next Assistant City Manager. It is our attention to detail during this phase of the recruitment that has ensured our success in finding committed and long-term placements. Our placements on average serve at least five to seven years with agencies, several of which have significantly longer tenures.

S. Renée Narloch & Associates has an excellent reputation nationwide among candidates and clients. We are known for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates and assure the City of St. Pete Beach that you will receive the highest caliber of service throughout the recruitment process.

THE ASSIGNED STAFF/EXPERIENCE

S. Renée Narloch & Associates has successfully recruited more than 400 public sector professionals. Our recruiters have extensive experience recruiting candidates for agencies such as City of Fort Lauderdale, FL (City Attorney; City Manager; Assistant City Manager; and others); City of Coral Springs, FL (City Manager; Deputy City Managers (2); Finance Director; Police Chief; Economic Development Director); and many others. We feel confident in our ability to locate an excellent pool of qualified candidates for the City of St. Pete Beach Assistant City Manager position.

Ms. S. Renée Narloch will be the lead recruiter for the City of St. Pete Beach and has more than 25 years of experience in public sector executive recruitment. She will be assisted as needed by Mr. Elliott S. Pervinich and Ms. Liana Velez Thompson. The recruitment will be conducted from our office in Tallahassee.

THE RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of St. Pete Beach has a pool of highly qualified candidates from which to select the new Assistant City Manager. As discussed, we will conduct a partial recruitment which includes reaching out to eligible candidates, making personal contact with qualified individuals who may be interested, and presenting those candidates to the City for further review and consideration.

Our proven recruitment process has been instrumental in our success in placing outstanding candidates. Outlined below are the key steps in our recruitment process.

- Step 1. Developing the Candidate Profile
- Step 2. Advertising Campaign and Recruitment Brochure
- Step 3. Recruiting Candidates
- Step 4. Providing Resumes of Qualified Candidates to the City

As part of our recruiting efforts, we will contact minority candidates we know in the industry, as well as work with associations and organizations that include diverse memberships to ensure you have a diverse group of candidates for consideration.

PROFESSIONAL FEES AND EXPENSES

The consulting fee for conducting the Assistant City Manager recruitment on behalf of the City of St. Pete Beach is \$12,500, plus expenses. Services covered by the fee consist of all steps outlined in this proposal letter.

The City will be responsible for reimbursing expenses that S. Renée Narloch & Associates incurs on behalf of the City. We estimate expenses for this project not-to-exceed \$2,500. Reimbursable expenses include such items as the cost of clerical support, placement of ads, develop a brochure, as well as Nexis newspaper article searches. In addition, postage, photocopying, and telephone charges are reimbursable. Expenses related to the use of video conferencing equipment for interviews and candidates' travel for interviews are the responsibility of the City.

TIMELINE

In order to meet the City's anticipated schedule, we would like to begin the search as soon as possible. The following is a typical timeline for the process:

WEEK:	TASK:
1	Conduct meeting with the City Manager and others involved in the process
2	Develop recruitment brochure and place advertisements
3	Active recruitment of candidates begin
8	Provide resumes of qualified candidates to the City

STAFF BIOS

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent 10 years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is an expert in public-sector recruitment and is often a guest speaker at the National ICMA Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has eight years of experience working in executive administration in both local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.



LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and Master's degree in Special Education from Florida State University, Tallahassee, Florida.

PROPOSAL FOR INTERIM CITY ATTORNEY SERVICES



Proposal submitted by:

Erica F. Augello, Esq. & Robert M. Eschenfelder, Esq.

Trask Daigneault, LLP

1001 South Fort Harrison Avenue, Suite 201

Clearwater, FL 33756

(727) 733-0494 • Phone

(727) 733-2991 • Fax

Contact person:

Erica F. Augello, Esq.

Erica@cityattorneys.legal

September 18, 2024

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FIRM PROFILE & STATEMENT OF EXPERIENCE

The Trask Daigneault Law Firm (the “Firm”) is an established local government law firm that boasts nearly a century of combined municipal experience. At present, the Firm has seven attorneys and four paralegals. Of the Firm’s seven attorneys, six are board certified by the Florida Bar in City, County, and Local Government Law. This is a distinction held by only 309 attorneys in the State - the Firm employs nearly 2% of all City, County, and Local Government Law Board Certified attorneys.

The Firm’s focus is on municipal law and its attorneys currently serve as the City, Village, or Town Attorneys for the following municipalities: (1) Belleair, (2) Belleair Beach, (3) Belleair Bluffs, (4) Estero, (5) Holmes Beach, (6) Indian Rocks Beach, (7) Madeira Beach, (8) North Redington Beach, (9) Oldsmar, (10) Port Richey, (11) Redington Beach, (12), Redington Shores, and (13) Seminole. The Firm also represents subordinate or independent boards in a number of other communities including the cities of Clearwater and Naples and serves as outside counsel in various other communities. The Firm has a breadth of experience in matters of planning and development, code creation, revision, and interpretation, code enforcement, annexation, land use, etc., all of which make it a complete resource for its municipal clients.

Through this representation, the attorneys and staff of Trask Daigneault, LLP are well versed and experienced in every aspect of municipal representation. The Firm is well respected throughout the state and possesses a depth and breadth of knowledge and experience in all matters relating to local government law, and continues to stay abreast of changes in law that impact its clients.

The Firm is adept in all aspects of Sunshine Law, Public Records Law, and State Ethics Law. In fact, several of the attorneys have spoken on these topics at numerous municipal meetings, municipal law presentations, and continuing legal education seminars.

Ms. Erica Augello is the primary candidate for the position of Interim City Attorney and her profile is included below. She possesses the required minimum of seven (7) years of public legal experience with a coastal municipality within the State of Florida. Understanding the City holds its meetings on the second and fourth Tuesdays of every month, Ms. Augello presently has a conflict. The City’s Charter requires the Commission to hold meetings twice per month, which could be held on alternative days if the Commission was inclined to select the Firm as its Interim

City Attorney. Ms. Augello, in conjunction with the Firm's other attorneys, otherwise has the capacity and willingness to dedicate the approximately 275 hours per month to assist the City in the role of Interim City Attorney.

The secondary candidate for the position of Interim City Attorney is Robert M. Eschenfelder, his profile is included below. He possesses the required minimum of seven (7) years of public legal experience with a coastal municipality within the State of Florida. Presently, Mr. Eschenfelder has no conflicts on the second and fourth Tuesdays of the month.

LEAD CANDIDATE PROFILES

Erica F. Augello, Esq., B.C.S., Partner

Ms. Augello is a graduate of the Stetson University College of Law, holding a JD/MBA dual degree. She is a member in good standing with the Florida Bar and is certified by the Bar in City, County and Local Government Law. She is licensed to practice in all courts of the state of Florida and the United States District Court for the Middle District of Florida.

Ms. Augello joined Trask Daigneault, LLP in 2014, and was elevated to Partner at the firm in January 2019, before which she spent several years clerking for a boutique law firm that specialized in municipal litigation. She currently serves as the City Attorney for the City of Holmes Beach. In addition, she handles all code enforcement matters for the City of Indian Rocks Beach and serves as a Special Magistrate for Code Enforcement for Dade City and the City of St. Pete Beach.¹ Ms. Augello's practice primarily focuses on municipal representation and litigation. She has broad experience serving the Firm's municipal clients to include attendance at Commission/Board meetings, legal research and drafting of memoranda on issues of municipal law, drafting and preparation of ordinances and resolutions, preparation and reviewing of municipal contracts and agreements to include development agreements, local government procurement, drafting of orders and opinions of various advisory and quasi-judicial boards, code enforcement prosecutions, and advising municipal staff and department heads. Ms. Augello also has extensive experience in drafting legislation at the state level in collaboration with community stakeholders in an effort to support and expand Home Rule.

Ms. Augello has also spent over a decade defending municipalities in litigation ranging from personal injury cases and employment law to complex litigation involving civil rights and other constitutional issues, to include land use rights, Bert Harris Act claims, and code enforcement appeals. She also serves as a Florida Supreme Court Certified Mediator.

Ms. Augello's entire legal career has been dedicated to the practice of municipal law, both in a representative capacity and through litigation. She has experience representing a multitude of municipal clients in administrative hearings and overseeing the conduct of quasi-judicial hearings and drafting impartial decisions relating to variances and special exceptions.

¹ Should the Firm be retained as Interim City Attorney, Ms. Augello would be required to step down from this position.

Ms. Augello has an intimate knowledge of the unique challenges and opportunities that face coastal communities and the administrative, legislative, and practical aspects of governing a coastal community in a dynamic regulatory landscape. Ms. Augello brings a wealth of expertise to her role as an advisor and advocate for her clients and ensures that she keeps her clients informed of the most recent developments in an ever-changing legal landscape. Her experience makes her the ideal candidate for Interim City Attorney Services.

Robert M. Eschenfelder, Esq., B.C.S., Partner

Mr. Eschenfelder is a graduate of the St. Thomas University School of Law in the Miami area. He is a member in good standing with the Florida Bar and is certified by the Bar in City, County and Local Government Law. He is licensed to practice in all courts of the state of Florida and the United States District Court for the Middle District of Florida, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court.

Mr. Eschenfelder has practiced as a local government attorney since becoming a member of the Florida Bar in 1994, serving in progressively more responsible and diverse roles. During his career, he has become experienced in the areas of the law impacting Florida's local governments and has significant exposure to and experience in all aspects of those laws, to include ethics, records, sunshine, employment and labor law, public procurement law, annexation, code enforcement, utilities law, zoning and land use, communications law, constitutional law, governmental liability, and many others. Mr. Eschenfelder's knowledge and skill in the area of local government law is recognized by The Florida Bar through its Board of Legal Specialization's certification of him as Board Certified in City, County and Local Government Law, a distinction he has held since 2016.

Prior to joining the Firm in 2018, Mr. Eschenfelder served as Assistant City Attorney for the City of St. Petersburg, as Assistant and Chief Assistant County Attorney for Manatee County, and as a Special Magistrate for the City of Bradenton Beach. He has also served in a variety of governmental offices, including the St. Petersburg Planning Commission, the Pinellas Park Board of Adjustment, and the Florida Communications Service Tax Legislative Workgroup. Mr. Eschenfelder has also served as a volunteer Guardian ad Litem for the 6th Judicial Circuit GAL Program and has extensively lectured at the Florida Bar and other programs on local government law and labor and employment law topics. His experience and skill in labor and employment law

has been recognized by his membership on the Florida Bar Labor & Employment Law Section's Executive Council, where he will serve as Chair in the 2025 Bar year. He has served on and chaired the Florida Bar's Code & Rules of Evidence Committee, the Student Admissions to the Bar Committee, and the Rules of Judicial Administration Committee. While practicing in Manatee County, his professionalism and service to the local Bar was recognized through his election as the President of the Manatee County Bar Association for 2015/2016.

Through the Firm, Mr. Eschenfelder currently serves as the Village Attorney for the Village of Estero, as well as the Town Attorney for the Towns of Redington Beach and Redington Shores, and he provides General Counsel services to the Sarasota/Manatee Metropolitan Planning Organization and the Clearwater Civil Service Commission. He has provided legal advice and rendered countless formal opinions to city and county officials associated with the performance of their respective duties over the years. He also has substantial experience in the preparation and review of contracts, leases, easements, interlocal agreements, bid and RFP documents, resolutions, ordinances, and other legal documents in which his local government clients were concerned. He has extensive experience leading and participating in meetings of governing boards, administrative department management, and with constitutional offices, legislative officers, and private-sector stakeholders including community and business representatives.

With substantial labor & employment and procurement law experience, Mr. Eschenfelder has reviewed, revised, and negotiated collective bargaining agreements and solicitation/procurement documents. He has advised many different subordinate boards and commissions for his local government clients, and has significant experience in drafting resolutions and ordinances, as well as the codification process.

FIRM ATTORNEY PROFILES

Though Ms. Augello and Mr. Eschenfelder and the primary and secondary candidates for the Interim City Attorney position, the Firm's approach to representation is a collaborative one, and each attorney employed by the Firm serves as an available resource to the City.

Jay Daigneault, Esq., B.C.S., Managing Partner

Attorney Jay Daigneault joined the Firm as an attorney in 2006, before which time he spent two years with the Firm as a law clerk, concentrating on cases involving municipal litigation. He became a partner in 2011 and Managing Partner in 2019. Jay's practice is dedicated entirely to municipal representation and litigation. He leads or assists in the representation of all the Firm's municipal clients, including attendance at Commission/Council meetings, code enforcement meetings, legal research regarding municipal law issues, preparation of ordinances, resolutions, and municipal agreements and contracts, and counseling municipal officials and staff. He also defends municipalities insured through the Florida Municipal Insurance Trust (administered by the Florida League of Cities) in complex litigation involving civil rights, land use/development, zoning, and personal injury. Jay is also a seasoned appellate attorney, having argued before state and federal appellate courts in cases resulting in favorable written opinions.

Mr. Daigneault is currently the City Attorney for the City of Seminole and the Town Attorney for the Town of North Redington Beach. He serves as the Board Attorney for the Clearwater Community Development Board and the Clearwater Building/Flood Board of Adjustment and Appeals.

Mr. Daigneault is the past President of the Florida Municipal Attorneys Association ("FMAA"), a legal association whose membership consists of over 600 attorneys who specialize in the legal representation of municipalities. FMAA's primary objective is to provide a permanent forum for municipal attorneys to identify and address legal problems of common concern among Florida's municipalities, and to study, summarize, and disseminate legislation, court decisions and administrative rulings affecting municipal operations. Jay has been a member of FMAA since 2006 and has served on its Executive Board since 2012.

He regularly lectures on public records, Sunshine Law, and ethics issues at the Institute for Elected Municipal Officials and serves as a panelist in quarterly webinars on dynamic issues of

ethics in municipal government. He has also lectured across the state on issues concerning police liability, the Fair Housing Act, and the Bert J. Harris, Jr. Private Rights Property Protection Act.

Mr. Daigneault is a graduate of the Stetson University College of Law, Gulfport, Florida. He is a member in good standing with The Florida Bar and has been since 2006. He is licensed to practice in all Florida state courts, as well as the federal district courts for the Middle and Northern Districts of Florida, the Eleventh Circuit Court of Appeals, and the United States Supreme Court. He is Board Certified by The Florida Bar in City, County, and Local Government Law.

Thomas J. Trask, Esq., B.C.S., Partner

Attorney Thomas “Tom” J. Trask joined the Firm in 1988 and became a partner in 1993. Mr. Trask focuses his practice solely on municipal clients as that is his area of expertise and experience and the area of law that he enjoys the most. Mr. Trask is currently the City Attorney for the Cities of Oldsmar, Madeira Beach, and Belleair Bluffs, and the Town Attorney for the Town of Belleair. Mr. Trask Tom has been the Code Enforcement Board Attorney for the City of Safety Harbor for thirty years, and he is the Special Magistrate for the Town of Belleair Shores. He is the Board Attorney for the City of Clearwater’s Nuisance Abatement Board and, in the recent past, he has served as a Special Magistrate for the Towns of Belleair and Redington Shores as well as Pinellas County. He has also represented the Cities of Largo and Indian Rocks Beach as special counsel on past projects. Mr. Trask has also spoken on numerous occasions on the subject of Sunshine Law, ethics and gift law for public officials.

Mr. Trask has achieved an AV® Preeminent™ Peer Review Rated attorney by Martindale-Hubbell® - the highest professional and ethical rating awarded. He is the past president and has been a board member for over three decades for Youth and Family Alternatives, Inc. (“YFA”), a charitable organization headquartered in New Port Richey benefiting troubled and underprivileged youth. Mr. Trask is also a Paul Harris Fellow and past president of the Tarpon Springs Rotary Club.

Mr. Trask is a graduate of the Walter F. George School of Law, Macon, Georgia. He is a member in good standing with the Florida Bar and has been since 1988. Tom is also a member of the Georgia Bar, Clearwater Bar Association, and the Florida Municipal Attorneys Association. He is licensed to practice in all areas of the Florida, the Middle District of Florida and the United

States Supreme Court. He is Board Certified by the Florida Bar in City, County, and Local Government Law.

Randy Mora, Esq., B.C.S., Partner

Mr. Mora is a graduate of The George Washington University College of Law. He is a member in good standing with the Florida Bar and is certified by the Bar in the area of City, County and Local Government Law. He is licensed to practice in all courts of the state of Florida and the United States District Court for the Middle District of Florida. Mr. Mora received his undergraduate degree from Florida International University.

Mr. Mora began his legal career in New York City working at an international law firm. While in New York, Mr. Mora worked on a representation involving the liquidation of feeder funds associated with Bernard L. Madoff's Ponzi scheme. After practicing in New York, Mr. Mora returned to Florida where he began by practicing at a full-service litigation firm in the Tampa Bay area.

Mr. Mora joined Trask Daigneault, LLP in 2014, and was elevated to Partner at the firm in January 2019. Mr. Mora has served as the City Attorney for Indian Rocks Beach for the past nine years, and the City of Belleair Beach for the past two years. Before that, he served as the Town Attorney for the Town of Kenneth City for nearly eight years, beginning his career as among the youngest municipal attorneys to serve in Pinellas County. Mr. Mora has also served as the Code Compliance Magistrate in the Town of Indian Shores for the past four years.

Since joining the Firm in 2014, Mr. Mora has spent over a decade defending municipalities in litigation ranging from personal injury cases and employment law to complex litigation involving civil rights, land use, and other constitutional issues.

In addition to his practice as a municipal attorney and litigator, Mr. Mora has developed a robust practice educating and providing consultant services throughout the State of Florida. Since 2015, Mr. Mora has served as a lecturer and educator with the Florida League of Cities Institute for Elected and Municipal Officials, teaching about public records, open meetings, and governmental ethics. This engagement has also included quarterly webinars on various ethical issues impacting municipal officials.

Nancy S. Meyer, Esq., B.C.S., Associate Attorney

Ms. Meyer joined the Firm in November 2020. She started her career serving Pinellas County as a prosecutor with the State Attorney for the Sixth Judicial Circuit. She then went into private practice with the Abbey, Adams, Byelick & Mueller, LLP firm in St. Petersburg, concentrating on workers' compensation defense litigation. Following a successful decade in private practice, Ms. Meyer returned to government service as a Senior Assistant Pinellas County Attorney. In that capacity, she handled a diverse portfolio of civil matters for the County for eight years prior to her joining the Firm. Ms. Meyer serves as the City Attorney for the City of Port Richey.

Ms. Meyer Nancy was admitted to the Florida Bar in 1998. She is a member in good standing with the Florida Bar, and she is licensed to practice in all courts of the State of Florida as well as the federal district courts for the Middle and Northern Districts of Florida, and the Eleventh Circuit Court of Appeals. She is Board Certified by The Florida Bar in City, County, and Local Government Law.

Megan R. Hamisevicz, Esq., Associate Attorney

Attorney Megan R. Hamisevicz joined the Firm in 2018 after moving to Florida from Boston, Massachusetts. She initially joined the Firm as a paralegal while she prepared for the Florida Bar Examination, and she was elevated to Associate Attorney upon her admittance to the Florida Bar.

Ms. Hamisevicz came to the Firm with over 10 years of legal experience in the real estate field. After serving as a real estate paralegal in New York, she transitioned to serving as a real estate attorney in Boston, specializing in commercial matters. Ms. Hamisevicz handles all real estate matters for the Firm, as well as estate planning, probate and trust administration, and the formation of business organizations and transactions associated with such organizations. She handles the Firm's municipal clients' issues that arise concerning the purchase or sale of real property, addressing and resolving complex title issues, leasing of government-owned property, and various other matters relating to land use transactions.

Specializing in real estate closings and title work, Ms. Hamisevicz is an authorized title insurance agent for Old Republic National Title Insurance Company. In 2021, the Firm conducted

over 100 real estate closings – which involved examining title commitments and resolving any title defects.

Ms. Hamisevicz is a graduate of New England Law | Boston. She is a member in good standing with the Florida Bar and has been since August 2020. She is licensed to practice in all courts of the State of Florida and the Commonwealth of Massachusetts.

BILLING AND RATES

The Firm proposes an hourly rate structure for all Interim City Attorney Services at \$280/hour attorney services and \$105/hour for paralegal services. This hourly rate does not include the costs and expenses that may be incurred in rendering services.

PROFESSIONAL REFERENCES

1. Judy Titsworth, Mayor
City of Holmes Beach
(941) 705-5800 ext. 227
mhbmayor@holmesbeachfl.org
2. Gregg Mims, City Manager
City of Indian Rocks Beach
(727) 595-2517
Gmims@irbcity.com
3. David Will, Mayor
Town of Redington Beach
(323) 744-9455
mayor@townofredingtonbeach.com

Attorney Resumes

PROFESSIONAL LICENSES: Member in Good Standing of the Florida Bar
Board Certified in City, County, and Local Government Law

EDUCATION

Stetson University College of Law, Gulfport, FL December 2013
Juris Doctor and Certificate of Concentration in Advocacy

Honors: Victor O. Wehle Award for Trial Advocacy; Leadership Development Certificate

Stetson University, DeLand, FL December 2013
Master of Business Administration

Auburn University, Auburn, AL May 2004
Bachelor of Science, Marketing
Activities: Alpha Kappa Psi Business Fraternity

EXPERIENCE

Trask Daigneault, LLP, Clearwater, FL
Partner Jan. 2019 - Present
Associate Attorney Feb. 2014 - Dec. 2018

- Practice focused on government affairs, civil defense litigation, and municipal representation.
- Representing and advising municipalities and various local government boards.
- Drafting and influencing legislation at the local and state levels.
- Assisting in relationships regarding legislative policy and implementation for local governments.
- Litigating matters including insurance defense, code enforcement, land use and zoning, civil rights, Title VII & ADA claims, premises liability, employment law, First Amendment claims, and governmental law.
- Conducting comprehensive drafting and review of contracts; regulatory compliance.

Bloomin' Brands, Inc., Tampa, FL Aug. 2013- Nov. 2013
In-House Counsel Legal Intern

- Assisted General Counsel with legal research and drafting of legal documents in the areas of compliance, licensing, intellectual property, and litigation; extensive work with trademark and copyright infringement issues.

Scarritt Law Group, P.A., Tampa, FL Apr. 2010 – Feb. 2012
Trial Litigation Paralegal, Law Clerk June 2013 – Dec. 2013

- Research and draft legal documents for civil litigation focusing on municipal insurance defense in both state and federal court through all points of litigation.
- Assist with trial preparation; participate in client interviews and meetings; attend hearings, trial, and depositions.

Michael P. Maddux, P.A., Tampa, FL Feb. 2012 – Aug. 2012
Law Clerk

- Assisted attorneys with legal research, legal drafting.
- Attended and participated in mediations, depositions, and various court appearances for a firm specializing in criminal law, personal injury, and civil rights litigation.

PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT

- Member of the American Bar Association and Florida Municipal Attorneys Association.
- Member of the Tampa Bay Auburn Club, a 502(c)(3) organization (2018-2022); Vice President (2018-2022); Director at Large (2022- present).
- Florida Supreme Court Certified Civil Circuit Mediator.
- Graduate of Leadership Hillsborough Class of '22-'23.

Robert Michael Eschenfelder

42556 Timber Walk Trail, Babcock Ranch, FL 33982 * 727.403.5007
Florida Bar Number 0008435

EDUCATION:

St. Thomas University College of Law, Miami, FL (1st & 2nd Yr.) Juris Doctor, May 1994

Stetson University College of law, St. Petersburg, FL (3rd Yr.)

Graduating Class Rank: **Top 20% Dean's List**: Spring 1993 **Honor Roll**: Spring 1994

Activities: Semi-Finalist–Trial Court Skills Competition (1992)

Co-Founder–Christian Legal Society of St. Thomas Law School

Stetson Law Inns of Court Committee (1993-1994)

Staff Writer–*Opinio Juris* **Tutor**: Torts & Property Law

Volunteer–Legal Assistance Wednesday (Haitian legal aid group 1992)

University of South Florida, Tampa, FL Bachelor of Science, July 1991

Major: **Finance** Minor: **Political Science** (1st place–Moot Court Competition—1989 & 1990)

St. Petersburg Junior College, Clearwater, FL Associate of Arts, July 1989 Major: **Business Administration**
Focus: **Accounting**

FEDERAL BAR MEMBERSHIPS:

United States Supreme Court (October 2010 to current)

United States Eleventh Circuit Court of Appeals (December 1994 to current)

United States Middle District of Florida (January 1995 to current)

PROFESSIONAL CERTIFICATIONS AND ASSOCIATIONS:

Board Certified in City, County & Local Government Law (August 1, 2016 to present)

Florida Bar Labor & Employment Law Section (1997 to present)

BAR INVOLVEMENT AND LEADERSHIP:

Florida Bar City, County & Local Government Law Certification Committee (2022-current)

Florida Bar Rules of General Practice and Judicial Administration (2023-current)

Florida Bar Labor & Employment Section Executive Council (2011 - current)

- Labor & Employment Law Section Executive Council Secretary (2023/24) (will become Section Chair in 2025/26)
- Labor & Employment Law Section Florida Bar Journal Articles Editor (2012 - 2022)

Florida Bar Special Committee on Parental Leave in Court Actions (Chair 2016-2017)

Florida Bar Governmental & Public Policy Advocacy Committee (2016-2019)

Florida Bar Rules of Judicial Administration Committee (2012-18) (subcommittee chair 2013-2016)

Manatee County Bar Association Board of Directors (2012-2017) (President 2015/2016)

Florida Bar Code & Rules of Evidence Committee (2006 - 2012) (Chair 2011 - 2012)

Florida Bar Rules of Judicial Administration Select Committee on E Service Rule Creation (2009/10)

Florida Bar Student Education & Bar Admissions Committee (2003-06) (Chair 2006/07)

Florida Board of Bar Examiners (Exam Proctor periodically from 2007 through 2012)

GOVERNMENTAL OFFICES AND APPOINTMENTS:

Commissioner: St. Petersburg Planning & Vision Commission (December 2009 to 2012)

Commissioner: St. Petersburg Historic Preservation & Planning Commission (June 2002 to October 2008)
(Chair in 2004-05)

Member: Board of Adjustment of the City of Pinellas Park, Florida (1993-98) (Chair in 98)

AWARDS, PROFESSIONAL RECOGNITION:

Volunteer of the Year: Presented by the Florida Bar Labor & Employment Section (2019)

Cameo Award: Presented by national board of directors of the Susan G. Komen Breast Cancer Foundation for outstanding long-term volunteer work for the Foundation (2005)

PUBLISHED WORKS:

- *Scientia Sit Potential: Is the Education Department's Newest Financial Responsibility Reporting Rule a Source of Powerful Knowledge or a Bureaucratic Mess?*, **Vol. 94, No. 1 Florida Bar Journal** (January 2020)
- *When is a Public Official Entitled to Prevailing Party Attorneys' Fee Reimbursement in Public Records Act Cases? (Parts I & II)*, **Volume 91, Nos. 5 & 6 Florida Bar Journal 31 & 47** (May & June 2017)
- *Padi-Waggin: The Tail of One Dog's Journey from Death Row to Legislative Inspiration for Dog Bite Due Process*, **Volume 91, No. 1 Florida Bar Journal 36** (January 2017)
- *Me, Myself, and I: Does Florida's Sunshine Law Apply to Communications of a Lone Member of a Board or Commission?*, **Volume 88, No. 9 Florida Bar Journal 48** (November 2014)
- *Florida Trial Objections*, Chapter 13 of *Evidence in Florida*, 8th through 11th Editions. Lexis Publishing 2011, 2012 and 2014
- *Modern Sunshine: Attending Public Meetings in the Digital Age*, **Vol. 84, No. 4 Florida Bar Journal 28** (April 2010)
- *Florida's Single Subject Requirement: The Crumbling Foundations of a Constitutional Protection*, **5 Stetson Law Journal 45** (w/ Tom Marks) (Spring 1994)

LECTURES/SEMINARS:

- Presenter:** *Constitutional Employment Claims*, Annual Labor & Employment Law Certification Exam Review CLE (January 2015, 2016, 2017, Feb. 2020)
- Presenter:** *Public Sector Retaliation Claims*, 45th Annual Pub. Employment Labor Relations Forum (October 17th 2019)
- Presenter:** *Constitutional Employment Claims*, 37th Ann. Fla. Municipal Attys Assn. Conf. (July 12th 2018)
- Program Co-Chair:** *Advanced Labor Topics 2017* (April 27-28, 2017)
- Presenter:** *Meetings of One & Other Current Sunshine Issues*, 38th Annual Local Government Law in Florida Certification Exam Review (May 8th 2015)
- Presenter:** *Regulating Public Employee Speech*, 40th Annual Public Employment Labor Relations Forum (October 24, 2014)
- Presenter:** *Evidence Issues in Employment Trials*, Litigating Employment Law Claims (October 21st 2011)
- Presenter:** *How to Run Effective Meetings*, St. Pete Council of Neighborhood Assns. (Yearly 2003 - 2014)
- Presenter:** *Quasi-Judicial Procedure*, St. Pete Council of Neighborhood Assns. (Yearly 2011 - 2014)
- Presenter:** *Cable Television Franchising: Trends & Travails*, Fl. Assn. of County Attys. (June 29, 2006)
- Presenter:** *Zoning Laws & Non-Profits*, Florida Coalition for the Homeless 7th Annual Conf. (Oct. 8, 2002)
- Presenter:** *Dealing with Quasi-Judicial Bodies*, Ann. Florida Conf. of Neighborhoods (September 6, 2002)
- Seminar:** *Employment Law for Non-Profits*, Community Law Program of Pinellas (December 5-6, 2001)
- Guest Lecturer:** *Public Employment Law Overview*, Stetson Law School (February 2003 & 04)

MEMBERSHIPS, BOARDS & COMMUNITY/VOLUNTEER ACTIVITIES:

- Graduate:** Leadership Manatee (Class of 2012); Leadership St. Pete (Class of 1998)
- Director:** Suncoast Tiger Bay Club, Inc. (1999-2001) (2008-2011) (**President** 2010)
- Associate Member:** Board of Governors, St. Petersburg Area Chamber of Commerce (2006)
- Guardian ad Litem:** 6th Judicial Circuit GAL Program (2004-05)
- Director:** Leadership St. Pete Alumni Assn, Inc. (1998 to 2008) (**President** 2005/06)
- Member:** Leadership St. Pete Planning Committee (2000 to 2004)
- Director:** Susan G. Komen Breast Cancer Foundation Affiliate, Inc. (99-09) (**President** 02-05)
- Director:** Board of Directors Pinellas Cares, Inc. (1999 to 2002) (**Vice-President** 2002)
- Committeeman:** Pinellas County Republican Executive Committee, Pct. 201 (1998 to 2002)
- Delegate:** St. Petersburg Vision 2020 (long-range municipal planning process) (2001)
- Campaign Manager:** Janet Caramello for Pinellas County School Board Campaign (1998)
- Member:** Florida Communications Service Tax Legislative Workgroup (1999 to 2002)

EXPERIENCE:

Partner, Trask Daigneault, LLP

Clearwater, FL

Serve as senior associate servicing the firm's governmental clients in the areas of labor and employment law, constitutional law, contract and procurement law, administrative law, appellate law, public records/ethics/sunshine law, healthcare law, telecommunications law; litigate in state, federal and administrative tribunals; advise governing bodies, executive team members and advisory boards and commissions. **January 2020 to current**

Associate General Counsel, Florida Gulf Coast University

Estero, FL

Provide in-house counsel in the areas of labor and employment law, public procurement law, administrative law, appellate law, public ethics/records/sunshine law, higher education law, litigate in state, federal and administrative tribunals; advise the university's trustees and administrative team. Substantial regular involvement in negotiating and reviewing complex contracts, bid protest management and RFP process administration. Responsible for development of and training on policies and procedures associated with university operations. **July 2019 to December 2019**

Associate, Trask Daigneault, LLP

Clearwater, FL

Serve the firm's local government clients in the areas of labor and employment law, constitutional law, contract and procurement law, administrative law, appellate law, public records/ethics/sunshine law, healthcare law, telecommunications law; litigate in state, federal and administrative tribunals; advise governing bodies, executive team members and advisory boards and commissions. **November 2017 to July 2019**

Special Magistrate, City of Bradenton Beach

Bradenton Beach, FL

In contracted capacity, preside over quasi-judicial proceedings wherein one or more parties are appealing or disputing land use, zoning or other quasi-judicial decisions made by the municipality. Draft and render final orders appealable to the Circuit Court. **January 2017 to December 2019**

Special Counsel, City of North Port

North Port, FL

Serve as contracted outside special counsel to the City Attorney. Draft ordinances, review, revise and advise on contractual documents. Perform other attorney services as assigned by the City Attorney. **August to October 2017**

Assistant and Chief Assistant County Attorney, Manatee County Attorney's Office

Bradenton, FL

Practice in the areas of labor and employment law, public procurement law, administrative law, appellate law, public records/sunshine law, healthcare law, telecommunications law; litigate in state, federal and administrative tribunals; advise the County Commission, administrative team and boards and commissions. Substantial regular involvement in negotiating and reviewing complex contracts, bid protest management and RFP process administration with additional experience with debarment proceedings. Assist in administering 9 attorney law office. Directly oversee Risk Management Division. Served via interlocal agreement as General Counsel for Sarasota/Manatee MPO. **October 2000 to June 2015** (Assistant), **June 2015 to November 2016** (Chief)

Adjunct Professor, St. Petersburg College

St. Petersburg, FL

Teach course in business law to second year college students. **January 2000 to May 2012**

Hearing Officer, St. Petersburg Community Affairs Department

St. Petersburg, FL (uncompensated appointment)

Conduct quasi-judicial hearings concerning alleged violations of Title VII, Pinellas County and St. Petersburg ordinances concerning employment rights. Enter orders disposing of cases and where appropriate awarding appropriate damages. **April 2001 to 2010**

Assistant City Attorney, City of St. Petersburg, Florida

St. Petersburg, FL

Practice in the areas of Title VII, FMLA, ADA, § 1983, telecommunications/cable law, public records, ethics and sunshine law, constitutional law; litigate claims in state and federal courts; draft ordinances, resolutions and policies; advise City Council, administrators, departments and boards. **Sept. 1994 to Oct. 2000**

Special Master, Pinellas County Value Adjustment Board

Pinellas County, FL (uncompensated)

Selected to hear appeals of property tax assessments made by the Pinellas County Property Appraiser, draft recommended orders for adoption by the VAB. **May 1999 to 2000**

Criminal Appellate Practice,

Lakeland, FL

Work as an independent contractor writing appeals to the 2nd DCA for indigent defendants convicted in Florida's Tenth Circuit upon PD disqualification. **March 1994 to January 1995**

Federal Judicial Law Clerk Intern, Alexander Paskay—Chief Bankruptcy Judge, United States Bankruptcy Court for the Middle District of Florida

Tampa, FL

Wrote orders and memorandum of law on various matters of bankruptcy law and related matters, consulted with the judge, attended proceedings. **January to May 1994**

Research Assistant, Thomas Marks—Professor of Law, Stetson University

St. Petersburg, FL

Researched in the area of Florida constitutional law. **January to May 1994**

Research Assistant, Joryn Jenkins—Professor of Law, Stetson University

St. Petersburg, FL

Performed scholarly research in the areas of debtor/creditor rights, bankruptcy, and limitations of actions in Florida law. **August 1993 to May 1994**

State Judicial Law Clerk, Randall McDonald—Chief Judge, Tenth Judicial Circuit of Florida

Bartow, FL

Wrote orders and legal memorandum on matters ranging from civil procedure to a heavy concentration in felony post-conviction relief matters. **May-August 1993**

Research Assistant, Omar Saleem—Professor of Law, St. Thomas University

Miami, FL

Performed scholarly research in insurance, environmental, and human rights law. Served as the professor's contact with various governmental agencies. **August 1992 to June 1993**

Law Clerk, Talbot & Associates—Attorneys at law

Miami, FL

Researched and drafted memorandum on various civil law issues, aided in drafting motions, pleadings, discovery and other documents. **November 1991 to May 1992**

Last Revised: July 2023

JAY DAIGNEAULT, ESQ., B.C.S.

Board Certified in City, County, and Local Government Law

1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756

Jay@cityattorneys.legal
(727) 735-4496

PRACTICE

Trask Daigneault, L.L.P.

Attorney at Law (Managing Partner)

Clearwater, FL
2005-present

Represent municipal and governmental clients in state and federal trial and appellate courts in a wide range of civil disputes as well as general representation of municipal boards and legislative bodies. City Attorney for the City of Seminole (2015 to present), and Town Attorney for the Town of North Redington Beach (2012 to present). Former City Attorney for City of Tarpon Springs and City of Indian Rocks Beach, and former Town Attorney for the Town of Kenneth City and the Town of Belleair. Practice focuses exclusively on municipal and governmental representation and related litigation, including cases arising under 42 U.S.C. § 1983 concerning police liability, land use and development, zoning, code enforcement, and employment. Representative cases include *Mojito Splash, LLC v. City of Holmes Beach*, 336 So.3d 137 (Fla. 2d DCA 2021); *City of Holmes Beach v. Coral Escapes of Holmes Beach, LLC*, 327 So.3d 361 (Fla. 2d DCA 2021); *Chapman v. Town of Redington Beach*, 282 So.3d 979 (Fla. 2d DCA 2019); *City of Tarpon Springs v. Planes*, 30 So.2d 693 (Fla. 2d DCA 2010); *Bellevue Biltmore v. Town of Belleair and Belleair Code Enforcement Board*, Florida Sixth Judicial Circuit, Appellate Division, Case No. 09-053-AP 88A; *Griswold v. Hillsborough County*, 598 F.3d 1289 (11th Cir. 2010); *Leib v. Hillsborough County Public Transportation Commission*, 558 F.3d 1301 (11th Cir. 2009); *Pace v. Ahler*, 282 Fed. Appx. 769 (11th Cir. 2008); *Schwarz v. City of Treasure Island*, 544 F.3d 1201 (11th Cir. 2008).

ADMISSIONS

- United States Supreme Court
- United States Court of Appeals for the Eleventh Circuit
- United States District Court, Middle District of Florida
- United States District Court, Northern District of Florida
- All state courts of Florida

EDUCATION

Stetson University College of Law

Juris Doctor, May 2006, Cum Laude
Stetson Law Review, Senior Associate

Gulfport, FL

Eckerd College

Bachelor of Arts, History
Clifford F. Griggs Award for Excellence in Pre-Law Studies

St. Petersburg, FL

MEMBERSHIPS

- Florida Municipal Attorneys Association
 - Past President, 2022
 - President, 2021-2022
 - Board of Directors, 2017-present; Treasurer, 2018-2019; President-Elect, 2019-2021
 - Steering Committee, 2012-2017
- Florida Bar Association
 - City, County, & Local Government Law Section
 - Appellate Law Section
- Clearwater Bar Association
 - Government and Administrative Law Chairperson, 2017-2020
- American Bar Association
 - Local Government Law Section / Litigation Section

THOMAS J. TRASK, ESQ., B.C.S.

Trask Daigneault, L.L.P.
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756
Tel.: 727-733-0494, Extension 103
Fax: 727-733-2991
Email: Tom@cityattorneys.legal

EDUCATION

Walter F. George School of Law, Mercer University, Macon, Georgia
Juris Doctor, June, 1987

University of South Florida, Tampa, Florida
Bachelor of Arts, June, 1984

EXPERIENCE

Trask Daigneault, LLP, Clearwater, FL
(Member of the firm since 1988)

Partner

Specializing in local government law and related litigation. Currently Town Attorney for the Town of Belleair and City Attorney for the Cities of Oldsmar, Madeira Beach and Belleair Bluffs. Currently the Special Magistrate for the Town of Belleair Shores. Currently Code Enforcement Board Attorney for the City of Safety Harbor. Currently the Board Attorney for the City of Clearwater's Nuisance Abatement Board.

PROFESSIONAL AFFILIATIONS

Admitted to practice law in Florida, Georgia, the U.S. District Court for the Middle District of Florida and the United States Supreme Court.

Member of:

- The Florida Bar
 - The City, County and Local Government Section of The Florida Bar
- The Georgia Bar
- The Clearwater Bar Association
- The Florida Municipal Attorney Association

Board Certified Specialist by The Florida Bar in City, County and Local Government Law
AV Preeminent® Rated Attorney

Randy D. Mora, Esq.

Rmora003@gmail.com ♦ Clearwater, Florida ♦ Phone: (239) 357-4377

LICENSED JURISDICTIONS

- Florida State Bar - Board Certified in City, County and Local Government Law
- New York State Bar
- U.S. District Court for the Southern and Eastern Districts of New York
- U.S. District Court for the Middle District of Florida
- U.S. Court of Appeal for the Federal Circuit

LANGUAGE SKILLS

- English
- Spanish: Non-native, moderate proficiency

EDUCATION

The George Washington University Law School, Washington, D.C. - Juris Doctor (May 2010)

- Presidential Merit Scholar (full tuition scholarship)
- Moot Court Board, Co-Chair National Security Law Moot Court Competition (2008-2009)
- Hispanic Law Students Association (HLSA), President (2008-2009)

Florida International University, Miami, Florida, *Summa cum laude*

- B.A. in International Relations, Minor in Public Administration, Certificate in Caribbean Studies (2006)

PROFESSIONAL EXPERIENCE

Trask Daigneault LLP

Partner, Clearwater, Florida

Associate, Clearwater, Florida

City Attorney, City of Belleair Beach

City Attorney, City of Indian Rocks Beach

Special Magistrate, Town of Indian Shores

Town Attorney, Town of Kenneth City

- Counsel, advise, and represent municipal clients at city commission meetings, administrative hearings, and quasi-judicial hearings
- Anticipate and mitigate risks and legal issues for municipal clients in a diverse array of legal subjects
- Negotiate, draft, revise, and analyze ordinances, resolutions, and contracts for legislators and administrators
- Defend municipal clients in complex litigation by conducting legal research, drafting pleadings and motions, facilitating settlements where appropriate and presenting oral arguments in court
- Manage administrative aspects of firm, and chair all information technology (IT) issues, including digitization of firm's records, acquisition and implementation of practice management software, and other security needs

January 2019 - Present

January 2014 – December 2018

May 2022- Present

September 2015 - Present

May 2020 - Present

September 2014 – July 2022

Johnson, Pope, Bokor, Ruppel & Burns, LLP

Litigation Associate, Tampa, Florida

July 2012 – December 2013

- Represented clients in complex commercial litigation issues on topics such as intellectual property, construction disputes, *ad valorem* taxes and judgment collection; drafted discovery, pleadings and other legal documents necessary for litigation

Brown Rudnick LLP

Litigation Associate: New York, New York

October 2010 — June 2012

- Managed process of filing and amending complaints, and maintained all records for 300+ independent actions in connection with complex securities litigation emanating from Bernard L. Madoff Ponzi Scheme
- Researched and drafted legal memoranda on complex issues of jurisdiction pertaining to motion to dismiss briefing

COMMUNITY INVOLVEMENT

- Leadership Florida: Connect Class X (2019 - Present)
- Clearwater Bar Association, Member (2014 – Present)
- Morton Plant Foundation, Skip Cline Society for Young Professionals (2016 to Present)
- Leadership Pinellas, Member (Class of 2013 - 2014)

PRESENTATIONS AND SPEAKING ENGAGEMENTS

- Florida League of Cities University & Regional League Chapters
 - (2015 to Present) - Lecturer on Ethics, Public Records, Open Government & Technology
- Florida League of Cities' Annual Conference
 - (2022-24) – Mandatory Four-Hour Ethics, Public Records, and Open Meetings Presentation
 - (2024) – Homelessness in Public Areas: Practical Approaches to HB 1365
 - (2023) – Respectful Public Service: Identifying Challenges, Solutions & Best Practices
 - (2022) – Training: HB 7 and Ways to Continue DEI Conversations
 - (2021) – Social Media: Reaching Your Residents, Staying in Bounds
- Florida League of Cities' Institute for Elected Municipal Officials
 - (2022 - Present) – Parliamentary Procedures & the Role of City Attorneys
 - (2015 - 2022) - Basics in Public Records, Open Meetings, and Ethics
- Florida City and County Management Association
 - (2024) – Unauthorized Public Camping and Public Sleeping: Implementation and Best Practices
- Florida Municipal Insurance Trust
 - (May 2023) – Insurance Basics for Municipalities in Florida
 - (March 2022) – Cybersecurity: Impacts, Takeaways, & Remediation Strategies
 - (Feb. 2019) – ADA and Public Meeting Livestreaming
- Florida Municipal Attorneys Association
 - (July 2022) – Pedestrian Safety, Solicitation and Proliferation of Micro-Mobility Devices
 - (July 2019) – Americans with Disabilities Act (ADA) & Website Compliance
- City of New Smyrna Beach
 - (Sept. 2023) – Team Based Solutions & Service for Public Officials
- Sarasota Housing Authority
 - (Aug 2023) - Best Practices in Public Meetings & Parliamentary Procedure
- University of South Fla. Fla. Institute of Government
 - (May 2023/2024) – Florida Association of Code Enforcement – Fundamental Legal Principles
- Volusia County Board of County Commissioners
 - (Jan. 2023) – Best Practices in Public Meetings & Parliamentary Procedure
 - (Nov. 2021) - Best Practices in Public Meetings & Parliamentary Procedure
- Volusia League of Cities & Tri-County League of Cities
 - (2022-Present) - Mandatory Four-Hour Ethics, Public Records, and Open Meetings Presentation
- City of Belle Isle
 - (Oct. 2022) – Best Practices in Public Meetings & Parliamentary Procedure
- Clearwater & St. Petersburg Bar Association
 - (Jan. 2021) – Florida Public Records Law, Social Media, & Emerging Technologies
 - (Jan. 2019) – Legal History and Issues For ADA and Website Accessibility
- Pinellas County
 - (Sept. 2019) – Legal History and Issues For ADA and Website Accessibility

NANCY S. MEYER, ESQ.

1001 S. Fort Harrison Ave., Ste. 201, Clearwater, FL 33756

(727) 733-0494 • Email: *Nancy @cityattorneys.legal*

LEGAL BACKGROUND

Trask Daigneault, LLP (2020) / Clearwater, Florida

Practice Areas: Representation of municipal clients in general representation and civil litigation matters.

Pinellas County Attorney's Office (2013 to 2020) / Clearwater, Florida

Senior Assistant County Attorney

Practice Areas: Responsible for representation of Pinellas County in civil litigation matters in trial and appellate courts, defense of workers' compensation claims for Pinellas County and the Pinellas County Sheriff's Office

Abbey, Adams, Byelick and Mueller, LLP (2002 to 2011) / St. Petersburg, Florida

Senior Associate Attorney

Practice Areas: Workers' compensation defense for clients of private law firm

Office of the State Attorney, Sixth Judicial Circuit (1998 to 2002) / Clearwater, Florida

Assistant State Attorney

Practice Areas: Prosecution of felony and misdemeanor cases (responsible for all aspects of litigation from investigation through jury trial)

St. Petersburg College (2010 to 2012) / Clearwater/Pinellas Park/St. Petersburg, Florida

Adjunct Professor (Civil Litigation, Business Law, Bankruptcy)

PROFESSIONAL

-Member of the Pinellas County Trial Lawyers Association (2023 – current)

-Clearwater Bar Foundation, Secretary (2023-current)

-Member of Florida Bar Grievance Committee for the Sixth Judicial Circuit Group 6B (2017-2019)

-Member of the Clearwater Bar Association (Co-chair of Professionalism Seminar Committee 2014)

-Member of the St. Petersburg Bar Association (Professionalism Award Committee 2010)

-Barney Masterson Inn of Court (2014-2016 Group Presentation Leader)

-Leadership Pinellas (Class of 2016)

-Leadership Pinellas, Board of Directors (2024 – 2027)

EDUCATION

Stetson University, College of Law (Juris Doctorate)

-Moot Court Board, Teaching Fellow, Research Assistant

University of South Florida (B.A. Finance)

-Teaching Fellow

BAR ADMISSIONS

-Florida Bar

-U.S. District Court, Middle District, Florida

-U.S. District Court, Northern District, Florida

- United States Court of Appeals for the Eleventh Circuit

MEGAN R. HAMISEVICZ, ESQ.
1001 South Fort Harrison Avenue, Suite 201, Clearwater, FL 33756
Tel: 727.275.1989 • Email: Megan@cityattorneys.legal

EDUCATION

New England Law | Boston

Boston, Massachusetts

Juris Doctor

May 2015

Honors: Justice Sandra Day O'Connor Full-Tuition Merit Scholarship, 2011–2015
Dean's List, 2011–2015

Marist College

Poughkeepsie, New York

Paralegal Certificate

February 2010

Honors: Dean's List, 2009–2010

The University of Tampa

Tampa, Florida

Bachelor of Science in Criminology

May 2008

Honors: Presidential Scholarship, 2004–2008
Honors Program, 2004–2008
Dean's List, 2004–2008

PROFESSIONAL LICENSES

- Member in Good Standing of The Florida Bar since 2020

LEGAL EXPERIENCE

Trask Daigneault LLP

Clearwater, Florida

Associate

March 2022 – Present

Real Estate Paralegal

July 2018 – March 2022

- Conducts residential and commercial real estate closings and serves as escrow officer, which includes the receipt and disbursement of funds
- Prepares closing documents for residential and commercial real estate transactions, including settlement statements, deeds and affidavits
- Examines and clears requirements on title commitments and resolves title defects prior to closing
- Maintains a working knowledge of all current title laws, procedures and compliance as related to real estate transactions
- Prepares Wills, Trusts, Durable Power of Attorneys, Health Care Proxies, and other estate-planning documentation
- Handles representation of Personal Representatives and Trustees from opening to closing of probate estates and trusts

Ligris & Associates, P.C.

Boston, Massachusetts

Commercial Real Estate Attorney

May 2015 – July 2018

Real Estate Paralegal

August 2011 – May 2015

- Drafted documents for commercial real estate transactions, including the preparation and negotiation of purchase and sale agreements, loan documents, commercial leases, easements and similar real property agreements
- Represented lenders in complex commercial loans, asset-based loans, business lines of credit, and real estate, construction and SBA loans
- Reviewed title work to determine ownership, encumbrances and any title defects

The Law Offices of Saffioti & Anderson

Newburgh, New York

Real Estate Paralegal

September 2008 – August 2011

LETTER OF INTEREST FOR
INTERIM CITY ATTORNEY SERVICES
FOR
CITY OF ST. PETE BEACH, FLORIDA

BY



Lead Attorneys: Ralf Brookes, Esq.[†]
Wade C. Vose, Esq.^{†‡}
Gretchen R. H. "Becky" Vose, Esq.[‡]
Nancy Ann M. Stuparich

[†] Ralf Brookes and Wade Vose –
Board Certified in City, County
and Local Government Law

Addresses: 324 W. Morse Blvd.
Winter Park, Florida 32789
and
6063 Timberwood Cir. #301
Fort Myers, FL 33908



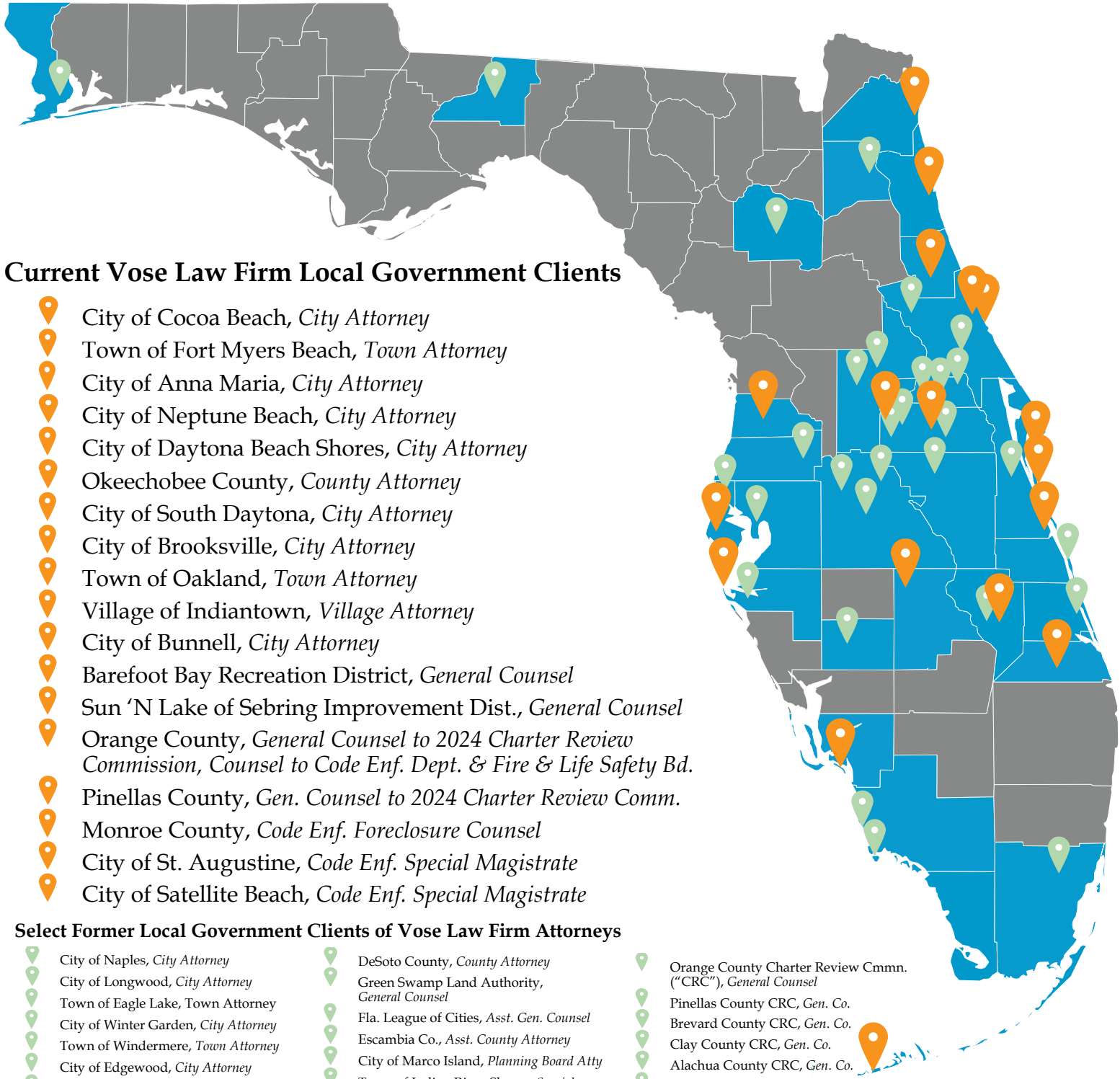
Contact Info: Wade C. Vose, Esq.^{†‡}
321-299-2289
wvose@voselaw.com

[‡] Wade Vose and Becky Vose –
Rated AV Preeminent by Martindale-Hubbell

Due Date: September 18, 2024, 4:30 P.M.



Current & Former Local Government Clients



Current Vose Law Firm Local Government Clients

- City of Cocoa Beach, *City Attorney*
- Town of Fort Myers Beach, *Town Attorney*
- City of Anna Maria, *City Attorney*
- City of Neptune Beach, *City Attorney*
- City of Daytona Beach Shores, *City Attorney*
- Okeechobee County, *County Attorney*
- City of South Daytona, *City Attorney*
- City of Brooksville, *City Attorney*
- Town of Oakland, *Town Attorney*
- Village of Indiantown, *Village Attorney*
- City of Bunnell, *City Attorney*
- Barefoot Bay Recreation District, *General Counsel*
- Sun 'N Lake of Sebring Improvement Dist., *General Counsel*
- Orange County, *General Counsel to 2024 Charter Review Commission, Counsel to Code Enf. Dept. & Fire & Life Safety Bd.*
- Pinellas County, *Gen. Counsel to 2024 Charter Review Comm.*
- Monroe County, *Code Enf. Foreclosure Counsel*
- City of St. Augustine, *Code Enf. Special Magistrate*
- City of Satellite Beach, *Code Enf. Special Magistrate*

Select Former Local Government Clients of Vose Law Firm Attorneys

- | | | |
|---|--|--|
| City of Naples, <i>City Attorney</i> | DeSoto County, <i>County Attorney</i> | Orange County Charter Review Cmmn. ("CRC"), <i>General Counsel</i> |
| City of Longwood, <i>City Attorney</i> | Green Swamp Land Authority, <i>General Counsel</i> | Pinellas County CRC, <i>Gen. Co.</i> |
| Town of Eagle Lake, <i>Town Attorney</i> | Fla. League of Cities, <i>Asst. Gen. Counsel</i> | Brevard County CRC, <i>Gen. Co.</i> |
| City of Winter Garden, <i>City Attorney</i> | Escambia Co., <i>Asst. County Attorney</i> | Clay County CRC, <i>Gen. Co.</i> |
| Town of Windermere, <i>Town Attorney</i> | City of Marco Island, <i>Planning Board Atty</i> | Alachua County CRC, <i>Gen. Co.</i> |
| City of Edgewood, <i>City Attorney</i> | Town of Indian River Shores, <i>Special Land Use Counsel</i> | N. Lake County Hospital Board of Trustees, <i>General Counsel</i> |
| City of St. Cloud, <i>City Attorney</i> | City of Miami Lakes, <i>Asst. City Attorney</i> | City of Bradenton, <i>Charter Review Counsel</i> |
| Town of Pierson, <i>Town Attorney</i> | Lake County, <i>Land Use Special Magistrate</i> | Lake County, <i>VAB Magistrate</i> |
| City of Deltona, <i>City Attorney</i> | Sem. Co. Tax Coll., <i>Outside Counsel</i> | Hillsborough Co., <i>VAB Magistrate</i> |
| City of Dade City, <i>City Attorney</i> | City of Ft. Pierce, <i>Special Invest. Counsel</i> | |
| Sem. Co. Supv. of Elect., <i>Gen. Counsel</i> | | |

Proposal for Interim City Attorney Services
City of St. Pete Beach, Florida

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September 18, 2024

City Commission, City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33712

Re: Letter of Interest for Interim City Attorney Services for the City of St. Pete Beach, Florida

Dear Mayor Petrila, Vice Mayor Moholland, and Commissioners Marriott, Robinson, and Rzewnicki:

It is with pleasure that Vose Law Firm LLP submits this letter of interest to provide Interim City Attorney Services for the City of St. Pete Beach, Florida.

The Vose Law Firm is a statewide local government law firm with offices in Winter Park, Fort Myers, and Cocoa Beach. **We have particular expertise in representing coastal municipalities, and our attorneys are currently the city/town attorneys for Cocoa Beach, Fort Myers Beach, Daytona Beach Shores, Anna Maria, Neptune Beach, South Daytona, and Yankeetown, and one of the City Attorneys for Naples.** We are also currently the city attorney for the cities of Brooksville and Bunnell, Village Attorney for the Village of Indiantown (Florida's newest municipality), Town Attorney for the Town of Oakland, and County Attorney for Okeechobee County. We also provide significant legal services to Monroe County (the "Florida Keys"), Pinellas County, and Orange County.

We propose that Vose Law Firm LLP would be named the City Attorney of St. Pete Beach, with **Ralf Brooks, Wade Vose, Becky Vose, and Nancy Stuparich**, as the lead attorneys for St. Pete Beach. These lead attorneys are the most experienced of all the attorneys of our firm and they each have extensive experience representing coastal communities. All four of these lead attorneys dramatically exceed the requirements set forth in the request for letters of interest, and they collectively have over 130 years of experience representing local governments. Our attorneys have provided legal counsel to over one hundred (100) Florida local governmental entities, including holding the position and serving as City Attorney, Town Attorney, Village Attorney, County Attorney, and General Counsel for over thirty (30) different Florida local governments. Our firm is rated AV Preeminent by Martindale-Hubbell, and our firm has been listed in the Bar Register of Preeminent Lawyers. Our firm's other expert local government attorneys would always be available to provide legal services as needed for the City of St. Pete Beach.

I. Expertise representing coastal municipalities

The attorneys of our firm have extensive expertise in the representation of coastal municipalities as a result of our history of representing 11 “coastal cities” as city/town attorney for the cities/towns of Anna Maria, Fort Myers Beach, Naples, Cocoa Beach, Daytona Beach Shores, South Daytona, Neptune Beach, Bradenton Beach, St. Pete Beach, Madeira Beach, and Yankeetown.

Representing coastal communities takes particular expertise – We have it!

Due to our vast experience representing municipalities throughout the state, we recognize that representing coastal communities is “different” from representing truly inland communities. We represent both – but our first love is for our coastal communities. The expertise needed to properly represent a coastal municipality is different from, and much broader than that necessary to represent an inland community. A truly excellent municipal attorney representing a coastal community must understand the “different” issues that arise in such areas. Examples of our experience representing our coastal cities follow:

Comprehensive Plan and zoning changes – different for coastal communities – we know!

The Vose Law Firm has been the City Attorney of Cocoa Beach since 2017. Since that time that city has gone through two major comprehensive plan (and charter) re-writes that involved extensive public hearings, public input and even charter amendment referenda to ensure that the changes to the comprehensive plan were in line with the will of the residents of that coastal and tourism-based community. Central to the changes to the comprehensive plan were the major considerations of height, density, and intensity, as well as the extremely important coastal-specific issues related to flood control, lagoon protection, hurricane preparedness, infrastructure issues, docks, lagoon access, parking, traffic, beach management, vacation rentals, evacuation plans, and a plethora of other issues particular to a city located in a tourism intense barrier island. Having an attorney fully aware and attuned to coastal-specific issues will be vital for the successful completion of major comprehensive plan changes by a city like St. Pete Beach.

In addition, our firm is the first and only Village Attorney for the Village of Indiantown – Florida’s newest municipality. Shortly after the Village of Indiantown was incorporated at the end of 2017, our firm was hired as its first Village Attorney. Our Managing Partner, Wade Vose, who is Board Certified by the Florida Bar in City, County & Local Government Law, has served as Indiantown’s Village Attorney since that time. Because Indiantown was newly formed, it needed to develop and adopt its own comprehensive plan, as well as its own land development regulations. Wade Vose was instrumental in making all that “happen”. He likes to say that they “built the plane while they were flying it!”

It is our understanding that there is a desire to make changes to the important land development documents of the City of St. Pete Beach. We would love to work with your City to accomplish *your* goals as to these vital issues. In addition to the other extremely competent attorneys of our firm experienced in coastal city planning issues, Nancy Stuparich, who is currently the Town Attorney of Fort Myers Beach and former City Attorney of Naples, is both a lawyer (with a J.D. from University of Florida), and a planner (with a Masters Degree in Planning from Florida State).

Pinellas County knowledge and connections – we have them!

Wade Vose, Managing Partner of the Vose Law Firm, served two consecutive terms as the General Counsel for the Pinellas County Charter Review Commission in 2015-2016 and again in 2023-2024. As a result, Wade is extremely familiar with both the Pinellas County Charter and its dynamics relating to cities in the County (which are unique and could be daunting if not fully understood), as well as the personnel and officials in Pinellas County Government. Wade can be extremely helpful to the City of St. Pete Beach due to his extensive knowledge of Pinella County government as well as his connections with officials in that government.

Moratorium (“pause in development”) – we have successfully done it for our clients!

When major changes are being considered for either a comprehensive plan or a zoning code, it is typically prudent for a city to adopt an appropriately limited moratorium on development likely to be impacted by the contemplated changes. This practice is legally appropriate when done correctly and can protect a city from a flurry of development applications filed to “get in under the wire” before new regulations are enacted. Our firm has extensive experience in successfully guiding cities through the moratorium process, particularly in Anna Maria, Oakland and Brooksville. Our firm would be honored to assist St. Pete Beach through this important process.

Customary Use – preserving the beach for the public – we did it for Cocoa Beach!

The Vose Law Firm was the City Attorney for Cocoa Beach in 2018 when HB 631 threatened to restrict public access to that city’s 6-mile stretch of beloved and beautiful Atlantic Ocean beach. Becky Vose and Wade Vose hit the ground running and shepherded that city through the process of historical research and putting together material for public hearings to adopt that city’s Customary Use Ordinance before the statutory deadline. We are familiar with the outcome of the Redington Beach litigation and are awaiting news of further developments in the case. If the City of St. Pete Beach wished to pursue “customary use”, we would be pleased to assist the city in that effort.

Experience dealing with the “alphabet” agencies and concepts – we have it!

We have significant experience dealing with Coastal Construction Control Line (CCCL) and Erosion Control Line (ECL) issues in our coastal cities. A city attorney representing a coastal municipality must have a good working knowledge of both CCCL and ECL issues (including Customary Use issues), to appropriately serve the municipality, particularly in a time when significant construction is taking place, and decisions must be made as to appropriate approvals.

FEMA compliance issues can truly be a trap for the unwary and a municipal attorney must be ready, willing, and able to address the plethora of FEMA issues that can arise in a coastal municipality. Those issues are vital, because if there are mistakes made as to FEMA floodplain compliance, flood insurance rates (which are almost always required in a coastal area for financing), can skyrocket because of mistakes. In addition, it is important that a municipal attorney be able to assist his/her government in the work needed to receive the maximum amount of FEMA reimbursements available. We have extensive expertise in this area of the law, most recently in the Town of Fort Myers Beach, which is currently recovering from a devastating hit by Hurricane Ian.

When a municipality is attempting to receive necessary permits and coastal permitting through the Florida Department of Environment Protection (FDEP), the Army Corps of Engineers (USACE), the Florida Fish and Wildlife Conservation Commission (FWC), the South Florida Water Management District (SFWMD), and the other “alphabet” agencies, it is vitally important that the municipal attorney have experience doing that work. We do!

Vacation Rentals / Bert Harris Claims – we have the experience!

Our firm was hired by the City of Anna Maria in 2015 to be City Attorney and take on the dilemma involved with Vacation Rentals that were essentially taking over the city. We drafted one of the very first Vacation Rental Ordinances in the State of Florida, and it has been copied by municipalities all over the state. We also defended the City of Anna Maria in three different court challenges to the newly enacted Vacation Rental Ordinance and won each of the challenges.

Subsequently, our firm defended Anna Maria as to 115 Bert Harris Claim challenges to the restrictions of the Vacation Rental Ordinance. We were able to settle every one of those claims without the City of Anna Maria having to pay any damages to any claimant.

We also drafted the first Vacation Rental Ordinance in Cocoa Beach and recently drafted a new noise ordinance dealing with Vacation Rentals. In addition, we recently successfully defended the City of Naples as to its pre-2011 prohibitions of Vacation Rentals in certain zoning districts.

Experience representing cities recovering from hurricanes – we have done it!

The attorneys of our firm also have extensive experience representing municipalities recovering from the devastation of hurricanes. Our firm is the Town Attorney for Fort Myers Beach, which was almost obliterated by Hurricane Ian. Becky Vose and Nancy Stuparich are continuing to guide Fort Myers Beach through its extremely difficult recovery efforts. As City Attorney for Naples, both Nancy Stuparich and Ralf Brookes assisted that City in its recovery efforts from Hurricane Ian.

We are also the City Attorney for Daytona Beach Shores which was the municipality most severely impacted on the East Coast of Florida by both Hurricanes Ian and Nicole, with severe damage to 93 buildings and 24 high rise hotels and condominiums. Becky Vose has worked with the staff and City Commission of Daytona Beach Shores to implement innovative procedures and processes for the city to work hand in hand with residents and stakeholders in recovery efforts. She has also navigated the difficult funding issues resulting from the damage to that city, and the rebuilding efforts necessitated by the storms.

When Hurricane Irma effectively destroyed the Historic Anna Maria Pier in 2017, (as well as doing significant damage to the entire barrier island city), Becky Vose worked with the Mayor and City Commission of Anna Maria to navigate the difficult process of funding and permitting the reconstruction of the pier which involved working with the Army Corp of Engineers, the FDEP and other regulatory agencies. FEMA issues as to reconstruction, repairs, compliance, and efforts to keep flood insurance rates down, have been a continuing theme in Anna Maria since 2015 when our firm took over as City Attorney, and Becky Vose has been able to navigate the complex issues involved to assist that city towards recovery. The pier is currently “better than ever” with the grand opening of the Mote Marine Science Education and Outreach Center on the Historic Anna Maria Pier recently celebrated.

Workforce housing – we understand it!

The need for more workforce housing is a recurring theme in coastal communities due to the typically high costs associated with housing in coastal locations and the extensive need for service workers in tourist-oriented locations. Our firm has worked with the cities of Fort Myers Beach, Anna Maria, Naples and Cocoa Beach to fill that need. Such efforts (as well as numerous other development issues) are influenced by the recently enacted legislation – the “Live Local Act” – SB 102. Our firm keeps up with the newest trends in this regard and will work with St. Pete Beach in any efforts it may want to make in this regard.

Other coastal legal issues – We have the experience!

We have also extensively worked with our coastal municipalities as to a panoply of additional coastal legal issues such as beach restoration and renourishment, dealing with issues as to coastal resilience, sea level rise, innovative drainage plans, rain garden easement issues, dock and water access issues, and dune protection. Our depth of field and practical experience representing coastal communities is unparalleled in the State of Florida and would be a great asset to the City of St. Pete Beach. We sincerely hope you will choose our firm as your Interim City Attorney.

II. Representing governmental entities is what we do!

Our firm has deep roots in local government law. Our founder, Becky Vose, began her career as an Assistant City Attorney for Orlando in 1973 after she graduated number 1 in her law school class at the University of Florida, and has continued consistently representing local governments through the present day. Our firm (having morphed through several iterations of firm names) actually began in 1985. From those five decades of experience, we've learned that issues that affect one of our local government clients frequently affect many of them. Our attorneys work in a collegial fashion in which we consistently share best practices and innovate ways to best serve our local government clients. Our firm specializes in Local Government Law, and we only represent governmental agencies.

There will never be a conflict when our firm represents your City!

Local government representation is not a sideline or afterthought for our firm, and our local government clients are the complete focus of our firm. Our firm does not represent developers, vendors, or other commercial interests that might create a conflict with our local government representation. We are strictly a law firm that represents local governments. Importantly, the attorneys of our firm are essentially immune from pressure that might come to bear upon attorneys and firms with mixed or less focused practices.

Fixed fee billing – including litigation!

Our firm typically serves its governmental clients on a fixed fee, all-inclusive basis – including most litigation. To our knowledge, we are the only local government firm that includes most litigation in its fixed fees. In that way, the interests of our firm are *always* aligned with our client's interests. Unlike some firms that essentially "make their money when their clients get in trouble", we have a financial incentive to keep our clients "out of trouble." But when litigation occurs or is proactively needed, we immediately step in, take aggressive actions that resolve our client's problems in a quick and favorable manner. We don't draw out cases or take unnecessary depositions to run up a bill; rather,

we determine the best outcome for our clients and take definitive and proactive actions to resolve litigation quickly and in our clients' best interests.

Due to our offered unique billing arrangement of flat fee billing, there will never be any hesitancy on the part of elected officials or staff to contact our attorneys as to each and every matter in which there may be a legal issue involved. Many municipalities with attorneys who charge an hourly rate can suffer "sticker shock" when unexpected litigation occurs and legal fees get extremely high. Our flat fee structure protects our governmental clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be extremely helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a city with a flat fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a "leg-up" in the negotiations.

We provide COMPLETE legal services to our clients!

The attorneys of our firm provide *complete* legal services to each of our governmental clients. Our expert local government lawyers handle simple and complex litigation of all sorts, transactional matters including, but not limited to all manner of conveyances, leases, easements, road vacations, title insurance, and closings, comprehensive representation as to development matters, zoning, comprehensive plans, platting, development agreements, ordinances and resolutions, labor and employment, TRIM compliance, eminent domain, code enforcement, CRA representation, historic preservation, vacation rental regulation, environmental law issues, general aviation airport legal issues, public works issues, contract drafting and review – the list goes on and on.

In fact, **included with this proposal under "Specific Municipal and other Local Government Experience by Topic" is a 15 page single spaced listing of examples of some of the legal services we have provided our governmental clients over the years.** With approximately 125 cumulative years of our attorneys representing local governments, there is little, if anything, we have not handled.

24/7/365 Availability

Our attorneys are available 24/7/365. If one or more of our attorneys are ill or on vacation, the other equally qualified attorneys of our firm are ready, willing, and able to step up and provide legal services as needed. Utilizing our firm as City Attorney is truly the equivalent of an in-house multi-attorney legal department with paralegal support, without the expenses that would otherwise be associated with such a legal department.

We have the depth of field to handle all your legal work

We have learned in our extensive experience representing governmental entities that the need for legal services does not always happen in a predictable, uniform pace for our clients. There are times when the legal needs of an individual client are intense and multitudinous, and at those times, we have the depth of field and resources to assign multiple attorneys to one client at the same time to address and resolve all the pending issues. You can rest assured that our firm is ready, willing and able to assign the appropriate attorneys to address all the issues of the City of St. Pete Beach in a successful and timely manner.

Introducing the team of lawyers who will primarily represent St. Pete Beach!

Ralf Brookes is Of Counsel to the Vose Law Firm and has approximately thirty-five (35) years of experience representing local governments in Florida. Ralf is Board Certified by the Florida Bar in City County and Local Government Law and is currently one of the City Attorneys of Naples and has served as City Attorney for the cities of Madeira Beach, St. Pete Beach, and Bradenton Beach and Town Attorney for Yankeetown. He also has served as an Assistant County Attorney for Sarasota County and was Land Use Litigation Counsel for Monroe County (the “Florida Keys”).

Wade Vose is the managing partner of the Vose Law Firm and has continuously practiced local government law for the last 21 years. Wade is Board Certified by the Florida Bar in City, County and Local Government Law, and is rated AV Preeminent by Martindale-Hubbell. Wade serves as City Attorney for the City of South Daytona, Co-City Attorney for the City of Cocoa Beach, Village Attorney for the Village of Indiantown (Florida’s newest municipality), Special Magistrate for the City of Satellite Beach, General Counsel to the 2024 Orange County Charter Review Commission, and General Counsel to the 2024 Pinellas County Charter Review Commission. Throughout his career, Wade has also served as City Attorney for the City of Bunnell, Town Attorney for the Town of Pierson, Chief Assistant City Attorney for the City of Deltona, General Counsel to the Seminole County Tax Collector, General Counsel to the Seminole County Supervisor of Elections, and General Counsel to a total of eight (8) County Charter Review Commissions in five (5) different charter counties, in addition to a range of other specialized representation statewide.

Founding Partner Becky Vose has continuously practiced local government law for the last 50 years, after graduating number one from her law school class at the University of Florida Law School. Becky is rated AV Preeminent by Martindale-Hubbell. Throughout her career, Becky has served as City Attorney for the cities/towns of Cocoa Beach, Daytona Beach Shores, Fort Myers Beach, Anna Maria, Brooksville, Oakland, Naples, Deltona, Winter Garden, Longwood, Windermere, Eagle Lake, St. Cloud, and Edgewood.

Nancy Stuparich has been practicing law for 37 years and is the current City Attorney of Fort Myers Beach. Nancy formerly served as City Attorney of Naples, City Attorney of Dade City, County Attorney of DeSoto County, Assistant County Attorney of Escambia County, and Assistant General Counsel to the Florida League of Cities. Nancy is both a lawyer and a Planner with a Masters Degree in Planning from Florida State University. She is also Certified as a Labor Relations Professional by the Florida Public Employers Labor Association, and she is Designated a FRA-Redevelopment Professional by the Florida Redevelopment Association.

Our philosophy of local government representation

Our firm is highly proactive in minimizing our governmental clients' legal exposure. In addition, the attorneys of our firm have the highest degree of professionalism and ethics, and we always work closely with elected officials and staff in recognizing and solving problems. Not only is minimizing our clients' legal exposure best for our municipal clients, but it is absolutely necessary from our firm's standpoint since **our firm typically represents its municipalities on a fixed fee all-inclusive basis, including litigation.**

The attorneys of our firm understand that a municipality that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the municipality while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm's belief that our best interests are inexorably tied to the best interests of our clients. **If our clients benefit, so do we!**

Means and methods of litigation

Our firm uses completely different means and methods of representing our clients in litigation than are typical with firms that charge by the hour.¹ Instead of the typical practice of law firms filing repetitive motions, memoranda of law, unproductive discovery, and having repeated hearings, all resulting in high hourly billings,² our firm takes a different tack in litigation. When faced with litigation, we first analyze the case fully, do the appropriate legal research and determine a strategy that will result in an early "kill shot" that dispenses with the litigation, or, if that is not feasible, we devise a strategy leading to a quick and successful trial.

¹ It should be noted that Becky Vose of our firm was an equity partner of the large Miami-based law firm of Shutts & Bowen for 10 years, and Nancy Stuparich was formerly an attorney with the Weiss Serota law firm, so we are very familiar with typical litigation practices when legal work is billed by the hour.

² When these strategies are used by both sides in litigation, with both sides billing hourly for their work, it is sometimes referred to by attorneys as "doing the dance".

Occasionally our local governmental clients decide that instituting litigation is important for their interests, and our litigation strategies also greatly benefit our clients in those situations. Rather than “litigating a case to death” as is so often the case when litigation is billed by the hour, **our attorneys devise an effective and quick strategy to obtain our client’s desired results in the most expeditious manner possible.** This not only achieves our client’s goals quickly, but also minimizes the distraction and time consuming work often imposed upon other city staff and elected officials during the pendency of litigation.

Examples of our successful litigation strategy

An example of our firm’s litigation strategy that greatly benefitted a former local government client of the Vose Law Firm was demonstrated in the *Manji v. City of Deltona* case. When the Vose Law Firm became the city attorney of Deltona, (a city with a population of over 87,000), the firm inherited numerous lawsuits. One of those cases was the *Manji* case, which was an inverse condemnation action in which there was a multimillion dollar claim of damages against the city. The case had been pending for seven years, and five different attorneys had worked on it for the city. Sadly, there had been little substantive progress on the case during that time, even though hundreds of thousands of dollars had been paid to the city’s attorneys for the litigation. The files for the case filled 14 banker’s boxes containing massive amounts of court filings, research paperwork, notes, deposition transcripts, and discovery materials.

After thoroughly reviewing the case, doing the appropriate legal research, and talking with the City Manager, the Vose Law Firm recommended noticing the case for trial, and at the same time making an offer of judgment of \$50,000. This was approved by the City Commission. The offer of judgment was declined by the plaintiffs and Becky Vose tried the case two months later in a two-day bench trial. The city won the case, and the court found that the city had no liability whatsoever. The Vose Law Firm then filed a motion to assess fees and costs against the plaintiffs based on the offer of judgment, and at mediation of that motion, **the plaintiffs agreed to pay the City of Deltona \$100,000.** Soon after this successful result, virtually all the other cases that had been languishing under previous Deltona city attorneys were quickly and advantageously resolved by the Vose Law Firm through negotiation and mediations. It should be noted that although the City of Deltona had been for many years a virtual “punching bag” for litigation, once the word went out in the legal community that the city’s attorney would not “do the dance”, future litigation essentially went away.

It is our sincere belief that our firm’s means and methods of litigation, which result in excellent results in a short time frame, are in the best interests of our local government clients. **Our litigation strategies and our fixed fee billing, including litigation, would benefit the City of St. Pete Beach greatly.**

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned in the next paragraph), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter.

Pre-approved out of pocket costs, (such as court filing fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier. There would be no separately billed copying charges.

Budgetary predictability – unlimited access to best local government legal talent available

Our flat fee arrangement would give budgetary predictability as to the City Attorney expenses of the City, including most litigation, while providing unlimited access to the best local government legal talent available in the state.

Hiring our firm on a flat fee is truly the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the municipality. Those are the times when legal expenses can get out of hand if the municipality is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation fees each month to ensure budgetary predictability and prevent the frightening experience of out-of-control legal costs. **This arrangement would take the fear of litigation costs out of the equation when third parties threaten litigation if the City does not meet the demands of that third party.**

The attorneys of our firm will truly become a part of the City of St. Pete Beach.

The attorneys of the Vose Law Firm have realized over the years that a flat fee arrangement results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by government staff. The end result in having the municipality’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm wish to truly be a part of the City of St. Pete Beach and work diligently to keep the City out of trouble and ensure the smooth running of the Town without unnecessary litigation or problems.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, desire, commitment, and passion to provide prompt, high quality legal services to the City of St. Pete Beach as its City Attorney at an affordable price. We would be honored and thrilled to provide Interim City Attorney services for

the City of St. Pete Beach, and the attorneys of the Vose Law Firm are ready, willing and able to immediately take over the representation of the City. We are pleased to confirm that our lead attorneys will be available for City meetings as described in the solicitation for letters of interest.

At any time, the full resources of the Vose Law Firm would be available to the City of St. Pete Beach for one reasonable, flat monthly payment. That includes the active involvement and representation by nine (9) highly experienced and competent local government, land development, and litigation attorneys of the firm, including two attorneys (both lead attorneys in the proposal) who are both Board Certified by the Florida Bar in City, County, and Local Government Law. The depth of field and legal expertise as to local government, land use, and litigation representation will be the best available in Florida.

Because of our extensive local government, and coastal land use experience, we believe that we would be an ideal law firm to represent the City of St. Pete Beach as its Interim City Attorney. Our preferred "all inclusive" fee arrangement "including litigation", would result in budgetary predictability as to legal services, as well as unlimited access to nine (9) expert local government lawyers.

We are used to taking over the legal representation of a municipality upon a moment's notice, without the municipality or the firm missing a beat. We assure you that if chosen, we will perform the City of St. Pete Beach's legal work in a timely and professional manner, and you will be exceptionally satisfied with our legal services.

The point of contact for this proposal is Wade Vose, available by cell phone at 321-299-2289, and by email at wvose@voselaw.com. Thank you in advance for your review and consideration of our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wade C. Vose", followed by a period.

Wade C. Vose, Esq.
Managing Partner

SECTION 2

EXPERIENCE OF VOSE LAW FIRM ATTORNEYS

RALF BROOKES

Of Counsel, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
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EDUCATION AND BAR DATA

Legal	University of Florida College of Law Gainesville, FL , Juris Doctorate (J.D.), 1988 Jessup's Cup Moot Court Team UF Law Center for Governmental Responsibility Fellowship
Undergraduate	University of Miami, Coral Gables, FL Bachelor of Science Degree, Marine Sciences & Geology (B.S. 1985)
Admitted/Member	Florida Bar – Admitted and Member in Good Standing since 1988 – Bar No. 778362 U.S. District Court, Southern District of Florida U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida Admin. Law Section – Florida Bar – Executive Council, 1991-1999 City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar, Executive Council, 1993-2001 Florida Municipal Attorney's Association Member
Certification	Board Certified in City, County and Local Government Law
Speaker/Presenter	Florida Municipal Attorney's Association • Noise Ordinances The Florida Chamber of Commerce • Growth Management Short Course • Environmental Permitting Short Course The Florida Bar, Continuing Legal Education (CLE) Programs • City, County and Local Government Section of the Florida Bar • Environmental and Land Use Law Section of the Florida Bar • Administrative Law Section of the Florida Bar • University of Florida Law program, speaker and guest

lecturer

Continuing Legal Education, CLE-International Programs,

- Dealing With Government
- Litigating Land Use and Takings Claims
- Defending Local Government Land Use Denials
- Regulatory Takings under the U.S. and Florida Constitution
- Wetlands Regulations

Southwest Florida Chamber of Commerce

- “Issues 08” Southwest Florida Legislative Delegation
 - A Sustainable Southwest Florida: Creating a Vision.
- Participant City Attorney

PROFESSIONAL EXPERIENCE

CITY ATTORNEY EXPERIENCE:

Naples, Florida (Collier County, pop. 19,115) Interim City Attorney 2023 – present

Naples, Florida (Collier County, pop. 19,115) Co-City Attorney 2020 - 2023

Town of Yankeetown, Florida, (Levy County, pop. 760) City Attorney 2006 – present

City of Madeira Beach, Florida (Pinellas County, pop. 4,406) City Attorney 2017-2020

City of St Pete Beach, Florida (Pinellas County, pop. 10,086) City Attorney 2007-2008

City of Bradenton Beach Florida, (Manatee County, pop.1,536) 2004 – 2009

As City/Town Attorney: Meet with and advise City Manager and Departments; Municipal Law; Contracts, RFQs/RFPs; Disputes, Litigation, Comprehensive Plan Amendments, Land Development Code Amendments and review of development application, variances, planned developments, development agreements; legislation, ordinances, audits, sunshine law, public records law; grants, government and public works projects.

COUNTY ATTORNEY EXPERIENCE:

Monroe County (the “Florida Keys”): Land Use Litigation Counsel (1992-1998) Representing Monroe County Florida in land use litigation in state and federal courts, serve as counsel for Growth Management Division, counsel for Planning Department, Planning Commission and Code Enforcement; prepared and defended vacation rental ordinance, noise ordinances, resolutions and land development regulations, development agreements, comprehensive plan amendments, defended Monroe County in state and federal court.

Sarasota County Assistant County Attorney (1990 – 1992). Advise County Attorney, Board of County Commissioners of Sarasota County; Planning Commission, Planning,

Natural Resources, Code Enforcement, Solid Waste Departments, interagency and interlocal agreements; Pollution Control

LAW SCHOOL TEACHING

University of Florida Law School – Conservation Clinic and Environmental and Land Use Law Program, **Practitioner in Residence 2013** under direction of Professors Ankersen, Flourney and Hamann

Florida Gulf Coast University (FGCU) - Adjunct Professor Environmental Law (2005 – 2014), Environmental & Land Use Law Masters of Public Administration Program PAD 5620.

MEDIATOR/ARBITRATOR/ALTERNATIVE DISPUTE RESOLUTION

- **Mediator and Special Magistrate/Master, Fla. Stat. 70.51 Land Use & Dispute Resolution Act:** Alternative dispute resolution process for land use applications
- **Florida Court Appointed Arbitrator** – Florida Supreme Court Approved Training

WADE CHRISTOPHER VOSE

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324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (321) 299-2289
Facsimile: (407) 628-5670
Email: wvose@voselaw.com



Martindale-Hubbell®



EDUCATION AND BAR DATA

Legal	University of Florida College of Law Gainesville, FL J.D. with Honors, May 2003 Book Awards: Environmental Law Intellectual Property Law Family Law Recipient of the Levin College of Law Leonard Scholarship
Undergraduate	University of Florida Gainesville, FL B.A. in Political Science, with Honors, May 2000 National Merit Scholar / Florida Academic Scholar Omicron Delta Kappa Leadership Honorary
Preparatory	Bishop Moore Catholic High School Orlando, FL Graduated with Highest Honors, May 1996 Student Body President & Valedictorian
Admitted	Florida Bar – Admitted & Member in Good Standing since 2003 Bar No. 685021 U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida U.S. District Court, Southern District of Florida Orange County Bar Association City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar
Certification	Board Certified in City, County and Local Government Law

PROFESSIONAL EXPERIENCE

Vose Law Firm LLP (Winter Park, FL)

Managing Partner - As managing partner of an AV-rated statewide local government law firm serving as City Attorney for ten cities and County Attorney for one county, in addition to extensive specialized representation for local governments statewide, responsible for overseeing every segment of the local government representation process, including representation of local government commissions, councils, and boards, client counseling of elected officials, city and county managers/administrators, department heads, staff, and appointed officials, evaluation of claims and defenses, development of litigation strategies, preparation of ordinances, resolutions, development agreements, pleadings, discovery, motions, and memoranda, and argument before trial and appellate courts. January 2004 to present.

Okeechobee County Board of County Commissioners (Okeechobee, FL)

County Attorney - As County Attorney for the only county strategically located in both Florida's Treasure Coast and Florida's Heartland, responsible for protecting the legal interests of Okeechobee County by providing comprehensive and quality legal services to the Board of County Commissioners, the County Administrator, and Department Heads, providing legal advice to the Board of County Commissioners and other county boards at public meetings, drafting county ordinances and resolutions, drafting and reviewing county contracts, and conducting litigation on behalf of the County. November 2019 to present.

Village of Indiantown, Florida (Indiantown, FL)

Village Attorney - As Village Attorney to Florida's newest municipality, just formed at the end of 2017, responsible for providing legal advice to the Village Council, Village Manager, Village boards and staff as the Village charts its own course, drafting ordinances, resolutions, and agreements, handling real estate transactions, and conducting litigation on behalf of the Village. September 2018 to present.

City of South Daytona, Florida (South Daytona, FL)

City Attorney - Wade Vose serves as City Attorney to the City of South Daytona, a residential and business-friendly city bordering the Halifax River. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. November 2020 to present.

2024 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2024 Orange County Charter Review

Commission (“CRC”) as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. April 2023 to present.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel - As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2024 Pinellas County Charter Review Commission (“CRC”) as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2023 to present.

City of Cocoa Beach, Florida (Cocoa Beach, FL)

City Attorney - Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Cocoa Beach, the famous beach community on Florida’s Space Coast. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. July 2017 to present.

City of Bunnell, Florida (Bunnell, FL)

City Attorney - As City Attorney for this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City. October 2013 to present.

City of Anna Maria, Florida (Anna Maria, FL)

City Attorney - Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Anna Maria, an idyllic coastal city on Anna Maria Island in the Gulf of Mexico. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. March 2015 to present.

2016 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter

approval, responsible for advising the 2016 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. March 2015 to November 2016.

2016 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel - As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2016 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2015 to November 2016.

2016 Brevard County Charter Review Commission (Viera, FL)

General Counsel - As General Counsel to the commission empowered by the Brevard County Charter to review and propose amendments to the Brevard County Charter, responsible for advising the 2016 Brevard County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2015 to November 2016.

2020 Alachua County Charter Review Commission (Gainesville, FL)

General Counsel - As General Counsel to the commission empowered by the Alachua County Charter to review and propose amendments to the Alachua County Charter, responsible for advising the 2020 Alachua County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2019 to November 2020.

2018 Clay County Charter Review Commission (Green Cove Springs, FL)

General Counsel - As General Counsel to the commission empowered by the Clay County Charter to review and propose amendments to the Clay County Charter, responsible for advising the 2018 Clay County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. December 2017 to July 2018.

2012 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2012 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. August 2011 to November 2012.

Pinellas County, Florida (Clearwater, FL)

Counsel, County Attorney Oversight Committee - The County Attorney Oversight Committee is a unique collegial body created pursuant to Section 4.02 of the Pinellas County Charter, consisting of the seven members of the Pinellas County Commission, plus the five Pinellas County constitutional officers (Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court), organized to select, terminate, and annually review, the Pinellas County Attorney. As Counsel to the Committee, responsible for providing outside and impartial legal advice throughout its process of selection, termination, and annual review of the Pinellas County Attorney. February 2017 to present.

Counsel, County Redistricting Board - The County Redistricting Board is a board created pursuant to Section 3.04 of the Pinellas County Charter, appointed by the Board of County Commissioners after each decennial census to develop and propose county redistricting plans to the BOCC. As Counsel to the Board, responsible for providing outside and impartial legal advice throughout its redistricting proposal development process, including application of the Pinellas County Charter's unique CRB criteria modeled on the Florida Constitution's Fair Districts standards. August 2021 to December 2021.

City of Satellite Beach, Florida (Satellite Beach, FL)

Special Magistrate - As the first Code Enforcement Special Magistrate for the City of Satellite Beach, a coastal city located near Patrick Air Force Base in Brevard County, responsible for serving as an impartial magistrate to adjudicate violations of the City of Satellite Beach code of ordinances. February 2017 to present.

Town of Pierson, Florida (Pierson, FL)

Town Attorney - As Town Attorney for the Town of Pierson, a small Volusia County town known as the "Fern Capital of the World," responsible for providing legal advice to the Town Council and other Town boards at public meetings, advising all Town staff, drafting ordinances and resolutions, and conducting litigation on behalf of the Town. June 2015 to present.

City of Deltona, Florida (Deltona, FL)

Chief Assistant City Attorney – Vose Law Firm and its Founding Partner, Becky Vose, served for over half a decade as City Attorney to the City of Deltona, an 87,000 resident community in Volusia County. As Chief Assistant City Attorney, responsible for providing legal advice to City Commission and other City boards at public meetings, as necessary, drafting of city ordinances and ordinance amendments, and litigation on behalf of the City. June 2011 to February 2017.

Eighth Judicial Circuit State Attorney's Office (Gainesville, FL)

Certified Legal Intern – Responsible for prosecution of criminal cases as the sole Certified Legal Intern in the Bradford County, Florida office of the Eighth Circuit State Attorney's Office. January 2003 to May 2003.

Ninth Judicial Circuit of Florida (Orlando, FL)

Judicial Law Clerk - Clerked for Circuit Judge Walter Komanski. Responsible for conducting legal research, drafting legal memoranda, final judgments and other judicial orders, and assisting the judge throughout a variety of trials and hearings. May 2001 to August 2001.

PROFESSIONAL ACTIVITIES, AWARDS, AND COMMUNITY INVOLVEMENT

Orange County Government

Authority Member – Orange County Industrial Development Authority (2014 to 2016) – Serve as one of five governing members of an industrial development authority responsible for issuing industrial development revenue bonds for the purpose of financing the costs of industrial or manufacturing plants, research and development parks, agricultural processing or storage facilities, warehousing or distribution facilities, headquarters facilities, tourism facilities, educational facilities, commercial projects in enterprise zones, and health care facilities.

Chairman – Neighborhood Grants Advisory Board (Chairman – Oct. 2008 to Oct. 2009, Vice Chairman – Oct. 2007 to Oct. 2008, Member – Aug. 2006 to May 2011) – Responsible for approving criteria for neighborhood grant programs, overseeing the application review process, approval of recommended grant recipients, hearing appeals from grant applications, and monitoring progress of grant recipients.

Board Member – Orange Blossom Trail Development Board (August 2007 to Oct. 2010) – Responsible for promoting the economic, social, and aesthetic revitalization of the south Orange Blossom Trail area.

Orlando Business Journal

Forty Under 40, Class of 2009 – Recipient of the Orlando Business Journal's prestigious Forty Under 40 Award, spotlighting forty of the Central Florida region's top young business and civic leaders who demonstrate consistent, outstanding professional achievement and a commitment to community service.

"Reader's Choice - Best Law Firm, 2009 & 2010" - Voted by the readers of the Orlando Business Journal.

Winter Park Chamber of Commerce

Member, Government Affairs Committee - Member of the Winter Park Chamber committee responsible for advocacy on behalf of the Winter Park business community at the local and state level and educating Chamber membership about current affairs effecting the Winter Park business community.

BusinessForce - Orlando Regional Chamber of Commerce

Alumnus, Class 1 - Central Florida Political Leadership Institute - Member of the exclusive 25-person inaugural class of Business Force's Political Leadership Institute, a program designed to identify and equip Central Florida's next generation of elected leaders before they formally choose to run for a specific public office.

Rotary Club of Winter Park

Member of Board of Directors (July 2011 to June 2012)

Leadership Winter Park

Class Member, Class 20 (September 2009 to August 2010)

Leadership Orlando

Alumnus, Class 72 (March 2007 to October 2007)

Leadership Apopka

Alumnus, Class 1 (January 2008 to November 2008)

Orange County Bar Association

Committee Member - Young Lawyers Oath of Admissions Committee (June 2004 to September 2005)

Tiger Bay Club of Central Florida

Member (January 2005 to present)

Apopka Area Chamber of Commerce

Businessman of the Year 2008-2009

Chairman - Apopka Area Political Alliance (Apopka Chamber PAC) (August 2008 to February 2012)

Chairman - Issues & Government Affairs Committee (August 2007 to August 2009)

Member of Board of Directors (June 2007 to February 2012)

Biographical Sketch - Wade C. Vose

Wade Vose is the managing partner of the Vose Law Firm. He is Board Certified by the Florida Bar in the area of City, County, and Local Government Law, and rated AV Preeminent by Martindale-Hubbell. He is a proud “double Gator” having graduated with Honors from the University of Florida College of Law.

Wade serves as the Village Attorney for the Village of Indiantown (Florida’s newest municipality), County Attorney for Okeechobee County, City Attorney for the City of South Daytona, Co-City Attorney for the City of Cocoa Beach, Special Magistrate for the City of Satellite Beach, General Counsel to the 2024 Orange County Charter Review Commission, and General Counsel to the 2024 Pinellas County Charter Review Commission.

Historically Wade has served as the City Attorney for the City of Bunnell, Town Attorney for the Town of Pierson, General Counsel to the Seminole County Tax Collector, General Counsel to the Seminole County Supervisor of Elections, General Counsel to the 2020 Alachua County Charter Review Commission, General Counsel to the 2021 Pinellas County Redistricting Board, Chief Assistant City Attorney for the City of Deltona, General Counsel to the 2016 Orange County Charter Review Commission, General Counsel to the 2016 Pinellas County Charter Review Commission, General Counsel to the 2016 Brevard County Charter Review Commission, General Counsel to the 2018 Clay County Charter Review Commission, and General Counsel to the 2012 Orange County Charter Review Commission.

Wade lives in Maitland with his wife and three daughters.

GRETCHEN R. H. ("BECKY") VOSE

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Cell: (407) 448-0111
Facsimile: (407) 628-5670
Email: bvose@voselaw.com



EDUCATION AND BAR DATA

Law Degree:	J.D. with High Honors. 1973. University of Florida College of Law, Gainesville, Florida
Grade Average:	3.6 (four point system) Number 1 in Class
Undergraduate Degree:	B.A. in English with High Honors. 1970 Emory University, Atlanta, Georgia
Member/ Admitted:	Florida Bar – Member in Good Standing since 1973 50 YEAR MEMBER – FLORIDA BAR Bar No. 169913 U.S. District Court, Middle District of Florida U.S. Fifth Circuit Court of Appeals U.S. Eleventh Circuit Court of Appeals U.S. Court of Appeals for Federal Circuit Orange County Bar Association
Rated:	AV by Martindale-Hubbell (highest rating awarded) Listed in Martindale-Hubbell Bar Register of Preeminent Lawyers

BAR RELATED ACTIVITIES AND HONORS

City, County & Local Government Law Section of Florida Bar
Chairperson, Women in Law Committee, Orange County Bar Association
Fee Arbitration Committee, Orange County Bar Association
Central Florida Association of Women Lawyers
Member, Eminent Domain Committees, Florida Bar and American Bar
Volunteer Guardian Ad Litem Orange Co. Legal Aid Soc. - Cited for Exceptional Service
Volunteer to Homeless Advoc. Program of Orange Co. Bar - Cited for Exceptional Service

LAW SCHOOL POSITIONS AND HONORS

Editorial Board, University of Florida Law Review
Order of the Coif
Senior Class President - University of Florida Law School
Law Center Scholarship
Chairperson of Council of Ten

PUBLICATION

Environmental Survival Kit for Real Estate Professionals (Book and disk. Purchased in the 1990's by the Florida Board of Realtors to be used for continuing education purposes.)

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City Attorney, Orlando, Florida
Managing Partner/Chairperson, Real Estate Department, Shutts & Bowen Orlando office
Founding Partner, Vose Law Firm, LLP
City Attorney, City of Cocoa Beach
City Attorney, City of Anna Maria
City Attorney, City of Daytona Beach Shores
City Attorney, City of Brooksville
City Attorney, City of Naples
City Attorney, City of Winter Garden
City Attorney, City of Edgewood
City Attorney, City of St. Cloud
City Attorney, City of Eagle Lake
City Attorney, City of Longwood
City Attorney, City of Windermere
City Attorney, City of Deltona
Town Attorney, Town of Fort Myers Beach
Town Attorney, Town of Oakland
General Counsel for North Lake County Hospital Board of Trustees
Attorney for City of Orlando Code Enforcement Board
Special Counsel to City of Orlando as to Eminent Domain matters
Special Counsel to Cities of Ocoee and Casselberry
Special Counsel to Orange County Sheriff's Office
City Prosecutor for City of Orlando
Special Counsel to Orange County as to Code Enforcement Foreclosures
Special Counsel to Orange County as to Environmental Claims
Special Litigation Counsel to Orange County Property Appraiser
General Counsel for Green Swamp Land Authority
Counsel to Orange County Fire and Life Safety Code Board of Adjustments and Appeals
Special Counsel to Orange County as to §1983 Civil Rights Litigation
Eminent Domain Mediation Services for: FDOT; Florida Turnpike Authority; Seminole, Orange, Hillsborough, Lake and Polk Counties
Certified Circuit Court Mediator
Nominated for Appointment to Fifth District Court of Appeal

Biographical Sketch - Gretchen R. H. "Becky" Vose

Becky Vose graduated first in her law school class at the University of Florida College of Law, in 1973. While a law student, she was Senior Class President, Chairperson of the Council of Ten, on the editorial board of the University of Florida Law Review, and recipient for three years of a Law Center Scholarship. Upon graduation, she was tapped for membership in Order of the Coif.

In 1973, Becky was admitted to the Florida Bar and began her legal career as an Assistant City Attorney for Orlando. Thereafter she formed the law firm that is the predecessor to the Vose Law Firm. In 1981, she was recruited by Shutts & Bowen to open a branch office in Orlando and served as its managing partner. She was honored by being nominated by the Judicial Nominating Commission for a seat on the Fifth District Court of Appeal.

Over her 50 years of local government representation, Becky Vose has held the position of City Attorney for twelve (12) cities – Daytona Beach Shores, Anna Maria, Brooksville, Winter Garden, Edgewood, Longwood, Windermere, Oakland, Eagle Lake, St. Cloud, Deltona, and Co-City Attorney of Cocoa Beach. She also has done major work for Orange County government as to matters ranging from complex environmental litigation and the defense of §1983 Civil Rights claims. She also represented the Orange County Property Appraiser (OCPA) in a multi-year complex intellectual property lawsuit about the software utilized by the Property Appraiser's office. She also held the positions of General Counsel to the North Lake County Hospital Board of Trustees and the Green Swamp Land Authority.

Becky has taught at numerous continuing legal education seminars to other attorneys and has regularly presented seminars and instructional sessions for employees and officials of governmental clients. Ms. Vose is rated A-V Preeminent, which is the highest rating given by Martindale-Hubbell, and she has also been listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers.

NANCY ANN M. STUPARICH

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EDUCATION AND BAR DATA

Florida State University, B.A., cum laude, 1982. (Government/International Affairs)
University of Florida, J.D., 1985 (Law)
Florida State University, MPA & MSP, 1997 (Public Administration/Urban Planning)

Admitted: Florida Bar – Member in Good Standing (No. 646342)
U.S. District Court, Middle District of Florida

PROFESSIONAL EXPERIENCE & POSITIONS HELD

Public Sector:

City Attorney – City of Naples, FL Responsibilities include management of the Vose Law Firm’s representation of the City of Naples. Primary duties include attendance and providing legal support to the mayor and city council members, appointed members of city boards including but not limited the Planning Advisory Board, the Design Review Board, Code Enforcement Board, etc., Charter Officers (City Manager and City Clerk) as well as city staff. Additional responsibilities include supervision and coordination with other members of the Vose Law firm performing legal services.

Assistant City/Town Attorney for the cities of Fort Myers Beach, Anna Maria, Bunnell, Cocoa Beach, Oakland, Brooksville Florida. Responsibilities include providing support to Vose Law Firm attorneys serving as primary City Attorney in these cities. Duties and responsibilities vary and can include attending public meetings, drafting ordinances, resolutions, policies, agreements, collective bargaining negotiations and other legal documents, representing the city in circuit/county court and quasi-judicial hearings.

Deputy County Attorney for Okeechobee County Duties and responsibilities can vary and include review of contract documents, ordinances, policies, attendance at Planning Board meetings, Code Enforcement Special Magistrate hearings, Construction Industry Licensing Board public hearings, Canvassing Board public meetings, representing the County in county court hearings.

City Attorney, Dade City, Florida. Responsibilities included providing legal counsel to the City of Dade City Commission, its Charter Officers, and Police Chief. Duties and responsibilities included attending public meetings, drafting ordinances, resolutions, policies, agreements and other legal documents, purchase and sale of real estate, monitoring pending insurance claims; working with outside counsel; and other duties as needed.

Special Magistrate, City of Davenport, Florida. Preside as the special magistrate for review of code enforcement cases presented by the City of Davenport Code Enforcement Officer.

County Attorney, DeSoto County, Florida. Responsibilities included independently providing legal services to the DeSoto County Board of County Commissioners; drafting written and providing oral legal opinions; participation in public hearings and workshops of the BCC, Planning Board, Code Enforcement Special Magistrate; drafting ordinances, resolutions and negotiation of contracts; defending the county in litigation matters; working with outside legal counsel and staff; and other duties as needed.

Assistant County Attorney, Escambia County, Florida. Responsibilities included representing the county on general county government matters at workshops, public hearings and in court; drafting ordinances, resolutions and contracts; negotiating and completing the purchase, sale and disposition of county real estate assets; serving as the attorney to the Board of Adjustment, Planning Board and the Escambia County Canvassing Board; responding to questions from staff and County Commissioners regarding local government issues; and other projects as assigned by the County Attorney. Awarded recognition as “Employee of the Month” for work and coordination of a tri-party agreement bringing minor league hockey to the county.

Assistant General Counsel, Florida League of Cities. Responsibilities included legislative lobbying; serving as a liaison to the Governor's Property Rights Study Commission II; legal research concerning municipal issues; preparing appellate briefs; preparing the Florida Municipal Attorneys Newsletter; assisting and document drafting for the purchase of Sittig Hall; serving as staff to the Juvenile Justice/Criminal Policy Committee; responding to correspondence and questions from member city officials; and other duties as assigned.

Director Growth Management, Escambia County, Florida. Responsibilities included directing and managing the Escambia County Department of Growth Management, which consisted of the Divisions of Development Services (development order approval), Long-Range Planning (county-wide growth management planning) and Technical Services (management functions); presentations to the Board of County Commissioners and other public groups; and other duties as assigned by the County Administrator.

Of Counsel, Weiss, Serota, Helfman, Pastoriza, Cole, & Boniske, P.L. Responsibilities included providing legal services to various municipalities regarding land use and local government matters; representing quasi-judicial boards; drafting ordinances and resolutions; researching municipal codes, and other duties as assigned.

Staff Attorney, Second District Court of Appeal. Responsibilities included preparing legal memoranda; reviewing appellate briefs and pleadings; presenting oral argument waived cases to panels of three appellate judges; and assisting in drafting & proofing appellate opinions for the Honorable Judge John Scheb (deceased).

Trial Court Law Clerk, 10th Judicial Circuit. Responsibilities included reviewing civil complaints and pleadings; preparing legal memoranda and providing assistance to several circuit civil judges on complex litigation; and other duties as assigned.

Public Sector Appointments (Former):

Member of the City of Clermont Community Redevelopment Board
Member of the Northwest Florida Water Management District Board
Member of the City of Pensacola Planning Commission

Private Sector Representation (Former):

General Counsel, Maruti Fleet Management, Inc. Responsibilities included management of pending insurance claims with adjusters, mediation and settlement of pending litigation, contract review, and personnel issues.

Risk Manager, Florida Lawyers Mutual Insurance Company. Responsibilities included developing and delivering risk management services to insured attorneys to avoid potential legal malpractice claims; presentation of continuing legal education seminars to attorneys; drafting a risk management newsletter and digital risk alerts.

Associate, Freeman, Haber, Rojas & Stanham, LLP. Responsibilities included closing real estate transactions involving primarily foreign clients; drafting corporate documents, agreements and real estate documents; review of title and land use issues; review of commercial leases; supervision of paralegals; and legal research.

Underwriting Counsel, Attorneys Title Insurance Fund, Inc. Responsibilities included identifying and resolving title defects; teaching attorneys and paralegals real estate closing procedures using ATIDS and DoubleTime software program; publication of legal articles for THE FUND CONCEPT; speaking and participating as a panelist at the Fund's Annual Assembly and Affiliate Assembly; and other duties as assigned.

Title Attorney, Lawyers Title Insurance Corporation. Responsibilities included coordinating and closing commercial real estate transactions; reviewing and preparing

real estate documents in conjunction with the issuance of title insurance; responding to underwriting questions; and other duties as assigned.

PROFESSIONAL, COMMUNITY AFFILIATIONS, PUBLICATIONS & ACTIVITIES:

CURRENT: Certified as a Labor Relations Professional by the Florida Public Employers Labor Association; Designated a FRA-Redevelopment Professional by the Florida Redevelopment Association; member of the City, County & Local Government Section of The Florida Bar; member of the Environmental and Land Use Section of The Florida Bar; member of the Animal Law Section of The Florida Bar. FORMER: Appointed member of the 18th Judicial Circuit Unauthorized Practice of Law Committee "B"; member of Impact Lake County; member of the South Lake Chamber of Commerce Economic and Policy Committee; Florida Land Use & Environmental Dispute Resolution Special Magistrate for Lake County, Florida, graduate of the City of Oviedo Citizens Police Academy, member of the Executive Council of the City, County and Local Government Section of The Florida Bar; member of the LOMAS Advisory Board; The Florida Bar Convention Committee; former member of The Florida Bar Senior Committee, The Florida Bar Diversity Committee and other local bar associations; Certified Circuit Court Mediator (24865R); participant in the Hillsborough County Guardian Ad Litem Program; co-chair of the International Energy Conference, Rio de Janeiro, Brazil; member of Leadership Miami; member of the American Planning Association; chair of the Organizing Committee for the Quietwater Thunder Formula One/Two Power Boat Grand Prix Race-Pensacola Sports Association; graduate Leadership Pensacola; adjunct professor for real estate at University of West Florida, Legal Administration Program; member, Junior League of Pensacola; sustainer in Miami Junior League; graduate, City of Pensacola Citizens Police Academy; graduate, Escambia County Sheriff's Citizens Law Enforcement Academy; member of Five Flags Rotary International; member of Panhandle Tiger Bay Club; member Escambia and Santa Rosa County Bar Association; member of Pensacola Runners Association, race director, 1997 Downtown Christmas 5K Run & inaugural 1998 PRA Downtown Christmas Parade Dash; co-author of "Private Property Rights: Regulating the Regulators" published in The Florida Bar Journal, January 1996; Tallahassee Women Lawyers Board Member.

PERSONAL:

Native Floridian from Tampa, Florida current residence in Clermont, Florida (aka "Choice of Champions"); enjoys travel; runner/triathlete who completed a marathon in all 50 states and participated in several Ironman races (Florida, Brazil, Louisville, Texas, Kalamar), finisher of the Great Floridian Triathlon (Clermont, Florida) and RAGBRAI (Register's Annual Great Bicycle Ride Across Iowa), Volunteer at Challenge Daytona, knowledge of conversational Italian & Spanish.

PAUL R. WATERS

Partner, Vose Law Firm, LLP
146 Istoria Drive
St. Augustine, Florida 32095
Telephone: (904) 495-1054
Email: paul@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **Florida Coastal School of Law
Jacksonville, Florida**
Juris Doctor, May 2004

Undergraduate Degree: **University of Central Florida
Orlando, Florida**
B.A. in Legal Studies, May 1998
Dean's List

Member/Admitted: Florida Bar – Admitted and member in good standing – Bar No. 817651
Texas Bar – Inactive – Bar No. 24102728

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

City of Bunnell, Florida (Bunnell, FL) - Present

City Attorney – As City Attorney to this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff

and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL) - Present

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include preparing legal documents, including ordinances, resolutions, and contracts, and advising and representing County staff.

Vilano Management and Postal Fleet Services (St. Augustine)

Corporate Counsel (2020 – 2022)

- Advise other senior leaders on legal issues involved with operating a \$300M per year transportation company.
- Oversee regulatory compliance and respond to investigations from the Department of Labor that arise from 2,000 employees
- Oversee regulatory compliance and respond to investigations from the Department of Transportation involved with operating a fleet of over 1,500 tractor trailers
- Perform contract negotiations and draft vendor agreements, sub-contracts, real estate leases, employee leasing agreements, and equipment leasing agreements
- Handle personnel matters including disciplinary actions, lay-offs, non-disclosure agreements, draft personnel manuals, and oversee employee health & wellness plans
- Supervise litigation involving alleged wrongful termination (discrimination and retaliation), wage and hour disputes, breach of contract and insurance claims for trucking accidents

Florida Department of Business and Professional Regulation (Tallahassee)

Deputy Secretary of Professional Regulation (August 2017 – January 2019)

- Agency head in charge of six divisions and 20 professional boards
- Managed the regulation of over 900,000 professionals
- Responsible for the activities of over 450 employees
- Presented before legislative committees and conduct bill analysis

Executive Director, Florida State Boxing Commission (July 2014 - August 2017)

- Coordinated all professional boxing and mixed martial arts events throughout Florida
- Managed over 60 Commission staff and event officials
- Led project to re-write administrative rules governing combat sports
- Supervised sanctioning of reality television series “The Ultimate Fighter”

Deputy General Counsel (June 2013 - August 2014)

- Managed over 50 attorneys and office staff
- Supervised prosecution of 2,500 cases annually before agency’s professional boards

- Acted as legal advisor to General Counsel and senior managers
- Served as informal hearing officer
- Conducted bill analysis, handled legislative requests and responded to media inquiries

Chief Attorney (Oct. 2010 - June 2013)

- Managed over 15 attorneys and office staff
- Supervised prosecution of over 1,000 cases annually
- Conducted hearings before Construction Industry Licensing Board

Staff Attorney (Oct. 2008 - Oct. 2010)

- Prosecuted construction contractors for violations of Florida statutes and administrative rules

**Finlay Property Development, Construction and Property Management (Jacksonville)
Assistant Corporate Counsel (2005 – 2008)**

- Supervised due diligence for tax-credit, construction and perm loan closings
- Litigated cases involving breach of contract, liens and construction defects
- Conducted residential closings for in-house title company (Best American Title)

Biographical Sketch – Paul R. Waters

Paul Waters is a partner with the Vose Law Firm. He serves as City Attorney for the City of Bunnell, and as an assistant city/county attorney for each of the firm's other local government clients. Since joining the firm in 2022, Mr. Waters has handled most of the firm's appeals, including a recent victory after oral argument before the Sixth District Court of Appeals that upheld the validity of the City of Naples' fertilizer ordinance. This ruling paves the way for other local governments to maintain clean water free from harmful pollutants that cause algae blooms, fish kills and pose human health risks. In addition, Mr. Waters successfully defended a petition for writ of certiorari challenging a city's decision to deny a development permit application. He also litigates other permit denial cases and code enforcement lien foreclosures.

Mr. Waters has a wealth of government legal representation experience, having held various supervisory legal and executive positions within the Florida Department of Business and Professional Regulation (DBPR) over an eleven-year period. He served as Deputy Secretary, which is the Agency's most senior position in charge of regulating almost one million licensees and 20 of the State's largest regulatory boards, many that directly impact local governments, including the Construction Industry Licensing Board, the Building Code Commission, the Building Code Administrators Board, and the Real Estate Commission just to name a few.

As Deputy Secretary, Mr. Waters often testified before legislative committees and met daily with legislators and senior gubernatorial staff to resolve complex policy and legal

issues. In addition, Mr. Waters served as Deputy General Counsel, which is the lead attorney in charge of seventy prosecuting attorneys and support staff which prosecuted thousands of cases annually before the Agency's boards and the Division of Administrative Hearings. He also served as the Executive Director of the Florida Athletic Commission, which oversaw all professional boxing and MMA events held in the State, many of which were major televised events including the sanctioning of the reality television show "The Ultimate Fighter."

Finally, Mr. Waters served as the Agency's informal hearing officer for a contentious casino license denial case. The case made its way to the Florida Supreme Court, which upheld Mr. Waters' decision and legal analysis.

After leaving DBPR and prior to working for the firm, Mr. Waters served three years as General Counsel for a national transportation company, which was the second largest government contractor for the United States Post Office. In that role, he oversaw regulatory compliance with federal and state departments of labor and departments of transportation arising from over 2,000 employees and 1,500 tractor trailers. Mr. Waters settled lawsuits involving wrongful termination for alleged discrimination, alleged retaliatory firings of whistleblowers, and allegations of hostile work environment. He was instrumental in the dismissal of a Department of Justice investigation involving alleged unpaid fringe benefits and wages. Finally, Mr. Waters managed outside insurance attorneys defending the company in truck accident lawsuits, some of which involved fatalities.

After graduating the University of Central Florida with a Bachelor of Arts (BA) degree in Legal Studies from the University of Central Florida, Mr. Waters served as an environmental and zoning code enforcement officer for Volusia County where he enforced one of Florida's first sea turtle lighting ordinances that "darkened" almost 36 miles of Volusia's beachfront, a very controversial program at the time. It was that experience of presenting cases before Volusia County's Code Enforcement Board that led Mr. Waters to attend law school at the Florida Coastal School of law, where he received the degree of Juris Doctor.

Mr. Waters is licensed in Florida and Texas (inactive), and he is a member of the Middle District of Florida's Federal Court Bar. He is also a member of the Volusia County Bar Association. While not working, Mr. Waters enjoys spending time outdoors with his wife and 16-year-old son surfing, fishing, and jogging.

GARRETT M. OLSEN

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EDUCATION AND BAR DATA

Law Degree: **Florida State University College of Law
Tallahassee, Florida**
J.D., *cum laude*
Certificate in Environmental, Natural Resources, & Land Use
Law, with *honors*
Dean's List

Undergraduate Degree: **University of South Florida
Tampa, Florida**
B.A. in Economics and Philosophy, *cum laude*
Dean's List

Member/Admitted: Florida Bar – Admitted and member in good standing – Bar
No. 1025600

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Sun 'N Lake of Sebring Improvement District - Present

General Counsel – As General Counsel to an independent special district with a population of 9,000, responsible for providing legal advice to the district Board of Supervisors and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Barefoot Bay Recreation District - Present

General Counsel – As General Counsel to the largest Ch. 418 recreation district in Florida, located in southern Brevard County, responsible for providing legal advice to the district Board of Trustees and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Bunnell, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL) - Present

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include regular representation of the Okeechobee County Construction Industry Licensing Board and the Okeechobee County Planning Board at public hearings; preparing legal documents, including ordinances, resolutions, and contracts; advising and representing the County's building officials regarding the enforcement of the Florida Building Code and the International Property Maintenance Code; assisting in prosecuting code enforcement violations and related appeals; and representing the County in all related appellate litigation.

Cole, Scott & Kissane, P.A. (Orlando, FL)

Associate Attorney/ Law Clerk – Represented businesses and individuals in construction and commercial litigation matters. Practice included defending and asserting construction defect claims, including actions for breach of contract, contractual indemnity and defense, and other commercial claims. Drafted legal memoranda, motions, pleadings, and targeted written discovery to further client objectives. Negotiated and secured settlements on behalf of clients. Deposed expert witnesses in large, complex litigation cases. Led pre-trial process in construction defect case resulting in settlement for under targeted amount. Practiced under supervised practice program while studying for the Florida Bar from May 2020 to November 2020.

City of Tallahassee

City Attorney's Office (Tallahassee, FL) Law Clerk – Provided high-quality research memoranda on a range of legal issues. Drafted pleadings, motions, and written discovery. Attended deposition preparation meetings and observed hearings in federal court. Managed small-claims cases from factual intake phase to initiate litigation. Drafted advisory opinions for city leadership on federal and state constitutional issues. Assisted in developing and executing litigation strategies. Assisted in drafting contracts.

Cobb Cole, P.A. (Daytona Beach, FL)

Summer Associate – Provided high-quality, effective legal services and research for clients over two summers. Executed legal strategies through drafting legal memoranda, motions, pleadings, and written discovery in state and federal court. Attended hearings, mediations, and assisted in settlement negotiations. Drafted contracts. Assisted in preparing development agreement with Florida county for mixed-use project. Interacted with clients regularly and attended client meetings.

RECENT REPRESENTATIVE EXPERIENCE

- Represented Okeechobee County and the Okeechobee County Sheriff's Office in a civil action under 828.073, Fla. Stat., to take custody of neglected horses and dogs while securing \$60,000.00 judgement in County's favor.
- Represented the City of South Daytona in Florida's Fifth District Court of Appeal involving second-tier certiorari review of code enforcement fine reduction hearing concerning a nearly half-million dollar fine.
- Represented the City of Daytona Beach Shores in civil action under 828.073, Fla. Stat., to take custody of neglected dogs while securing judgment for all costs in City's favor.
- Represented the Okeechobee County Building Official on direct appeal of Construction Industry Licensing Board Decision to uphold the condemnation of buildings.
- Advised the City of Bunnell during a public meeting of legal requirements to adopt tentative millage and budget under Florida law.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

PERSONAL

A native of Central Florida, Garrett is an Attorney for the Vose Law Firm and is an integral part of the firm's local government practice. Garrett regularly advises municipalities and counties on a range of legal issues, including representing numerous city and county boards during public hearings and related litigation.

Garrett received his Bachelor of Arts in Economics and Philosophy from the University of South Florida in Tampa, Florida. He then went on to earn a Juris Doctor and Certificate in Environmental, Natural Resources, & Land Use Law from the Florida State University College of Law. During his time at Florida State, Garrett focused primarily on litigation, land use, and related environmental courses. Garrett built on this area of focus as a summer associate with one of Central Florida's most respected law firms during both of his law school summers. However, it was not until Garrett worked as a law clerk for the City of Tallahassee that he became inspired to apply his love for litigation and land use law to a local government practice.

Following a litigation practice at one of Florida's largest civil litigation firms, Garrett found his home at the Vose Law Firm. Garrett now counsels local government clients in numerous areas, including representation in trial and appellate litigation, advising boards on substantive and procedural issues during public hearings and workshops, and training staff with an eye to avoiding litigation in the first place. Garrett enjoys the fast-paced, collaborative nature of local government representation and strives to deliver outstanding client-centered legal services to the firm's clients.

When he is not rooting on his South Florida Bulls or Florida State Seminoles, Garrett enjoys cooking, enjoying the outdoors at a golf course or on the water, and spending time with his friends and family.

STEPHANIE M. VELO

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EDUCATION AND BAR DATA

Law Degree: **University of Florida College of Law
Gainesville, Florida**
J.D. with Honors
Certificate in Real Estate and Land Use Law

Undergraduate Degree: **University of Hawaii
Honolulu, Hawaii**
B.A. in English and Spanish
Sigma Delta Pi National Collegiate Hispanic Honor Society

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1025182

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Environmental and Land Use Law J.D. Fellowship
University of Florida Levin College of Law President's Scholarship
Book Award in Florida Administrative Law
Teaching Assistant for Conservation Real Estate and Legal Writing
Study Abroad, University of Costa Rica, International Environmental Law
Journal of Technology Law and Policy

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Town Attorney – Town of Oakland, Florida. Present.

Provide comprehensive legal services to the Town of Oakland, a growing municipality in northwest Orange County. Attend all town meetings and provide the majority of legal services for the municipality.

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Cocoa Beach, South Daytona, and Brooksville; and the Village of Indiantown. Duties include all legal work including, but not limited to, the drafting of ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation of municipalities in litigation and other legal disputes; participation in public

hearings and workshops of the governing body; and providing written and oral legal opinions to municipal staff and public officials.

Okeechobee County (Okeechobee, FL) Present

Deputy County Attorney – Duties include assisting the County Attorney with providing comprehensive and quality legal services to the Board of County Commissioners; drafting and review of documents, including ordinances, resolutions, policies, and contracts; and attendance at public hearings before the Code Enforcement Special Magistrate and Construction Industry Licensing Board.

Monroe County (Key West, FL) Present

Special Counsel as to Code Enforcement Foreclosure – Duties include drafting pleadings and motions, evaluating the County's code enforcement liens, conducting legal research, and appearing at hearings on behalf of Monroe County.

Salter Feiber, P.A. (Gainesville, FL)

Law Clerk – Responsible for conducting legal research; drafting legal memoranda; reviewing real estate contracts, land surveys, title reports, and real property encumbrances; and assisting supervising attorneys with the drafting of pleadings and motions, as well as contracts, easements and other transactional documents.

Florida Division of Administrative Hearings (Tallahassee, FL)

Judicial Law Clerk – Clerked for Administrative Law Judge Cathy Sellers. Responsible for conducting legal research, drafting legal memoranda and final orders, reviewing evidence and proposed orders, and assisting the Administrative Law Judge through hearings conducted pursuant to Chapter 120, Florida Statutes.

Alachua Conservation Trust (Alachua, FL)

Legal Intern – Responsible for conducting legal research; reviewing title reports; drafting conservation easements, option contracts, and legal memoranda; and preparing conservation easement baseline documentation reports prior to closing.

BAR AND COMMUNITY RELATED ACTIVITIES

Florida Bar Section and Division Memberships:

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Real Property, Probate, and Trust Law ("RPPTL") Section of Florida Bar
Young Lawyers Division of the Florida Bar

Real Property Litigation Committee ("RPPTL" Section)

Volunteer Assistant – Assisted Committee Chair and Legislative Co-Liaison with evaluating proposed legislation affecting real property transactions and litigation. Prepared and gave presentations at Section/Committee meetings in order to educate Section members and evaluate their support for the proposed legislation.

LANGUAGE ABILITIES

Spanish – Conversational. While studying abroad in law school, analyzed Costa Rican environmental resource management law in order to develop recommendations for the management and conservation of the Tempisque Watershed and Parque Nacional Palo Verde, a national park designated to be a wetland of international importance under the Ramsar Convention and listed in the Montreux.

CHLOE E. BERRYMAN

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EDUCATION AND BAR DATA

Law Degree: **University of Florida Levin College of Law**
Gainesville, Florida
J.D., *cum laude*
Top 10% of Class
Dean's List and President's Honor Roll

Undergraduate Degree: **University of Central Florida**
Orlando, Florida
B.S. in Psychology, *cum laude*
Burnett Honors College
Honors in the Major
Minor in Crime, Law, and Deviance
Certificate in Behavioral Forensics
Psi Chi Honors Society

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1032129

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Order of the Coif
University of Florida Levin College of Law President's Scholarship
Book Award in Appellate Advocacy
Teaching Assistant for Legal Writing and Appellate Advocacy
Florida Law Review, Managing Editor
Vice President of the Criminal Law Association

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Brooksville, Bunnell, Cocoa Beach, Daytona Beach Shores, and South Daytona; the Village of Indiantown; and the Town of Fort Myers Beach. Duties include all legal work including, but not limited to, drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation of municipalities

across all stages of litigation, including appellate litigation and other legal disputes; participation in public hearings and workshops of the governing body; providing written and oral legal opinions to municipal staff and public officials; and advising boards on substantive and procedural legal issues during public hearings and workshops. Guides and represents municipalities through union-related issues heard by the Public Employees Relation Commission (PERC).

Okeechobee County (Okeechobee, FL) Present

Deputy County Attorney – Provides comprehensive and quality legal services to the Board of County Commissioners. Duties include preparation and review of legal documents, including ordinances, resolutions, policies, and contracts; attendance at public hearings before the Code Enforcement Special Magistrate; and assisting in prosecuting code enforcement violations.

Counsel to the Okeechobee County Canvassing Board – Provides legal services, including written and oral legal opinions, to the Okeechobee County Canvassing Board and attends public meetings.

2024 Orange County Charter Review Commission (Orlando, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Orange County Charter Review Commission (“CRC”) as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Pinellas County Charter Review Commission (“CRC”) as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

Rohe Law, P.A. (Tavares, FL)

Summer Associate/Associate Attorney – Represented clients at various stages of family law litigation. Represented clients at fact-intensive hearings, including temporary relief hearings concerning alimony, timesharing, and child support. Drafted pleadings, motions, stipulations, proposed orders, and discovery requests and responses. Negotiated on behalf of clients at settlement conferences and mediations. Drafted settlement agreements to creatively resolve cases involving complex legal and factual issues. Second chaired dissolution of marriage trial involving minor children with psychological experts. Researched complex issues concerning a variety of areas of law including family law, constitutional law, real

property, trusts, and corporations. Drafted clear and organized memoranda analyzing research findings.

Intimate Partner Violence Assistance Clinic (Gainesville, FL)

Certified Legal Intern – Provided legal assistance to indigent survivors of domestic violence. Interviewed clients and developed safety plans tailored to each client’s needs. Drafted pleadings and represented clients in court proceedings.

University of Florida, Levin College of Law (Gainesville, FL)

Research Assistant – Researched and analyzed complex legal and psychological issues, including the applicability of the insanity defense to police officers with Post-Traumatic Stress Disorder. Drafted detailed memoranda on findings.

Office of the State Attorney, Eighth Judicial Circuit (Gainesville, FL)

Summer Intern – Researched and analyzed case and statutory law to assist attorneys in prosecuting criminal felony cases. Analyzed and summarized evidence in preparation for litigation.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

PROFESSIONAL PUBLICATIONS

Chloe E. Berryman, Note, *Holding Social Media Providers Liable for Acts of Domestic Terrorism*, 72 FLA. L. REV. 1329 (2020).

Chloe Berryman, Christopher J. Ferguson, & Charles Negy, *Social Media Use and Mental Health Among Young Adults*, 89 PSYCHIATRIC Q. 307 (2018).

MARIA RONDEL

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EDUCATION AND BAR DATA

Law Degree:	Georgia State University College of Law Atlanta, Georgia J.D.
Undergraduate Degree:	Georgia State University Atlanta, Georgia B.A. in Journalism
Member/Admitted:	Florida Bar – Member in Good Standing – Bar No. 1038955

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Judicial Clerk for Judge Jason B. Thompson – Fayette County State Court (Fayetteville, GA)
Judicial Clerk for Chief Judge Geronda V. Carter – Clayton County Superior Court (Jonesboro, GA)
Secretary – Student Bar Association

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City/Town/Village/County Attorney – Various Local Governments Statewide. Present.

Responsible for providing legal services to the Cities of Anna Maria, Cocoa Beach, Daytona Beach Shores, Bunnell, and Brooksville; the Town of Fort Myers Beach; the Village of Indiantown; and Okeechobee County, Florida.

Duties include all legal work, including but not limited to the drafting of ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation in litigation and other legal disputes; providing written legal opinions to municipal staff and public officials; drafting pleadings and motions, evaluating the municipal code enforcement liens, and conducting extensive legal research.

Associate Attorney – TK Law, P.A. (Altamonte Springs, FL)

Associate Attorney – Green Family Law, P.A. (Orlando, FL)

Associate Attorney – Justin Clark and Associates, PLLC (Maitland, FL)

BAR AND COMMUNITY RELATED ACTIVITIES

Florida Bar Section and Division Memberships:

City, County & Local Government Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

LANGUAGE ABILITIES

Russian – fluent conversational and written language skills

SECTION 3

EXPERIENCE OF THE VOSE LAW FIRM



Approach to Providing City Attorney Services

"When our clients succeed, so do we!"

The most important services a city attorney can provide are: i) timely, accurate and thorough legal services that meet the needs of the city; ii) proactive resolution of pending claims to prevent future claims against the city; and iii) creatively formulate legal strategies to accomplish the goals of the City Commission. There are a myriad of ways to accomplish these goals, and the attorneys of the Vose Law Firm are skilled in achieving excellent results for their clients, and in keeping their clients out of unnecessary litigation.

Our firm uses a collaborative approach to legal services.

One way that the attorneys of the Vose Law Firm ensure timely, accurate, and thorough legal services for their clients is the use of a collaborative approach to the rendering of services. The attorneys and paralegals of the firm have regular weekly meetings to discuss pending issues and cases. As new issues arise, informal meetings are held daily to discuss them again. In this way, at any one time, more than one attorney in the firm is fully cognizant of outstanding issues. In the unlikely event that the attorney who is primarily responsible to a client is unavailable to deal with an emergency, there will always be a back-up attorney to provide the needed services. Opinions rendered by the attorneys of the firm are typically reviewed by another attorney in the firm before such opinion is issued.

If chosen to represent the City of St. Pete Beach, we propose that the Vose Law Firm would be named interim City Attorney, with **Ralf Brookes, Wade Vose, Becky Vose, and Nancy Stuparich as lead attorneys** for the City of St. Pete Beach. These lead attorneys are the most experienced partners of our firm, and they each have extensive experience representing coastal cities.

The collaborative approach to interim City Attorney services proposed for the City of St. Pete Beach is the same manner and approach utilized by our firm in its representation of its other local government clients. It is common that similar issues arise in multiple local governments, and our clients benefit, both financially and substantively from the collaborative representation by multiple attorneys in our firm. This collaborative approach to our representation of local government clients has historically worked extremely well to ensure uninterrupted, thorough, and expert representation of our local government clients. The axiom, "two heads are better than one," is almost always true, and nine heads are even better!

We understand that we work *for* the City Commission.

When our firm represents a city, we work *for* the City Commission, and we work *with* the city manager and city staff. In virtually all the local governments we represent we have an extremely cordial and positive relationship with *both* the elected governing body and the government staff. Our work is easier, and results are better, when the City Attorney, the City Manager, and staff work harmoniously, but rest assured, we understand that we work *for* the elected officials.

We also understand that we are not members of the City Commission – no one voted for us. Our personal policy preferences (even if we have any, which we usually do not) never influence our legal advice. All the attorneys of our firm are friendly and work well with others, but we are extremely strong willed when someone attacks or sues one of our clients. We only represent local governments, so we do not have to worry about divided loyalties when dealing with local businesses or developers.

We are dedicated to formulating creative legal strategies to accomplish the City Commission's goals.

We also understand that our job is not to be the ones who say “no” all the time. We’ve seen it time and again in interactions between commissions or staff and their attorney, where the attorney, unhelpfully, just says “no, we can’t do that” or “no, that’s illegal,” without helping to find an alternative.

Rather, our job, as we see it, is to creatively, insightfully, help you come up with a way to accomplish your goals. Often, we find that folks may have a goal they want to achieve, and also an idea about how to get there. Sometimes the way they think of getting there has some legal problems or risks, or sometimes it is outright illegal. But we see it as our job to see where you’re trying to get, and creatively say “we can’t get there this way, but we can get there this way or this way,” and then the goal you’re trying to accomplish would be legally defensible and on a much more secure footing.

When you need us, we *will* be there.

The attorneys of our firm are available to our clients at all hours and days, including weekends, holidays and evenings. We know that when our clients need us, we have to be available – and we are. All the attorneys of our firm always keep their cell phones available and turned on (except when muted during meetings). We also monitor our emails regularly.

Recently, Nancy Stuparich answered a quickly set up conference call relating to an emergency that had just occurred in one of our cities. Nancy answered the call even though she was on vacation out of state. After several minutes of discussing the situation, Becky Vose, who was also on the conference call, noticed a persistent whistling sound on

the phone. Becky asked what the sound was and Nancy, who is a tri-athlete, responded that she had answered the call at about mile 11 of a marathon that she was running. She had been fully participating in the conference call, making excellent recommendations to our client, while running a marathon. That is an example of the energy and enthusiasm our firm brings to our clients.

At any time, the full resources of the Vose Law Firm will be available to the City of St. Pete Beach. That includes the active involvement and representation by nine (9) highly experienced and competent local government attorneys of the firm. **The depth of field and legal expertise as to local government representation that will be available to the City of St. Pete Beach from the Vose Law Firm is the best available in Florida.**

We *only* represent local governments, not developers or vendors.

It is common for law firms to have several lawyers who sometimes represent local governments, while those same lawyers, and other lawyers in the same firm, also represent private clients. Those private clients often include clients that sue local governments, or that have direct dealings with local governments, such as developers or vendors. Those firms cannot help but have conflicts and divided loyalties.

Our firm is completely different because we *only* represent local governments. We do not represent clients that sue local governments. We also do not represent developers or vendors with interactions with local governments. We are extremely careful not to create situations in which our firm has a conflict with any of our local government clients. If chosen as interim City Attorney for the City of St. Pete Beach, our loyalty will never be divided.

The City of St. Pete Beach would receive our firm's highest priority, and we have the skills and availability to fully accommodate the City's work.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, and passion to provide prompt, high quality legal services to the City of St. Pete Beach. Because of our extensive history performing governmental attorney work, the attorneys of the Vose Law Firm have a thorough understanding of the scope of work that will be required of the interim City Attorney for the City of St. Pete Beach. Because we look to the long term while representing local governments, and because of our fixed fee arrangement with our clients, we will strive to keep the City out of trouble and proactively work with the City for the mutual benefit of the City and our law firm. **Again, when our clients succeed, so do we!**

Specific Municipal and other Local Government Experience by Topic

General Legal Services Performed for other Local Government Clients

The attorneys of the Vose Law Firm regularly attend meetings and advise City/County Councils/Commissions, as well as other boards, including but not limited to CRA, Planning and Zoning, Code Enforcement, for each of the governmental entities that we represent. We strive to get out in front of issues and encourage open communication and dialogue from government administration and board members. The Vose Law Firm regularly advises clients on the following matters:

- *Attendance and legal representation at County Commission, City Council, City Commission, and other board meetings*
- *The "Sunshine Law"*
- *The "Public Records Law" (sometimes referred to as FOIA)*
- *The ethical standards of elected and appointed officials and employees*
- *Home Rule*
- *Exercise of police power*
- *Practices and procedures of local governments*
- *Legislative vs. Quasi-judicial matters*
- *Voting conflicts*
- *Full and public disclosure of financial interest*
- *Parliamentary Procedures*
- *Other matters relating to public service as an elected official*
- *All other areas of municipal law*

The Vose Law Firm and its attorneys have provided such counsel to the myriad of local governmental agencies represented by them over the years when holding the following positions:

- 1) City Attorney, City of Naples, Florida
- 2) City Attorney, Cocoa Beach, Florida
- 3) City Attorney, Anna Maria, Florida
- 4) City Attorney, South Daytona, Florida
- 5) City Attorney, Daytona Beach Shores, Florida
- 6) City Attorney, Brooksville, Florida
- 7) City Attorney, Dade City, Florida

- 8) City Attorney, Deltona, Florida
- 9) City Attorney, Edgewood, Florida
- 10) City Attorney, St. Cloud, Florida
- 11) City Attorney, Eagle Lake, Florida
- 12) City Attorney, Longwood, Florida
- 13) City Attorney, Winter Garden, Florida
- 14) City Attorney, Bunnell, Florida
- 15) County Attorney, Okeechobee County, Florida
- 16) County Attorney, DeSoto County, Florida
- 17) Village Attorney, Indiantown, Florida
- 18) Town Attorney, Windermere, Florida
- 19) Town Attorney, Oakland, Florida
- 20) Town Attorney, Pierson, Florida
- 21) General Counsel to the Seminole County Supervisor of Elections
- 22) General Counsel to the Seminole County Tax Collector
- 23) General Counsel to the Pinellas County County Attorney Oversight Committee
- 24) Special Counsel to City of Indian River Shores to rewrite Land Development Code
- 25) Assistant City Attorney Marco Island, Florida
- 26) Assistant City Attorney Miami Lakes, Florida
- 27) City Prosecutor for City of Orlando
- 28) City Prosecutor for City of Edgewood
- 29) City Prosecutor for City of Winter Garden
- 30) City Prosecutor for the City of St. Augustine
- 31) Counsel to the City of Bradenton as to Charter matters
- 32) General Counsel to 2024 Orange County Charter Review Commission
- 33) General Counsel to 2016 Orange County Charter Review Commission
- 34) General Counsel to 2016 Pinellas County Charter Review Commission
- 35) General Counsel to 2016 Brevard County Charter Review Commission
- 36) General Counsel to 2018 Clay County Charter Review Commission
- 37) General Counsel to 2020 Alachua County Charter Review Commission
- 38) Counsel to the Pinellas County County Attorney Oversight Committee
- 39) Counsel to the 2021 Pinellas County Redistricting Board
- 40) Counsel to the City of Cocoa Beach Charter Review Committee
- 41) Counsel to the City of Bunnell Charter Review Committee
- 42) Counsel to the City of Deltona Charter Review Committee
- 43) Counsel to the Dade City Charter Review Committee
- 44) Counsel to the City of Longwood Charter Review Committee
- 45) Counsel to the City of Winter Garden Charter Review Committee
- 46) Counsel to the City of St. Cloud Charter Review Committee
- 47) Counsel to the Town of Pierson Charter Review Committee
- 48) Counsel to the Town of Oakland Charter Review Committee
- 49) Counsel to the Town of Edgewood Charter Review Committee
- 50) Counsel to City of Orlando Civil Service Board

- 51) Counsel to Eagle Lake Planning and Zoning Board
- 52) General Counsel for Green Swamp Land Authority
- 53) Special Counsel to City of Ocoee
- 54) Counsel to the City of Cocoa Planning and Zoning Board
- 55) Counsel to City of St. Cloud Planning and Zoning Board
- 56) Counsel to the City of Naples
- 57) Counsel to the Escambia County Planning Board
- 58) Special Counsel to City of Casselberry
- 59) Counsel to the City of Cocoa Beach CRA
- 60) Counsel to City of Orlando Historic Preservation Board
- 61) Counsel to the City of Deltona Collective Bargaining Committee
- 62) Counsel to the City of Cocoa Beach Board of Adjustment
- 63) Counsel to the City of Brooksville Planning Commission
- 64) Special Counsel to Orange County as to Environmental Claims
- 65) Counsel to the Dade City Planning Board
- 66) Counsel to the Naples Design Review Board
- 67) Counsel to the City of Orlando Zoning Board
- 68) Counsel to the City of Deltona Planning and Zoning Board
- 69) Counsel to the City of Naples Planning Advisory Board
- 70) Counsel to City of Orlando Board of Adjustments
- 71) Counsel to City of St. Cloud Civil Service Board
- 72) Counsel to the City of St. Cloud Code Enforcement Board
- 73) Counsel to the City of St. Augustine Code Enforcement Board
- 74) Special Litigation Counsel to Orange County Property Appraiser
- 75) Counsel to City of Longwood Code Enforcement Board
- 76) Attorney for Orange County Fire & Life Safety Code Board of Adjustments & Appeals
- 77) Counsel to City of Longwood Planning and Zoning Board
- 78) Counsel to the City of St. Augustine Planning and Zoning Board
- 79) Counsel to City of St. Cloud Pension Board
- 80) Counsel to the City of Orlando Board of Adjustments and Appeals
- 81) Special Counsel to Orange County as to §1983 Civil Rights Litigation
- 82) Attorney to the Orange County Code Enforcement Department
- 83) Special Counsel to the Orange County Sheriff's Office
- 84) Special Counsel to the Town of Oakland as to land development and litigation matters
- 85) Attorney for North Lake County Hospital Board of Trustees
- 86) Special Counsel to City of DeLand
- 87) Conflict Counsel/Special Counsel for City of Largo
- 88) Special Counsel to City of Orlando as to Eminent Domain matters
- 89) Special Counsel to Orange County as to Code Enforcement Foreclosures
- 90) Special Magistrate to the Lake County Value Adjustment Board
- 91) Special Magistrate to the Hillsborough County Value Adjustment Board
- 92) Special Magistrate to the City of Satellite Beach

- 93) Special Magistrate to the City of Davenport
- 94) Special Magistrate to the City of St. Augustine
- 95) Land Use Special Magistrate to Lake County
- 96) Special Counsel to the Orange County School Board as to eminent domain matters
- 97) Eminent Domain Mediation Services for Florida Turnpike Authority, FDOT, Seminole County, Orange County, Hillsborough County, Lake County, Polk County
- 98) Counsel to Florida State Court Administrator, Office of Court Education
- 99) Counsel to Florida Department of Business and Professional Regulation
- 100) Counsel to Florida House of Representatives
- 101) Special Counsel to Monroe County regarding code enforcement matters

Specific Legal Services Performed for other Local Government Clients

A. Administrative matters and proceedings

The Vose Law Firm's extensive administrative experience includes not only dealing with administrative matters and proceedings within the municipalities we represent, but also dealing with administrative matters and proceedings in state, federal and county venues.

B. Code of Ordinances, and Comprehensive Plan issues

The attorneys of the Vose Law Firm work every day on issues relating to code of ordinances, and comprehensive plans. We regularly draft and amend ordinances, comprehensive plan provisions. We also interpret ordinances, comprehensive plan provisions, and charter provisions (as applicable) as well as defend them in court.

C. Code Enforcement

The attorneys of our firm handle all code enforcement matters for all the governmental agencies we represent. In addition, the Vose Law Firm has represented the Orange County code enforcement department continuously since 1993 and also represents the code enforcement department in Monroe County. Our firm also has extensive experience litigating code enforcement matters in court, including code enforcement lien foreclosures and defense of suits against our clients relating to code enforcement.

D. Contract Law

The attorneys of Vose Law Firm have extensive experience drafting a plethora of contracts (routine and specialized) on virtually all subjects dealt with by local government agencies. We hold a license for unlimited access to AIA documents if those are desired to be used by the City in certain instances. In addition, the attorneys of our firm are extremely experienced in litigating issues relating to governmental contracts.

E. Drafting and reviewing Ordinances and Resolutions

Our firm regularly drafts, reviews and interprets ordinances and resolutions for our local government clients, and we also advise clients as to when new ordinances or resolutions may be necessary. We will draft or review every ordinance or resolution before it goes onto the agenda to ensure quality and legal sufficiency.

F. Federal, State and local ethics laws

As a part of our firm's representation of our clients as county or city attorney we are intimately involved in all aspects of ethics laws that apply to such counties or cities and its employees, officers, board members and vendors. As a regular part of the services we provide to our clients, our attorneys give the required Four Hour Ethics Course if requested as well as instruct other board members as to ethics matters while also providing information as to Sunshine Law and public records law matters.

G. Constitutional Law

A thorough understanding of both the Florida Constitution and the United States Constitution are absolutely vital to providing legal services to our governmental clients and all of our attorneys are well educated on these subjects and keep abreast of evolving case law regarding constitutional matters.

H. Other Federal, State and Municipal Laws & Ordinances

There are a plethora of federal and state laws that significantly impact local government law and the attorneys of the Vose Law Firm are extremely familiar with such laws and keep up with the ever evolving changes in the laws. As soon as we are hired by a governmental agency to act as its attorney, our attorneys become totally familiar with that client's ordinances.

I. Land Use and Zoning

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of all their governmental clients over the years. Our attorneys have extensive experience writing and interpreting zoning and land use ordinances and comprehensive plan provisions and dealing with Florida's Comprehensive Growth Management Act, zoning, development agreements, platting issues, development orders, and enterprise zones. Nancy Stuparich has an MPA & MSP in Public Administration and Urban Planning from Florida State University and is a Redevelopment Professional (FRA-RP) certified by the Florida Redevelopment Association. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. Becky Vose

completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

J. Litigation in State and Federal Courts

The Vose Law Firm has handled litigation in both state and federal courts for virtually all cities we have represented as city attorney. The firm currently is handling civil litigation for Okeechobee County, the City of Brooksville, the City of South Daytona, the City of Daytona Beach Shores and the City of Cocoa Beach. As outside counsel, our firm has successfully represented in litigation Orange County, the Orange County Property Appraiser, and Monroe County.

K. Leases and Agreements

Our firm has extensive experience in drafting and reviewing leases involving our governmental clients, whether the client is the landlord or the tenant. We are also adept at litigating issues relating to leases and other landlord/tenant issues.

L. Property Easements

The attorneys of the Vose Law Firm frequently draft and interpret property easements of all types for the local governments they represent. They also have extensive experience in the acquisition of easements for their clients.

M. Purchase, Lease and Sale of City Real Property

The attorneys of the Vose Law Firm regularly handle the purchase, lease and/or sale of real property on behalf of our clients. Currently, Becky Vose is handling the purchase by Fort Myers Beach of property for its new Town Hall, and recently handled the sale of property for the City of Daytona Beach Shores and handled litigation to clear title to certain land owned by the City of Cocoa Beach in preparation for the sale of the property to a third party.

N. Public Utility Matters

The attorneys of the Vose Law Firm handle all public utility matters for our clients. In addition, our firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities

Commission and St. Cloud as to the “take over” of the St. Cloud electrical system by the OUC.

O. Public Records and Sunshine Law Matters

Rendering legal advice to our clients as to both public records and Sunshine Law matters is an almost daily occurrence for our attorneys. As a regular part of the services we provide to the clients we represent, our attorneys teach the required Four Hour Ethics Course if requested, as well as giving regular training on ethics, Sunshine law, and public records matters to other board members. In addition, we have experience litigating matters implicating the public records law and/or the Sunshine Law.

P. Provide advice and counsel at staff meetings as directed by the our governmental clients.

One aspect of getting in front of issues involves having an open dialog with staff about issues that will come before the Commission in future meetings. We encourage Commissioners and staff to call, text, or email us about any concerns they may have about an agenda item. Some issues require research or preparation, and we strive to resolve all relevant issues prior to the meeting so that the agenda item does not need to be pulled due to a legal concern.

Q. Address legal issues affecting financial matters of our clients, including user fees, impact fees, franchise fees, and special assessments.

Virtually all of our governmental clients over the last 50 years have received extensive assistance from the attorneys of our firm on financial matters, including, but not limited to, user fees, impact fees, and special assessments.

R. Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed.

The attorneys of the Vose Law Firm regularly review, then assist and advise their local government clients on purchasing and procurement matters, development review applications, all agenda items, and any other legal issues that arise in the course of the representation of the governmental entities we represent.

S. Address and advise clients in community development issues including, but not limited to, land use law, Florida’s Comprehensive Growth Management Act, zoning, code enforcement, development agreements, development orders, developments of regional impact, and condemnation.

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of virtually all their governmental clients over the years. Becky Vose

has been representing local governments for 50 years and has handled all manner of land use, zoning, CRAs, and other such matters. The attorneys of the Vose Law Firm have extensive experience writing and interpreting zoning and land use ordinances and dealing with Florida's Comprehensive Growth Management Act, zoning, redevelopment districts, code enforcement, development agreements, development orders, developments of regional impact, and enterprise zones. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. The Vose Law Firm completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients as well as private clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

T. Address and advise City in utility taxes and utility franchise agreements as they relate to Florida governmental agencies.

The Vose Law Firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the "take over" of the St. Cloud electrical system by the OUC. The firm is currently negotiating a new franchise agreement with Duke Energy for electrical service to the Town of Oakland.

U. Address and advise City on special assessments and special assessment collections and liens.

The Vose Law Firm has provided general legal services in the areas of special assessments and special assessment collection and liens for each of the governments represented by the firm. In addition, the firm did extensive work for the City of Longwood in reviewing and collecting long over-due special assessments, and the firm has represented Orange County as to CEB lien foreclosures and settlements for the last 25 years.

V. Address and advise governments in the additional following areas: Sunshine Law and public records law; home rule; exercise of police power; practice and procedures before local government land use issues, legislative, and quasi-judicial bodies; and all other areas of municipal law.

The Vose Law Firm regularly advises clients on the matters above as part of its day to day practice. These are among the most common questions facing local government officials, and as City Attorney, we encourage City staff and officials, including not just the City Commission, but also board members for advisory boards, to contact us if they

have any questions about any of these matters. Additionally, we remain in regular contact with county staff to advise staff on the law as well as providing opinions on best practices and procedures.

W. Responding to requests from City Commissioners or City staff within the time period required by the City.

The attorneys at the Vose Law Firm are aware that advising local governments is not strictly an 8 to 5 affair. It is our practice to answer every phone call from a client immediately unless we are in another meeting or in court. When possible, we text the person calling if we are not immediately available to let the caller know when to expect a return call. If something cannot wait, typically it will be easy for a client to reach out to another attorney in the firm and get answers to questions. We are available after hours and on weekends as well, whether for meetings or for situations that are time sensitive.

X. Representation of local governments in diverse litigation in state, federal and appellate courts, and Alternative Dispute Resolution experience.

All of the attorneys of the Vose Law Firm have significant experience with alternative dispute resolution techniques. Becky Vose became certified as a certified circuit court mediator in the 1990s and has mediated hundreds of cases, most of which involved at least one governmental agency.

Y. Condemnation (Eminent Domain) under Florida law

The Vose Law Firm's eminent domain experience includes the full range of eminent domain practice including initial pre-litigation advice and drafting of resolutions, preparation of all pleadings, numerous contested as well as uncontested Order of Taking hearings, settlement negotiations and drafting of settlement documents, mediations, jury trials, and appeals. In addition, they have extensive experience dealing with issues of public use, incidental private use, necessity, inverse condemnation, business damages, severance damages, damages to non-profit entities, historically significant properties, cost to cure, consolidation of parcels, and down-zoning issues. The firm has recently successfully completed eminent domain proceedings for the City of Deltona.

As both an Assistant City Attorney for Orlando and as Special Counsel to the City of Orlando, Ms. Vose represented the City of Orlando for over 15 years in eminent domain litigation. During that time, she represented the City as to numerous acquisitions including rights-of-way, pedestrian walkways, park lands, land for parking areas, easements for sewage transmission lines, sites for public utility facilities, as well as many other public use projects. As Special Counsel to the City, she handled on a contract basis the acquisition of the property for the Gertrude Walk pedestrian walkway through downtown Orlando as well as the City of Orlando Arena property, (Phases II and III). Ms. Vose also has extensive

experience as counsel to property owners of condemned land, and has acted as a certified circuit court mediator in over 100 eminent domain mediations.

Z. Counsel and legal services to local government pension boards, and work with employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans

The attorneys of the Vose Law Firm have provided legal services to the Cities of Winter Garden, Longwood, Deltona, Edgewood, Eagle Lake, and St. Cloud relating to employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans.

AA. All aspects of construction law and public works (water and wastewater) issues

The attorneys of the Vose Law Firm have extensive experience representing both public and private clients as to virtually all aspects of public works matters, including water and waste water issues, construction law including, but not limited to regulatory compliance, bid solicitations, bid protests, construction contracts, construction litigation, warranty issues, delay damages, etc. The firm has provided extensive legal services as to Public Works (water and waste water) issues for each city represented by the firm.

BB. The creation and administration of Tax Increment Financing Districts (CRAs)

The Vose Law Firm provided legal services to the cities of Naples, Cocoa Beach, Brooksville, Dade City, Winter Garden, Longwood, Edgewood, Deltona, Bunnell, and St. Cloud relating to Tax Increment Financing Districts (CRAs). In addition, as general counsel for the North Lake County Hospital Board of Trustees, the firm had significant experience challenging the authority of municipal tax increment financing districts from imposing charges on the special taxing district.

CC. Environmental law including representation before and negotiations with, various State and Federal regulatory agencies

The attorneys of Vose Law Firm have represented public and private clients with regard to environmental matters in conjunction with governmental representation and private real estate practice. As counsel to the Green Swamp Land Authority, such representation included extensive dealings with the Florida Department of Environmental Protection, the Department of Community Affairs, and two water management districts. While an Assistant City Attorney for Orlando, Ms. Vose worked on the permitting for the Iron Bridge Road Sewage Treatment Plant and for various drainage and other public works projects. As the City Attorney for Longwood, the firm represented the City in matters relating to a RCRA site on City property and was responsible for negotiations with the Florida Department of Environmental Regulation, [now the Florida Department of Environmental Protection (DEP)], and for matters relating to negotiations with the environmental company hired to evaluate the clean-up of the property.

The attorneys of Vose Law Firm have been extensively involved in the permitting of various environmental features have also represented numerous property owners in negotiations with the FDEP and in litigation over environmental contamination issues. Ms. Vose co-authored the book, *Environmental Survival Kit for Realty Professionals*, a book designed to protect realty professionals from losses due to environmental problems. The Florida Board of Realtors purchased the rights to such publication for purposes of including the publication among its educational materials.

DD. Collective bargaining/Labor Law

The Vose Law Firm has represented local governments it has represented as to numerous collective bargaining matters. The attorneys of the firm currently represent Okeechobee County in its ongoing negotiations with I.A.F.F. Local 2918 relating to city/county fire consolidation issues. In recent years, the attorneys of the firm recently handled the collective bargaining negotiations for the City of Deltona relating to the negotiations with I.A.F.F. Local 2913, and recently successfully concluded collective bargaining negotiations with the Fraternal Order of Police on behalf the City of Bunnell. The attorneys of the firm are now beginning the bargaining process for the fire union at the City of Brooksville. The attorneys of the Vose Law Firm also have extensive experience representing their cities in labor arbitrations, unfair labor practices issues, and general issues relating to employment law.

EE. Municipal and County Charters

The Vose Law Firm and its attorneys have extensive experience in representing cities and counties with regard to charter government, including but not limited to charter amendments, charter review, and the interaction of municipal and county ordinances under governing county charter provisions. Notably, Wade Vose and Vose Law Firm LLP have twice served as General Counsel to the Orange County Charter Review Commission, joining former Orange County Mayor and U.S. Senator Mel Martinez as the only other attorney to have served twice as General Counsel to the Orange County Charter Review Commission. Mr. Vose prepared the ballot title, ballot summary, and amended charter language for each of the 2012 and 2016 CRC-initiated charter amendments, with a specific focus on both clarity of the ballot language for the voter, and strict compliance with the exacting standards of Section 101.161, Fla. Stat. and the extensive specialized case law governing the wording of ballot referenda.

In 2013-2014, Mr. Vose served as counsel to the City of Bunnell Charter Review Committee, which was engaged in a comprehensive review of its city charter. Mr. Vose provided substantial legal and procedural guidance to that committee throughout its deliberations, resulting in Mr. Vose preparing the ballot titles, ballot summaries, and charter amendment language for seven (7) charter referendum questions placed on the municipal ballot. In 2014, Mr. Vose also served as counsel and facilitator to the City of Deltona Charter Review Committee, which resulted in three (3) charter referendum

questions prepared by Mr. Vose placed on the municipal ballot. Mr. Vose recently completed assisting the Town of Pierson with a comprehensive review and rewrite of its town charter, which had not been revised or modernized since 1929.

Mr. Vose and the Vose Law Firm also served as General Counsel to the 2016 Pinellas County (home of St. Petersburg, Clearwater, and Largo) Charter Review Commission, notably the formative first time that CRC has chosen an attorney unaffiliated with the Pinellas County Attorney's Office. Pinellas County is the most urbanized county in the State of Florida, and Mr. Vose and the Vose Law Firm represented that CRC as it reconsidered the balance of power between the County and its 24 municipalities, as well as between the County and its constitutional officers. In addition, Mr. Vose and the Vose Law Firm served as General Counsel to the 2016 Brevard County Charter Review Commission, 2018 Clay County Charter Review Commission, and the 2020 Alachua County Charter Review Commission.

FF. Municipal Bonds

The Vose Law Firm and its attorneys have extensive experience representing municipalities in a variety of municipal bond matters as local bond counsel. The firm has the appropriate expertise to work hand in hand with professional bond counsel and financial consultants to accomplish bonding for a variety of municipal purposes.

GG. Representation of clients relating to gambling issues and "Internet Cafes"

The Vose Law Firm and its attorneys have represented local governments in matters relating to gambling and Internet Cafes. The cities of Cocoa Beach, South Daytona, Bunnell, and Deltona have faced numerous issues as to illicit gambling activities in the city limits and the Vose Law Firm has provided expert legal services which successfully addressed those issues.

HH. Medical Marijuana issues

The attorneys of the Vose Law Firm have made numerous presentations on the subject of medical marijuana and the appropriate manner for local governments to deal with matters related to that subject. Wade Vose has made numerous public presentations to groups of local government officials on this subject, and has been on several television presentations on this issue. Both Wade Vose and Becky Vose have drafted medical marijuana ordinances for the respective clients they represent. Each client has dealt with the issue in a different way dependent upon the respective concerns of each of the local governments represented.

II. Bert J. Harris Act matters

The attorneys of the Vose Law Firm have been heavily involved in defending local governments in Bert J. Harris litigation. A few years ago, the City of Anna Maria received in the last year over 100 Bert J. Harris claims, and the local government lawyers of the Vose Law Firm were actively involved in handling those claims. Those claims have been settled with no financial payments by the City.

JJ. Vacation Rental Issues

The City of Anna Maria hired the Vose Law Firm as its City Attorney in the middle of its life and death struggle with Vacation Rentals that were about to “take over” the City. The Vose Law Firm drafted one of the State of Florida’s first Vacation Rental Ordinances and successfully defended that ordinance (which evolved over time) in five different legal challenges. The City of Anna Maria has one of the few Vacation Rental Ordinances that has withstood multiple legal challenges, and the City is now flourishing with well-regulated Vacation Rentals. The Vose Law Firm also recently wrote a Vacation Rental Ordinance for the City of Cocoa Beach, which has very different concerns regarding Vacation Rentals.

KK. Forfeiture

The attorneys of the Vose Law Firm have handled extensive forfeiture matters for the clients it has represent over the years. However, due to recent changes in legislation, the firm’s local government clients are not as inclined to file forfeitures due to prohibitively high costs involved (unrelated to legal expenses).

LL. Pension matters

The attorneys of the Vose Law Firm regularly interface with pension counsel representing various pension boards and give their cities legal advice regarding the effect pension matters will have on the governmental entity. The firm recently represented the City of Brooksville regarding the closing of a pension plan after the disbandment of that city’s police department.

MM. Representation of Government-Owned General Aviation Airport

Our firm also has extensive experience representing a government-owned general aviation airport. Our firm is County Attorney for Okeechobee County, which operates an active general aviation airport (ICAO: KOBE) and its associated Fixed Base Operator (“FBO”), and our firm has represented the airport in a multitude of matters, including, but not limited to advice concerning compliance with FAA Grant Assurances, disposal of derelict and abandoned aircraft under Sec. 705.183, Fla. Stat., acquisition of a FBO, operation by the County as an FBO, adoption of airport regulations, fees, and service charges under Sec. 332.08, Fla. Stat., hangar leases and evictions, FDOT certifications,

agreements with rental car providers, airport protection zoning, and specialized litigation involving an approved airport master plan.

NN. Other specific local government experience not listed above

The Vose Law Firm has also represented cities relating to the following matters:

- i) Civil rights defense – USCA, Title VII litigation
- ii) Litigation relating to qualifications for election
- iii) Redistricting to comply with Federal Court Orders
- iv) Disputes between governmental entities relating to zoning and land use
- v) Intergovernmental agreements
- vi) FEMA reimbursement issues
- vii) Labor law, employee disputes, and employee discharge hearings
- viii) Historic Preservation
- ix) Construction Industry Board of Appeals – establishment and representation
- x) Public Employee Relations Commission hearings and appeals
- xi) Adult entertainment and bookstore ordinances; bingo regulation
- xii) Trap, Neuter, Release feral cat control
- xiii) Plasmapheresis facility regulation
- xiv) Arbor ordinances and regulation
- xv) Sexual harassment litigation
- xvi) Age discrimination litigation
- xvii) Police legal advisor issues
- xviii) Alarm ordinance regulation
- xix) Cable TV regulation
- xx) Cell phone tower regulations
- xxi) Leasing of public property for private use
- xxii) Local counsel for bond issues
- xxiii) Land banking for future public use
- xxiv) Federal grant applications and administration
- xxv) Defense of inverse condemnation claims due to restrictive zoning
- xxvi) Marina leases
- xxvii) Sale/lease back agreements for city
- xxviii) Code Enforcement foreclosures
- xxix) Annexation disputes
- xxx) Noise ordinances
- xxxi) Inverse condemnation actions relating to environmental damages
- xxxii) Residential Prison Diversion Programs
- xxxiii) Mortgage Foreclosure Registration
- xxxiv) HUD Uniform Relocation Act requirements
- xxxv) Construction Regulation Boards
- xxxvi) ADA compliance issues

- xxxvii) Customary Beach Use Ordinances
- xxxviii) Declarations of Emergency
- xxxix) Dogs on the beach regulations and ordinance

Local Government Client References

City of Cocoa Beach – City Attorney

Comprehensive City Attorney Legal Services

Contact: Wayne Carragino, City Manager

Phone: 321-604-0601

City of Anna Maria – City Attorney

Comprehensive City Attorney Legal Services

Contact: Dan Murphy, Mayor

Phone: 941-228-7039

City of Daytona Beach Shores – City Attorney

Comprehensive City Attorney Legal Services

Contact: Kurt Swartzlander, City Manager

Phone: 386-547-9238

Town of Fort Myers Beach – Town Attorney

Comprehensive Town Attorney Legal Services

Contact: Andy Hyatt, Town Manager

Phone: 239-313-0895

City of South Daytona – City Attorney

Comprehensive City Attorney Legal Services

Contact: Les Gillis, City Manager

Phone: 386-322-3014

Okeechobee County – County Attorney

Comprehensive County Attorney Legal Services

Contact: Terry Burroughs, Vice Chairman

Phone: 863-697-6325

Village of Indiantown – Village Attorney

Comprehensive Village Attorney Legal Services

Contact: Guyton Stone, Former Mayor

Phone: 772-530-6357

City of Brooksville – City Attorney

Comprehensive City Attorney Legal Services

Contact: Blake Bell, Mayor

Phone: 601-573-6642

SECTION 4

FEE PROPOSAL



Fee Proposal

\$37,500 per month, all-inclusive including Litigation

The Vose Law Firm proposes to provide unlimited, and complete interim City Attorney legal services to the City of St. Pete Beach, including Litigation, for \$37,500 per month. That lump sum fee would include all the services described in the Request for Letters of Interest, attendance at meetings, litigation (including oversight and monitoring of litigation covered by insurance defense), local bond counsel work, and representation of the City's enterprise funds, but does not include Special Magistrate Services (which legally cannot be provided by either an inside or outside City Attorney due to conflict issues), insurance defense litigation, and general bond counsel work.

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (copying, phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned below), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter. Pre-approved out of pocket costs, (such as court filing fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier.

Our flat fee proposal would give complete budgetary certainty as to interim City Attorney and litigation attorney expenses of the City, while providing unlimited access to the best local government legal talent available in the state.

Hiring our firm on a flat fee is the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the city. Those are the times when legal expenses can get out of hand if the city is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation fees each month to ensure budgetary certainty and prevent the frightening experience of out of control legal costs.

Many governmental agencies with attorneys who charge an hourly rate can suffer "sticker shock" when unexpected litigation occurs, or a unique and time-consuming legal issue arises, and legal fees get extremely high. An example is a Volusia County municipality, Ponce Inlet, with a population of approximately 3,000, that was represented by an attorney who charged hourly fees for litigation and was faced with legal fees of well over \$5 million dollars that were the product of 12 years of litigation over a land use

matter. That litigation was settled in 2019 with both parties ending up paying their own legal fees, and both parties essentially “walking away”.

Our fixed fee structure (including day to day legal services, litigation and all special projects) protects our governmental clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be extremely helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a local government with a fixed fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a “leg-up” in the negotiations.

Our fixed fee arrangement would provide budgetary certainty and would result in the City of St. Pete Beach having *unlimited* access to and support from nine (9) highly skilled and experienced local government attorneys. This arrangement would take the fear of litigation costs out of the equation when third parties threaten litigation if the City does not meet the demands of that third party.

The attorneys of the Vose Law Firm have realized over the years that an all-inclusive retainer results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by staff. The end result in having the government’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm wish to truly be a part of the City of St. Pete Beach and work diligently to keep the City out of trouble and ensure the smooth running of the City without unnecessary litigation or problems.

The attorneys of our firm understand that governmental entity that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the government while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm’s belief that our best interests are inexorably tied to the best interests of our clients. **If our clients benefit, so do we!**

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Public Hearing to Adopt Emergency Ordinance 2024-09: Permitting Elevation of Nonconforming Residential Structures, and Allowing Changeouts of Nonconforming Residential Ancillary Equipment

Action Request: Motion to approve Ordinance 2024-09.

Strategic Objective: Natural disaster response

Date: October 14, 2024

Prepared By: Brandon Berry, Senior Planner

Through: Denise Sanderson

Summary of Issue: This request is to temporarily amend the Land Development Code to promote expediency in addressing widespread health, safety and welfare issues anticipated in the wake of Hurricane Helene, and pending significant local impacts from Hurricane Milton. Under the emergency ordinance provisions the subject ordinance will be in effect for only 60 days, but may be extended under similar circumstances or made permanent through the standard amendment process.

Subject Ordinance 2024-09 has two primary purposes:

1. Amend the City's provisions for nonconforming structures to align with the City's Floodplain Ordinance as it pertains to elevation of nonconforming residential structures, most recently majorly amended in 2021 (Ord. 2021-15). Due to the age of St. Pete Beach's housing stock, many structures older than 50 years are noncompliant with the flood regulations unless they were since substantially improved, and many older than 70 years are noncompliant with current setbacks. This ordinance proposes updating the elevation requirements to align with Ordinance 2021-15, requiring the living

level of structures to be raised to the design flood rather than base flood elevation. It also proposes allowing residential structures that have incurred substantial storm or other damage to be elevated in place to the design flood elevation, regardless of whether they are compliant with the current setback requirements. This permission applies only to the existing structure, not any additions or new construction that must meet current required setbacks, and applies only in cases where the structure cannot be relocated to a different portion of the lot when the elevation is undertaken.

2. Allows for equal change-outs of residential ancillary equipment that was damaged due to the storm regardless of whether it is compliant with the current setbacks. Equipment must be placed in the same location and cannot increase the encroachment into any required yard.

Funding: N/A

Attachments:

1. Ordinance 2024-09 - Markup
2. Ordinance 2024-09 - Clean

Ordinance 2024-09

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES, AND DIVISION 6 – SUPPLEMENTAL REGULATIONS SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the Land Development Code has, over time, become out of line with the Florida Building Code and City Floodplain Ordinance as it pertains to required height of elevation for residential structures, and would benefit from additional clarity on simple change-outs of existing equipment, to ensure that critical Citywide recovery proceeds in an expeditious manner.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

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

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

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

SECTION 10. Repeal. This ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

FIRST READING: _____
 PUBLISHED: _____
 SECOND READING: _____
 PUBLIC HEARING: _____

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

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Adrian Petrila, Mayor

I, Amber LaRowe, 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 _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

Sec. 3.10. - Vested rights and nonconformities.

(b) *Nonconforming structures.* Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface, height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.
- (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in (3)D. below.
- (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:
 - A. The structure shall be moved, vertically only, such that the lowest floor or bottom of the lowest horizontal structural member as applicable to the structure's flood zone is elevated no higher than six inches above the ~~base~~ required design flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances, except that minimum necessary additional height shall be allowed to provide for the construction of a garage underneath any structure which is so moved. The maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
 - B. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
 - C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure.
 - D. Residential structures considered nonconforming solely by means of setback(s) that suffer substantial damage and are required to be elevated above the floodplain, and for which the requirements of (3)A., B. and C. preceding can be met, may be permitted to elevate. At time of permitting for the elevation the applicant shall demonstrate why the structure cannot be relocated to comply with required setbacks, and make any reasonable accommodations to increase compliance with those required setbacks during

the elevation when viable. In cases where this provision is utilized, any reconstruction of or additions to the structure shall comply with all setbacks required for the structure's zoning district at time of application.

- (4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.
- (5) Ordinary repairs and maintenance may be made to a nonconforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

Sec. 6.14. Encroachment of certain specified ancillary residential equipment into required yards.

- (a) Ancillary residential equipment installed no more than two feet above grade, such as but not limited to air conditioning compressors when permitted, swimming pool and spa filters and pumps, etc. shall be allowed to encroach into any required yards up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line.
- (b) Equipment newly installed more than two feet above ~~that is not at-grade~~ shall not encroach into any required front or side yard setback.
- (c) New elevated equipment on any new or substantially improved residential structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time.
- (d) Change-outs of existing equipment shall be exempt as long as they new equipment does not encroach into any required yard to a greater extent than the existing equipment.

Ordinance 2024-09

AN EMERGENCY ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING FOR SIXTY DAYS THE CITY'S LAND DEVELOPMENT CODE DIVISION 3 – ADMINISTRATION OF THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES, AND DIVISION 6 – SUPPLEMENTAL REGULATIONS SECTION 6.14. - ENCROACHMENT OF CERTAIN SPECIFIED ANCILLARY RESIDENTIAL EQUIPMENT INTO REQUIRED YARDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City is currently in a state of emergency as declared by Executive Orders 24-208, issued September 23, 2024, and 24-214, issued October 5, 2024, as well as local Resolutions 2024-14 and 2024-16.

WHEREAS, both residential and commercial structures City-wide have sustained significant structural and nonstructural damage due to the effects of hurricanes Helene and Milton.

WHEREAS, Section 3.11 of the City Charter and Florida Statutes 166.041(3)(b) permit the City to adopt emergency ordinances in one reading without typical advertising and reading separation requirements.

WHEREAS, this Ordinance is found to be consistent with prohibitions on use of emergency ordinance powers in the aforementioned Charter and Statutes.

WHEREAS, the Land Development Code has, over time, become out of line with the Florida Building Code and City Floodplain Ordinance as it pertains to required height of elevation for residential structures, and would benefit from additional clarity on simple change-outs of existing equipment, to ensure that critical Citywide recovery proceeds in an expeditious manner.

WHEREAS, the City Commission finds these temporary amendments to be necessary to preserve and maintain the public health, safety, and welfare.

WHEREAS, this amendment shall expire upon the sixty-first day following the date of adoption, but may be extended through this procedure, or made permanent through typical Land Development Code amendment procedure at the discretion of the City Commission.

WHEREAS, this Ordinance is exempt from the requirement to prepare a business impact estimate pursuant to Florida Statute 166.041(4)(c).5. as amended through the 2024 session.

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

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

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener’s Error. The City Attorney may correct scrivener’s errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

SECTION 10. Repeal. This ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through the typical Land Development Code amendment procedure.

FIRST READING: _____
 PUBLISHED: _____
 SECOND READING: _____
 PUBLIC HEARING: _____

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

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Adrian Petrila, Mayor

I, Amber LaRowe, 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 _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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EXHIBIT A

Sec. 3.10. - Vested rights and nonconformities.

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- (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.
- (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in (3)D. below.
- (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:
 - A. The structure shall be moved, vertically only, such that the lowest floor or bottom of the lowest horizontal structural member as applicable to the structure's flood zone is elevated no higher than six inches above the required design flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances, except that minimum necessary additional height shall be allowed to provide for the construction of a garage underneath any structure which is so moved. The maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
 - B. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
 - C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure.
 - D. Residential structures considered nonconforming solely by means of setback(s) that suffer substantial damage and are required to be elevated above the floodplain, and for which the requirements of (3)A., B. and C. preceding can be met, may be permitted to elevate. At time of permitting for the elevation the applicant shall demonstrate why the structure cannot be relocated to comply with required setbacks, and make any reasonable accommodations to increase compliance with those required setbacks during

the elevation when viable. In cases where this provision is utilized, any reconstruction of or additions to the structure shall comply with all setbacks required for the structure's zoning district at time of application.

- (4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.
- (5) Ordinary repairs and maintenance may be made to a nonconforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

Sec. 6.14. Encroachment of certain specified ancillary residential equipment into required yards.

- (a) Ancillary residential equipment installed no more than two feet above grade, such as but not limited to air conditioning compressors when permitted, swimming pool and spa filters and pumps, etc. shall be allowed to encroach into any required yards up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line.
- (b) Equipment newly installed more than two feet above grade shall not encroach into any required front or side yard setback.
- (c) New elevated equipment on any new or substantially improved residential structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time.
- (d) Change-outs of existing equipment shall be exempt as long as the new equipment does not encroach into any required yard to a greater extent than the existing equipment.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Public Hearing to Adopt Ordinance 2024-06: Parking Meter and Wastewater Fees

Action Request: Motion to approve adoption of Ordinance 2024-06

Strategic Objective: Additional revenue will support City operations, amenities, and the required maintenance and improvements to the City's wastewater system.

Date: October 14, 2024

Prepared By: Andrew Laflin, Consultant - Finance Department

Through: Frances Robustelli, City Manager

Summary of Issue: During the budgeting process the City Commission expressed an interest in increasing the hourly public parking rates for weekdays by \$0.50 to \$4.50 per hour and the weekend parking rates increase rates by \$.75 to \$5.50 based on the demand of beach parking. The proposed parking revenues are expected to generate over \$500,000 per year in additional revenues.

Furthermore, during the budget process it was also determined that the wastewater fees would need to be increased as well. Wastewater fees are proposed to increase from \$44.65 to \$47.67 for the first 3,000 gallons for residential and commercial properties and from \$14.73 to \$15.73 for each additional 1,000 gallons for residential and commercial properties, an overall 6.8% increase. This increase represents an additional \$595,000 in revenue per year.

Funding: N/A

Attachments:

1. Ordinance 2024-06 Parking Rates and Wastewater Fees - with Exhibit A
2. Parking and Wastewater Business Impact Estimate - REVISED 10.02.24

Ordinance 2024-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING APPENDIX A OF THE CITY’S CODE OF ORDINANCES; IMPLEMENTING AN HOURLY PUBLIC PARKING INCREASE; IMPLEMENTING A WASTEWATER FEE INCREASE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A of the Code of Ordinances.

WHEREAS, the City Commission desires to increase the hourly public parking rates for weekdays and weekends due to the high demand of beach parking.

WHEREAS, the City’s wastewater collection system infrastructure provides public health benefits to the community.

WHEREAS, the operation of the City’s wastewater collection system infrastructure requires adequate levels of revenue to provide for maintenance, improvements, and reserves.

WHEREAS, the City Commission authorizes a wastewater service fee increase.

WHEREAS, the City Commission finds these amendments to be in the best interest of the citizens of the City of St. Pete Beach.

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

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

SECTION 2. Appendix A of the Code of Ordinance is hereby amended as illustrated in “Exhibit A”, which is attached and made a part of this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

Adrian Petrilă, Mayor

I, Amber LaRowe, 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 _____, 2024.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

EXHIBIT A

APPENDIX A FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

Description	Amount
Chapter 2. Administration	

Chapter 82. Traffic and Vehicles	
Parking decals and permits: See this MAP (link: https://cspb.maps.arcgis.com/apps/webappviewer/index.html?id=1ecace4c4f0f4aa0b2329ace6704b9b2) for detailed zones	
"B" General Resident Parking Permit - Annual - Resident or nonresident owning property within city	No cost
"2R-U" Upham Beach Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Upham Beach zone	No cost
"2R-U" Upham Beach Transferrable Parking Permit - Annual - Resident or nonresident owning property in the Upham Beach zone	20.00
"3R-B" Belle Vista Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Belle Vista zone	No cost
"3R-D" Don Cesar Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Don Cesar zone	No cost
"3R-D" Don Cesar Transferrable Parking Permit - Annual - Resident or nonresident owning property in the Don Cesar zone	20.00
"4R" Pass-A-Grille Resident Parking Permit - Annual Fixed - Resident or nonresident owning property in the Pass-A-Grille zone	No cost

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

"4R" Pass-A-Grille Transferrable Parking Permit - Annual - Resident or nonresident owning property in the Pass-A-Grille zone	20.00
"4B" Employee Permit—For businesses operated on premises only in Pass-A-Grille south of 31 st Avenue	25.00
"4B-H" Transferrable Parking Permit—For registered temporary lodging businesses in Pass-A-Grille	50.00
Lost 2R-U, 3R-D, 4R transferrable permit (hangtag)	50.00
"4B-M" Hang Tag Permit—One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	5.00 weekdays 10.00 weekends
"T" Resident Boat Trailer Permit— Annual Fixed - Resident or nonresident owning property for vehicles with attached boat trailer	75.00
"C" Hangtag permit—Public and private contractors conducting work in the city	10.00
Weekday parking meter rates for parking pay stations	4.00 <u>4.50</u> per hour
Weekend parking meter rates for parking pay stations	4.75 <u>5.50</u> per hour
Weekday parking meter rates County Park Beach Access parking pay stations	4.00 per hour
Weekend parking meter rates for County Park Beach Access parking pay stations	4.75 per hour
Parking meter rates for boat ramp parking at Egan Park and Don Boat Ramp (attached boat trailers only)	25.00 per day
Parking meter rates for designated holiday and holiday weekends	25.00 per day
Daily parking permits:	
One-day residential permit—Must provide proof of owning or residing at an address fronting a city non-metered B permit only zone	3.00 one-day permit
Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non-metered B permit only zone. Cannot be consecutive days	Up to 20 one-day permits \$3.00
Storage charge for impounded motor vehicle, per day	35.00
Annual lease of metered parking space	1,200

Words ~~stricken through~~ shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: ~~\$44.65~~ \$47.67 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: ~~\$14.73~~ \$15.73 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: ~~\$44.65~~ \$47.67 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: ~~\$14.73~~ \$15.73 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING APPENDIX A OF THE CITY'S CODE OF ORDINANCES; IMPLEMENTING AN HOURLY PUBLIC PARKING INCREASE; IMPLEMENTING A WASTEWATER FEE INCREASE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St. Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed St. Pete Beach ordinance, but the City of St. Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of St. Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance amends the City's Code of Ordinance Appendix A parking meter hourly rates at parking pay stations and residential and commercial wastewater rates. The City has experienced high demand of beach parking, whereas such increase will allow the City to continue to provide the amenities to the citizens and visitors. The City's wastewater infrastructure system provides public health benefits to the City and requires adequate levels of revenue to provide for property maintenance, improvements and reserves.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St. Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This amendment provides additional revenues for the City to support the services, facilities, and other amenities provided by the City. The commercial base rate for wastewater for the first 3,000 gallons is increasing by \$3.02 and for each 1,000 gallons, the commercial excess rate is increasing by \$1.00.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The amendment regarding wastewater fees modifies the existing fees that would apply to residential customers as well as commercial customers. All businesses within the City of St. Pete Beach that utilize water and wastewater services would be impacted by this ordinance.

4. Additional information the governing body deems useful (if any):

This amendment will result in additional revenues to support City operations, amenities, and the required maintenance and improvements to the City's wastewater system.