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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, February 26, 2013

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Ratification of the City Manager decision to pay Luke Brothers Inc. \$25,296 in FY 2012 to trim Washingtonia Palms citywide.**

- b. Authorization for the City Manager to direct Pinellas County to install potable water meters and service taps to five (5) medians on Gulf Blvd and Blind Pass Road at a cost of \$10,935.**
- c. Authorize the City Manager to enter into a planning and design services agreement with the Genesis Group.**
- d. Authorize the City Manager to enter into a planning and urban design services agreement with Kimley-Horn Associates, Inc.**
- e. Authorize the City Manager to enter into a planning and urban design services agreement with the Renaissance Planning Group.**
- f. Authorize the City Manager to enter into a planning and urban design service agreement with Michael Baker Jr., Inc.**

5. Action Items

- a. Authorization for the City Manager to accept a proposal from Michael Baker Jr., Inc. in the amount of \$125,250 to complete design engineering for Blind Pass Road from 73rd Avenue to Gulf Blvd.**

6. Ordinances

- a. Ordinance 2013-08, Final Reading and Public Hearing, amending Sections 11.3 and 34.3 of the Land Development Code, to allow Class B docks as permitted uses and structures in the RLM-2 and DCR zoning districts and amending Division 12 to move Class B docks from Section 12.4 to Section 12.3.**
- b. Ordinance 2013-09, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation to the General, Wastewater, Stormwater and Capital Project Funds for fiscal year ending September 30, 2013, providing for funding, providing for an effective date.**

7. Resolutions

- a. Resolution 2013-03, supporting Pinellas County Public Charter School – Academy by the Sea.**

8. Items for Discussion – None for this agenda

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

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

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

Issue Considered: Request to enter into an agreement with Genesis Group for planning and urban design services.

Date: February 26, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Genesis Group would be used on an 'as needed' basis and pursuant to a relevant project and mutually agreed upon scope of services. Genesis Group appropriately responded a City Request for Qualifications and was later interviewed by City staff at their office location. Staff has investigated the qualifications of this firm and recommends the City retain these services. This Agreement has been reviewed by the City Attorney.

Requested Motion: "I move to authorize the City Manager to enter into a contract with Genesis Group for 'as needed' planning and urban design services.

Attachments: Agreement

Reviewed by City Manager: MB



GENESIS GROUP

FROM VISION TO REALITY

Engineering
Landscape Architecture
Planning
Survey
GIS

3910 U.S. Highway 301 N.
Suite 140
Tampa, Florida 33619

Tel 813.620.4600
Fax 813.620.4980
www.GenesisGroup.com

June 29, 2012

Ms. Renee Cooper, CIP Construction Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: PLANNING AND URBAN DESIGN SERVICES

Dear Ms. Cooper and Selection Committee:

Natural beauty, mild climate, and a National Historic District and Structures, combined with more recent neighborhoods and businesses, come together to create the unique environment that is the City of St. Pete Beach. As a result, the City is famous as a premiere tourist destination, as well as a desirable place to live and work. The Pedestrian Improvement Project and associated Landscape Improvements demonstrate the City's commitment to improving the quality-of-life. Equally important is developing an environment that fosters economic development in this extended weak economic period. It is this private investment that is critically important to long-term prosperity of the City.

The Genesis Group (Genesis) has assembled a team of professionals who are uniquely qualified to assist the City to integrate Planning and Urban Design with Economic Development. Our team will provide the City with thoughtful and creative ideas to make the regulatory environment more conducive to business development, while preserving the unique character, history, and natural assets of the City. Genesis is excited to include the **USF – Florida Institute of Government (FIOG)** on our team. This creative group has assisted numerous mature Florida cities with successful strategies for quality-of-life and redevelopment. Combined with Genesis' experience with traditional planning and urban design, our team is uniquely positioned to address both the physical aspects of design as well as the regulatory environment required to attract growing businesses.

Jim Gilman, AICP, RLA, ISA, LEED®AP, BD+C, will act as your Project Manager. Jim has 17 years professional experience; is very familiar with St. Pete Beach; has developed a working rapport with City staff; and is able to call upon an abundance of experience to approach each task. Jim lives in St. Petersburg and is readily available on short notice for face to face meetings as needed.

Responsible Office: GGI, LLC (dba Genesis Group), 3910 U.S. Hwy. 301 N., Suite 140, Tampa, FL 33619,
Phone: (813) 620-4500, Fax: (813) 620-4980

Principal-in-Charge: Bruce T. Kaschyk, AICP, Email: bkaschyk@genesishgroup.com

Experience shows us that consistently good quality service and professional conduct held to the highest standards of integrity produce projects - and relationships - that work well and last. We look forward to working with you on your upcoming projects.

Yours to count on,

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

James S. Gilman, RLA, ISA, AICP, LEED®AP, BD+C
Senior Landscape Architect
Project Manager

Genesis

George Kinney

From: George Kinney
Sent: Wednesday, February 06, 2013 4:29 PM
To: 'Bruce T. Kaschyk, AICP'
Subject: RE: Planning Services Contract

Awesome, Thanks Bruce. Thanks for turning around so fast. I will get agreement on clarification and set it up for Commission approval. I'll let you know that date for that as soon as I get it punched into our agenda manager.

gk

-----Original Message-----

From: Bruce T. Kaschyk, AICP [<mailto:bkaschyk@genesishgroup.com>]
Sent: Wednesday, February 06, 2013 10:20 AM
To: George Kinney
Subject: Planning Services Contract

Hey George, we went through the contract and only have one minor comment as attached. It's really a point of clarification related to the monthly meetings.

Otherwise let me know how to finalize the agreement.

Thanks and talk soon

Bruce T. Kaschyk, AICP
Tampa Division Manager
bkaschyk@genesishgroup.com

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FROM VISION TO REALITY

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the manner described in this Section 4.05. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described in Section 4.05(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section 4.05(C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

SECTION 4.09. SURVIVAL. All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in section 95.11, Florida Statutes, or its statutory successor in function.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. DESIGNATION OF the CITY REPRESENTATIVE.

(A) the CITY shall designate in writing a the CITY Representative to act on its behalf with respect to the services to be rendered under this Agreement. The CONSULTANT shall be entitled to rely upon any written notice of change of the designated the CITY Representative.

(B) The CONSULTANT and the CITY Representative shall meet at least monthly during the term of this Agreement, together with such other persons as the CITY may designate, to discuss issues related to services provided by the

UPON EXECUTION of TASK ORDER

**CONSULTING AGREEMENT
FOR
PLANNING SERVICES**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement"), is made and entered into as of this ____ day of ____, 2013, by and between THE CITY OF ST. PETE BEACH, a municipal corporation (the "CITY") and GENESIS GROUP, a State of Florida corporation (the "CONSULTANT").

WITNESSETH:

WHEREAS, the CONSULTANT is in the business of providing planning services as outlined in the RFP and response to RFP, attached hereto as Exhibit "A".

WHEREAS, the CONSULTANT and the CITY intend to enter into this Agreement to provide for planning services to be provided by the CONSULTANT upon direction from the CITY and as outlined in a Scope of Services to be subsequently executed and delivered by the CONSULTANT and CITY, from time to time ("Services") as specified in 3.01 of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01 REPRESENTATIONS AND WARRANTIES.

(A) As an inducement to the CONSULTANT to execute this Agreement and perform its obligations hereunder, the CITY makes the following representations and warranties:

(1) the CITY is duly organized, validly existing and in good standing as a legal entity and public body created by Florida law. As such, the CITY has the requisite power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the CITY. This Agreement constitutes a valid and legally binding obligation of the CITY, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the CITY nor the consummation by the CITY of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or

provisions of any agreement or instrument to which the CITY is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the CITY's knowledge, threatened against or affecting the CITY at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CITY is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

(B) As an inducement to the CITY to execute this Agreement and perform its obligations hereunder, the CONSULTANT makes the following representations and warranties:

(1) The CONSULTANT is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is authorized to do business in the State of Florida with all requisite corporate power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The CONSULTANT possesses the qualifications and experience as outlined in Exhibit A.

(3) The execution and delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the CONSULTANT. This agreement constitutes a valid and legally binding obligation of the CONSULTANT, enforceable in accordance with its terms and conditions.

(4) Neither the execution and delivery of this Agreement by the CONSULTANT nor the consummation by the CONSULTANT of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the CONSULTANT is now a party, or constitute a default thereunder.

(5) There is no action, suit, investigation or proceeding pending or, to the CONSULTANT's knowledge, threatened against or affecting the CONSULTANT at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CONSULTANT is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.03. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference. In the event of a conflict between the terms of this Agreement or appendices, amendments and supplements to this Agreement, the terms of this Agreement shall apply.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

GENERAL

SECTION 2.01. CONSULTANT'S RESPONSIBILITY. Except as otherwise specified elsewhere herein, the CONSULTANT shall provide required personnel, and associated wages, salaries and benefits, services, and materials necessary to perform the Services provided for herein.

SECTION 2.02. CONSULTANT STAFFING.

(A) To fulfill its obligations under this Agreement, the CONSULTANT shall provide staff at in such number and for such duration as required to perform its obligations under this Agreement.

(B) The CONSULTANT acknowledges and agrees that personnel providing services to the CITY shall be supported as and whenever necessary by the depth of the CONSULTANT's extensive network of equipment and employees throughout the

country through CONSULTANT's Affiliates.

(C) The CONSULTANT shall not unlawfully discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, ancestry, or disabled veteran status, nor commit any other unlawful or unfair employment practice and shall comply with federal, state or local law. The CONSULTANT shall take affirmative steps to ensure that applicants are considered for employment and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disabled veteran status. Such affirmative steps shall apply to, but not be limited to, the following: hiring, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(D) The CONSULTANT's professional personnel who shall be assigned to the project shall be as set forth in the Scope of Services for each phrase of the project, as designated therein.

SECTION 2.05. SUBCONTRACTING.

(A) The CONSULTANT shall not subcontract services or work included in this Agreement except as may be agreed by City and Consultant and duly represented in the Scope of Work.

ARTICLE III

CONSULTANT'S SERVICES

SECTION 3.01 AUTHORIZATION OF WORK

(A) All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

(1) Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY.

(2) The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement, except as to

the specific projects to which such additional instructions or provisions pertain. CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

SECTION 3.02 PAYMENT FOR SERVICES

(A) The CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in each Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

- (1) A mutually agreed upon lump sum;
- (2) At the hourly rates set forth in the attached Scope of Services;
- (3) On a cost multiplier method based on direct salary costs times a factor to be determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs and profit allowance; or
- (4) Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

(B) Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

- (1) Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available. Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

(C) All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in

proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

(D) CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement

SECTION 3.03 CONFIDENTIALITY

(A) The CONSULTANT shall abide by applicable provisions of the Florida Public Records Law and protect the CITY's confidentiality when legally required.

ARTICLE IV

TERM AND TERMINATION

SECTION 4.01. TERM OF AGREEMENT.

The Initial Term of the contract shall be three (3) years and shall begin on the 1st day of March, 2013 and end on the 28th day of February, 2016, unless terminated earlier as provided in this Agreement.

The CITY shall have the option to renew the terms of the Agreement for additional terms of twelve (12) months each for a maximum of two (2) times by providing notice on or before the end of the Initial Term.

SECTION 4.03. DEFAULT.

(A) An event of default occurs if there is a persistent, repeated, or substantial failure or refusal by either the CITY or the CONSULTANT to substantially fulfill any of its material obligations in accordance with this Agreement, provided, however, that no such event shall constitute a default unless and until:

(1) the non-defaulting party has given written notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(2) the defaulting party either has not corrected such default, or has not initiated reasonable steps expeditiously to correct such default within five (5) days from the date of such written notice.

(B) The events by which the CONSULTANT shall be deemed to have failed

to fulfill a material obligation of this Agreement shall include, by way of example and not limitation, the following:

(1) the repeated, persistent or substantial failure of the CONSULTANT to comply with a material provision of Applicable Law, whether willfully or negligently;

(2) after notifying the CONSULTANT in accordance with Section 5.12 and providing 10 day advance written notice to review books or records., the failure to permit the CITY, a the CITY Representative, any of their representatives or agents or any regulatory authority representative to inspect the Utility, materials, permits, books or records used by CONSULTANT in accordance with this Agreement;

(3) the repeated, persistent or substantial breach of any material covenant, condition or warranty in this Agreement or the making any representation in this Agreement that is materially untrue at the time of its making;

(C) Each of the following also shall be deemed an event of default: (1) written admission by a party that it is bankrupt; (2) filing by a party of a voluntary petition for bankruptcy; (3) consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; (4) the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) of all or a substantial portion of a party's property or business; (5) becoming insolvent; or (6) final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

SECTION 4.04. OBLIGATIONS EXCUSED.

(A) Notwithstanding any other provision in this Agreement, neither the CITY nor the CONSULTANT shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance.

(B) As a condition precedent to the right to claim excuse of performance, the party experiencing an Uncontrollable Circumstance shall:

(1) promptly notify the other party verbally; and

(2) as soon as practical, but in no event more than five (5) Business Days thereafter, prepare and deliver to the other party a notice with a written description of (a) the commencement of the Uncontrollable Circumstance; (b) its estimated duration and cost impact, if any, on the party's obligations under this Agreement; and (c) its estimated impact other than cost impact, if any, on the party's obligations under this Agreement.

SECTION 4.05. DISPUTE RESOLUTION.

(A) Notwithstanding any other provision in this Agreement, the parties agree to resolve any dispute related to the interpretation or performance of this Agreement in

the manner described in this Section 4.05. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described in Section 4.05(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section 4.05(C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

SECTION 4.09. SURVIVAL. All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in section 95.11, Florida Statutes, or its statutory successor in function.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. DESIGNATION OF the CITY REPRESENTATIVE.

(A) the CITY shall designate in writing a the CITY Representative to act on its behalf with respect to the services to be rendered under this Agreement. The CONSULTANT shall be entitled to rely upon any written notice of change of the designated the CITY Representative.

(B) Upon execution of a task order, The CONSULTANT and the CITY Representative shall meet at least monthly during the term of this Agreement, together with such other persons as the CITY may designate, to discuss issues related to

services provided by the CONSULTANT under this Agreement, and other issues identified by the CITY Representative or the CONSULTANT.

(C) the CITY Representative shall have the following responsibilities:

(1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for all services and work provided and performed in accordance with this Agreement.

(2) Provide all criteria and information requested by the CONSULTANT as to the requirements of the CITY for the services.

(3) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services rendered by the CONSULTANT under this Agreement.

(D) the CITY Representative is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way:

(1) the scope of the services to be provided and performed by the CONSULTANT under this Agreement;

(2) the time the CONSULTANT is obligated to commence and complete all services; or

(3) the amount of compensation the CITY is obligated or committed to pay the CONSULTANT under this Agreement.

SECTION 5.02. MANNER OF PERFORMANCE.

(A) The CONSULTANT is, and shall be, in the performance of all services, an independent CONSULTANT, and not an employee or agent of the CITY. All persons engaged in the performance or provision of services shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over all the means and manner in which it and its employees perform or provide the services.

(B) The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Personnel of the CONSULTANT shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel or employee of the CONSULTANT be entitled to any benefits of the CITY including, by way of example and not limitation, pension, health and worker's compensation benefits.

(C) All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel, employees and subcontractors engaged in performing the services shall be fully qualified and, if

required, authorized or permitted under state and local law to perform the services undertaken.

(D) The CONSULTANT is responsible for checking its employees for proof of a valid Florida driver's license and insurance a minimum of twice annually in those cases where personal vehicles are used to perform services.

SECTION 5.03. AUTHORITY TO PERFORM.

The CONSULTANT shall continuously maintain all permits, licenses and approvals required under the Applicable Law to provide the services. Proof of all such permits, licenses and approvals shall be submitted to the CITY Representative at least annually and upon request.

SECTION 5.04. ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the services and all Additional Services for at least two (2) years after the termination of this Agreement. the CITY or their contracted representatives shall have access to such books, records and documents as required for the purpose of inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by CONSULTANT at a place of business of the CONSULTANT within the State of Florida. Toho shall provide the CONSULTANT with 10 days advance written notice prior to reviewing books or documents. The CONSULTANT shall be subject to an annual independent financial audit with respect to Additional Services provided pursuant to this Agreement and a performance audit relating to its performance and provision of the services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the CITY.

SECTION 5.05. GENERAL INSURANCE REQUIREMENTS AND LIABILITY.

(A) CONSULTANT warrants that the services shall be carefully, skillfully and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

(B) Throughout the term of this Agreement and until the completion of all construction of the project, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an

amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

SECTION 5.06. NOTICE OF CLAIMS.

Within twenty-four (24) hours of CONSULTANT becoming aware of its occurrence, the CONSULTANT shall notify in writing the the CITY Representative of all incidents, events or injuries which the CONSULTANT reasonably believes may result in a claim of ten thousand dollars (\$10,000.00) or more, arising out of the CONSULTANT's performance under this Agreement, including, but not limited to, claims relating to workplace injuries. The obligation of the CONSULTANT to provide notice to the the CITY under this Section 5.07 is subject to any confidentiality agreement relating to any claim. All notices required under this Section 5.07 shall be provided promptly and in no event more than forty eight (48) hours after the CONSULTANT learns of same.

SECTION 5.07. INDEMNIFICATION AND LIMIT OF LIABILITY.

(A) In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission or infringement of a third-party patent, license or other intellectual property by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The CITY's obligation to indemnify CONSULTANT pursuant to this Article V is limited by the CITY's right to sovereign immunity, which right is expressly not waived by the CITY, and to the indemnification limitations provided in section 768.28, Florida Statutes.

SECTION 5.08. MODIFICATION OF SCOPE OF SERVICES.

(A) The CITY shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of the contemplated change, the CONSULTANT shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any changes in work schedules, (3) advise the CITY if the contemplated change shall affect the CONSULTANT's ability to perform or provide the services in a manner consistent with the requirements and

performance standards incorporated into this Agreement, and (4) advise the CITY if the contemplated change is within the capabilities of the CONSULTANT. Notwithstanding the foregoing, it is not the intent of this Section to allow the CITY to reduce CONSULTANT's scope of service and either hire third party contractors to perform same or perform same with its own resources.

(B) If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the services affected by the contemplated change, pending the CITY's decision whether to proceed with the change.

(C) If the CITY elects to make a change in this Agreement, the CITY shall initiate an amendment to this Agreement, and the CONSULTANT shall not commence work on any such change until such written amendment is agreed to and signed by the CONSULTANT and the CITY Representative.

(D) Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

(E) The CITY may suspend, cancel or abandon any part or phase of the project described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

SECTION 5.9. CONFLICTS.

(A) The CONSULTANT represents that neither CONSULTANT nor any of CONSULTANT's Affiliates has any interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or provision of the services. The CONSULTANT shall promptly notify the CITY Representative of all potential conflicts of interest of CONSULTANT or any of CONSULTANT's Affiliates for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or the quality of the services to be provided under this Agreement. Such notification shall be in writing and identify the prospective business association, interest or circumstance, the nature of the work the CONSULTANT may undertake and request a determination from the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT or any of CONSULTANT's Affiliates.

(B) the CITY shall respond to the CONSULTANT in writing within thirty (30) days of receipt of the notice by the CONSULTANT of an actual or potential conflict of interest. If the CITY determines the prospective business association, interest or circumstance does not appear to constitute a conflict of interest by the CONSULTANT's Affiliates, the CITY shall so state in the response and the CONSULTANT may, at its

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided by the CONSULTANT.

SECTION 5.10. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Pinellas County, Florida.

SECTION 5.11. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the CITY:

The City of St. Pete Beach
155 Corey Avenue
St. Petersburg, Florida 33701
Attention: George Kinney

With a copy to:

Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602
Attention: Michael S. Davis, Esq.

To CONSULTANT:

Genesis Group
3910 US Highway 301 North, Suite 140
Tampa, Florida 33619
Attention: Bruce T. Kaschyk, AICP

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by facsimile transmission or other electronic means or five (5) days after the date mailed.

SECTION 5.12. MEDIA RELATIONS.

The CONSULTANT shall consult with and receive the CITY's approval prior to (1) responding to inquiries from the media or (2) initiating contact with the media, in either case, regarding the rendition of services. CONSULTANT also shall not issue news releases at any time or of any kind, in writing or orally, pertaining to this Agreement or the rendition of services hereunder without, in each instance, the prior approval of the CITY through its representative. The Company shall not use the name or logo of the CITY, its member jurisdictions, the Utility Facilities, Contractors or Board members in any advertising, brochures, public relations documents or news releases without prior written consent of the CITY through its representative; provided, however, CONSULTANT may use or furnish the CITY's name, address and telephone number as a client reference.

SECTION 5.13. ASSIGNMENT.

(A) The CONSULTANT shall not have the right to assign any of its rights, duties or obligations under this Agreement.

(B) A transfer of a majority of the outstanding stock of the CONSULTANT to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the CITY under this Section 5.14 unless such transfer of outstanding stock of the CONSULTANT is to an affiliated company of the CONSULTANT in which event consent shall not be required under this Section 5.14.

(C) the CITY reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. the CITY shall provide the CONSULTANT with prior notice of such assignment.

SECTION 5.14. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause or CONSULTANT's services reduced in scope at any time without cause upon thirty (30) days notice to CONSULTANT. Should the scope of service be reduced, the compensation due to CONSULTANT will be reduced accordingly.

SECTION 5.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. CONSULTANT shall obtain written consent of the Guarantor for any modification. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 5.16. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not

effect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 5.17. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto, is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the CITY shall provide the CONSULTANT three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the CITY and the CONSULTANT, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be duly executed and entered into on the date first above written.

Consultant

CITY OF ST. PETE BEACH, FLORIDA

BY _____

BY _____
CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

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

Issue Considered: Request to enter into an agreement with Kimley-Horn and Associates, Inc. for planning and urban design services.

Date: February 26, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Kimley-Horn and Associates would be used on an 'as needed' basis and pursuant to a relevant project and mutually agreed upon scope of services. Kimley-Horn appropriately responded a City Request for Qualifications and was later interviewed by City staff at their office location. Staff has investigated the qualifications of this firm and recommends the City retain these services. This Agreement has been reviewed by the City Attorney.

Requested Motion: “I move to authorize the City Manager to enter into a contract with Kimley-Horn and Associates, Inc. for ‘as needed’ planning and urban design services.

Attachments: Agreement

Reviewed by City Manager: MB



CITY OF ST. PETE BEACH, FLORIDA

PLANNING AND URBAN DESIGN SERVICES

June 29, 2012

Kimley-Horn and Associates, Inc.
655 North Franklin Street
Suite 150
Tampa, FL 33602
Tel. (813) 620-1460
Contact: Clarence Eng, AICP
email: clarence.eng@kimley-horn.com



Kimley-Horn
and Associates, Inc.

1. Letter of Interest

June 29, 2012

City Clerk's Office
City of St. Pete Beach
155 Core Avenue
St. Pete Beach, FL 33706

 **Kimley-Horn
and Associates, Inc.**
655 North Franklin Street
Suite 150
Tampa, FL 33602
Tel. (813) 620-1460

Re: City of St. Pete Beach Planning and Urban Design Services

Dear Selection Committee Members:

Kimley-Horn and Associates, Inc. (KHA) is pleased to submit our qualifications to provide planning and urban design services to the City of St. Pete Beach. With 45 years of experience serving Florida municipal clients and 30 years in the Tampa Bay area, we offer unmatched service, personal responsiveness, and local knowledge. KHA offers a full-service, talented team of professionals with an excellent track record of effectively partnering with communities to provide practical and lasting solutions to all their planning, design, and implementation needs.

Local Presence and Depth of Resources. KHA's three Tampa Bay area offices with more than 60 local planning, urban design, economic development, environmental, and engineering experts and team of 400 Florida-based professionals are ready to serve you. We bring extensive experience with coastal community planning, redevelopment, and economic strategies. As one of the few local firms that continues to grow in our current economic times, KHA's resources and financial stability coupled with our focus on on-time, quality project delivery provides significant advantages over our competitors. KHA is organized as one profit center, so we can you provide full access to all our team experts completely unimpeded.

Ability to Provide Required Services. We are a full-service planning, design, and engineering consulting firm offering services including economic development, policy planning, multimodal transportation planning, modeling, specialized planning studies, impact fees, land development regulations, form-based codes, design standards and studies, and public involvement. Our urban design and landscape architecture services include coastal restoration, parks and open space, main streets, streetscapes, and sustainability planning.

KHA has worked as an extension of local government staff through on continuing services contracts. Our team is composed of former growth management and planning directors, a former city manager, senior staff level planners, grants professionals, registered landscape architects, LEED®-accredited professionals, environmental scientists, and certified arborists who understand the issues facing the City.

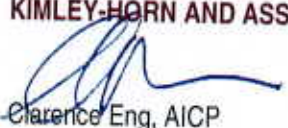
Delivering Products that Reinforce Sound Planning Principles. KHA helps fit the pieces of the planning and growth management puzzle together combining design, investment, and policy. We continue to be at the forefront of the recent changes to the State's growth management laws and thoroughly understand the changes and challenges faced by municipalities through local implementation. While we have increasingly seen that the nature of comprehensive plans, development codes, corridor studies and enhancement plans, and urban designs makes it difficult to recognize "good planning and design," we are committed to developing plans and development solutions based on defensible data and clear technical and consensus-building strategies.

Economic Development and Community Sustainability. KHA is a teaming resource that will work to develop unique project opportunities for enhancing the City's main street, roadways, streetscapes, parks, gateways, and neighborhoods. We understand how to build value in our communities and are focused on implementing community sustainability solutions balancing tourism and neighborhood concerns. Our team is experienced in helping leverage investments for small business districts, revitalize commercial and waterfront areas, define community marketing strategies, and improve livability through design.

Committed to Your Success. KHA's commitment to quality is more than a good intention—it is ingrained in our culture and is a key element in our project management plans. All deliverables are peer-reviewed by an independent KHA partner outside the immediate project team. We achieve quality by striving to improve one project at a time and regularly engage our clients in dialogue to help us understand how we can improve our service to them. This, in turn, improves our processes and ultimately our deliverables. We know that quality service is tied to dependable, responsive staff that is easily accessible. As represented by our long-standing service to our other Pinellas County clients, our Tampa office greatly enhances our ability to respond quickly to City requests and meet tight deadlines. The City of St. Pete Beach can count on KHA to provide uncompromising quality, project innovation, and timely deliverables for all of your projects.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


Clarence Eng, AICP

Project Manager

clarence.eng@kimley-horn.com

Kimley - Horn

George Kinney

From: George Kinney
Sent: Thursday, February 07, 2013 9:42 AM
To: 'Clarence.Eng@kimley-horn.com'
Subject: RE: contract

Awesome. Thanks Clarence. I will submit it to agenda manager and let you the know the date it will be set for.

gk

From: Clarence.Eng@kimley-horn.com [<mailto:Clarence.Eng@kimley-horn.com>]
Sent: Thursday, February 07, 2013 9:19 AM
To: George Kinney
Subject: RE: contract

George,

Our contract folks have reviewed the proposed contract and do not have any revisions. We are good to go on this side. Let me know if there is anything else you need to get it moved to the City Commission. Thanks!

Clarence



Kimley-Horn
and Associates, Inc.

.....
Clarence Eng, AICP

Direct: 813.635.5586 • Mobile: 301.367.1130
Email: clarence.eng@kimley-horn.com

From: George Kinney [<mailto:CDDirector@stpetebeach.org>]
Sent: Monday, February 04, 2013 9:39 AM
To: Eng, Clarence
Subject: contract

Good morning Clarence,

Thanks for coming in the other day to talk about historic commission work. Looking forward to working with you all. One thing I failed to mention at that meeting was the desire of the Corey Avenue Business Association to look at the feasibility of the Florida "Main Street Program". I do not have the resources to look into this type of opportunity for them nor the expertise to write a possible grant application. Is this something your organization could help out with?

Additionally, I have received the Planning Services contract back from the City Attorney. It is attached for your review and comment. Once agreed upon, I will put it forward to the City Commission for adoption. Many thanks.

George Kinney, AICP
City of St. Pete Beach, Florida

**CONSULTING AGREEMENT
FOR
PLANNING SERVICES**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement"), is made and entered into as of this ____ day of ____, 2013, by and between THE CITY OF ST. PETE BEACH, a municipal corporation (the "CITY") and KIMLEY-HORN AND ASSOCIATES, INC., a State of Florida corporation (the "CONSULTANT").

WITNESSETH:

WHEREAS, the CONSULTANT is in the business of providing planning services as outlined in the RFP and response to RFP, attached hereto as Exhibit "A".

WHEREAS, the CONSULTANT and the CITY intend to enter into this Agreement to provide for planning services to be provided by the CONSULTANT upon direction from the CITY and as outlined in a Scope of Services to be subsequently executed and delivered by the CONSULTANT and CITY, from time to time ("Services") as specified in 3.01 of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01 REPRESENTATIONS AND WARRANTIES.

(A) As an inducement to the CONSULTANT to execute this Agreement and perform its obligations hereunder, the CITY makes the following representations and warranties:

(1) the CITY is duly organized, validly existing and in good standing as a legal entity and public body created by Florida law. As such, the CITY has the requisite power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the CITY. This Agreement constitutes a valid and legally binding obligation of the CITY, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the CITY nor the consummation by the CITY of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or

provisions of any agreement or instrument to which the CITY is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the CITY's knowledge, threatened against or affecting the CITY at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CITY is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

(B) As an inducement to the CITY to execute this Agreement and perform its obligations hereunder, the CONSULTANT makes the following representations and warranties:

(1) The CONSULTANT is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is authorized to do business in the State of Florida with all requisite corporate power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The CONSULTANT possesses the qualifications and experience as outlined in Exhibit A.

(3) The execution and delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the CONSULTANT. This agreement constitutes a valid and legally binding obligation of the CONSULTANT, enforceable in accordance with its terms and conditions.

(4) Neither the execution and delivery of this Agreement by the CONSULTANT nor the consummation by the CONSULTANT of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the CONSULTANT is now a party, or constitute a default thereunder.

(5) There is no action, suit, investigation or proceeding pending or, to the CONSULTANT's knowledge, threatened against or affecting the CONSULTANT at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CONSULTANT is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.03. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference. In the event of a conflict between the terms of this Agreement or appendices, amendments and supplements to this Agreement, the terms of this Agreement shall apply.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

GENERAL

SECTION 2.01. CONSULTANT'S RESPONSIBILITY. Except as otherwise specified elsewhere herein, the CONSULTANT shall provide required personnel, and associated wages, salaries and benefits, services, and materials necessary to perform the Services provided for herein.

SECTION 2.02. CONSULTANT STAFFING.

(A) To fulfill its obligations under this Agreement, the CONSULTANT shall provide staff at in such number and for such duration as required to perform its obligations under this Agreement.

(B) The CONSULTANT acknowledges and agrees that personnel providing services to the CITY shall be supported as and whenever necessary by the depth of the CONSULTANT's extensive network of equipment and employees throughout the

country through CONSULTANT's Affiliates.

(C) The CONSULTANT shall not unlawfully discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, ancestry, or disabled veteran status, nor commit any other unlawful or unfair employment practice and shall comply with federal, state or local law. The CONSULTANT shall take affirmative steps to ensure that applicants are considered for employment and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disabled veteran status. Such affirmative steps shall apply to, but not be limited to, the following: hiring, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(D) The CONSULTANT's professional personnel who shall be assigned to the project shall be as set forth in the Scope of Services for each phrase of the project, as designated therein.

SECTION 2.05. SUBCONTRACTING.

(A) The CONSULTANT shall not subcontract services or work included in this Agreement except as may be agreed by City and Consultant and duly represented in the Scope of Work.

ARTICLE III

CONSULTANT'S SERVICES

SECTION 3.01 AUTHORIZATION OF WORK

(A) All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

(1) Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY.

(2) The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement, except as to

the specific projects to which such additional instructions or provisions pertain. CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

SECTION 3.02 PAYMENT FOR SERVICES

(A) The CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in each Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

- (1) A mutually agreed upon lump sum;
- (2) At the hourly rates set forth in the attached Scope of Services;
- (3) On a cost multiplier method based on direct salary costs times a factor to be determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs and profit allowance; or
- (4) Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

(B) Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

- (1) Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available. Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

(C) All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in

proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

(D) CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement

SECTION 3.03 CONFIDENTIALITY

(A) The CONSULTANT shall abide by applicable provisions of the Florida Public Records Law and protect the CITY's confidentiality when legally required.

ARTICLE IV

TERM AND TERMINATION

SECTION 4.01. TERM OF AGREEMENT.

The Initial Term of the contract shall be three (3) years and shall begin on the 1st day of March, 2013 and end on the 28th day of February, 2016, unless terminated earlier as provided in this Agreement.

The CITY shall have the option to renew the terms of the Agreement for additional terms of twelve (12) months each for a maximum of two (2) times by providing notice on or before the end of the Initial Term.

SECTION 4.03. DEFAULT.

(A) An event of default occurs if there is a persistent, repeated, or substantial failure or refusal by either the CITY or the CONSULTANT to substantially fulfill any of its material obligations in accordance with this Agreement, provided, however, that no such event shall constitute a default unless and until:

(1) the non-defaulting party has given written notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(2) the defaulting party either has not corrected such default, or has not initiated reasonable steps expeditiously to correct such default within five (5) days from the date of such written notice.

(B) The events by which the CONSULTANT shall be deemed to have failed

to fulfill a material obligation of this Agreement shall include, by way of example and not limitation, the following:

(1) the repeated, persistent or substantial failure of the CONSULTANT to comply with a material provision of Applicable Law, whether willfully or negligently;

(2) after notifying the CONSULTANT in accordance with Section 5.12 and providing 10 day advance written notice to review books or records., the failure to permit the CITY, a the CITY Representative, any of their representatives or agents or any regulatory authority representative to inspect the Utility, materials, permits, books or records used by CONSULTANT in accordance with this Agreement;

(3) the repeated, persistent or substantial breach of any material covenant, condition or warranty in this Agreement or the making any representation in this Agreement that is materially untrue at the time of its making;

(C) Each of the following also shall be deemed an event of default: (1) written admission by a party that it is bankrupt; (2) filing by a party of a voluntary petition for bankruptcy; (3) consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; (4) the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) of all or a substantial portion of a party's property or business; (5) becoming insolvent; or (6) final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

SECTION 4.04. OBLIGATIONS EXCUSED.

(A) Notwithstanding any other provision in this Agreement, neither the CITY nor the CONSULTANT shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance.

(B) As a condition precedent to the right to claim excuse of performance, the party experiencing an Uncontrollable Circumstance shall:

(1) promptly notify the other party verbally; and

(2) as soon as practical, but in no event more than five (5) Business Days thereafter, prepare and deliver to the other party a notice with a written description of (a) the commencement of the Uncontrollable Circumstance; (b) its estimated duration and cost impact, if any, on the party's obligations under this Agreement; and (c) its estimated impact other than cost impact, if any, on the party's obligations under this Agreement.

SECTION 4.05. DISPUTE RESOLUTION.

(A) Notwithstanding any other provision in this Agreement, the parties agree to resolve any dispute related to the interpretation or performance of this Agreement in

the manner described in this Section 4.05. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described in Section 4.05(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section 4.05(C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

SECTION 4.09. SURVIVAL. All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in section 95.11, Florida Statutes, or its statutory successor in function.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. DESIGNATION OF the CITY REPRESENTATIVE.

(A) the CITY shall designate in writing a the CITY Representative to act on its behalf with respect to the services to be rendered under this Agreement. The CONSULTANT shall be entitled to rely upon any written notice of change of the designated the CITY Representative.

(B) Upon execution of a task order, The CONSULTANT and the CITY Representative shall meet at least monthly during the term of this Agreement, together with such other persons as the CITY may designate, to discuss issues related to

services provided by the CONSULTANT under this Agreement, and other issues identified by the CITY Representative or the CONSULTANT.

(C) the CITY Representative shall have the following responsibilities:

(1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for all services and work provided and performed in accordance with this Agreement.

(2) Provide all criteria and information requested by the CONSULTANT as to the requirements of the CITY for the services.

(3) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services rendered by the CONSULTANT under this Agreement.

(D) the CITY Representative is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way:

(1) the scope of the services to be provided and performed by the CONSULTANT under this Agreement;

(2) the time the CONSULTANT is obligated to commence and complete all services; or

(3) the amount of compensation the CITY is obligated or committed to pay the CONSULTANT under this Agreement.

SECTION 5.02. MANNER OF PERFORMANCE.

(A) The CONSULTANT is, and shall be, in the performance of all services, an independent CONSULTANT, and not an employee or agent of the CITY. All persons engaged in the performance or provision of services shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over all the means and manner in which it and its employees perform or provide the services.

(B) The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Personnel of the CONSULTANT shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel or employee of the CONSULTANT be entitled to any benefits of the CITY including, by way of example and not limitation, pension, health and worker's compensation benefits.

(C) All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel, employees and subcontractors engaged in performing the services shall be fully qualified and, if

required, authorized or permitted under state and local law to perform the services undertaken.

(D) The CONSULTANT is responsible for checking its employees for proof of a valid Florida driver's license and insurance a minimum of twice annually in those cases where personal vehicles are used to perform services.

SECTION 5.03. AUTHORITY TO PERFORM.

The CONSULTANT shall continuously maintain all permits, licenses and approvals required under the Applicable Law to provide the services. Proof of all such permits, licenses and approvals shall be submitted to the CITY Representative at least annually and upon request.

SECTION 5.04. ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the services and all Additional Services for at least two (2) years after the termination of this Agreement. the CITY or their contracted representatives shall have access to such books, records and documents as required for the purpose of inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by CONSULTANT at a place of business of the CONSULTANT within the State of Florida. Toho shall provide the CONSULTANT with 10 days advance written notice prior to reviewing books or documents. The CONSULTANT shall be subject to an annual independent financial audit with respect to Additional Services provided pursuant to this Agreement and a performance audit relating to its performance and provision of the services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the CITY.

SECTION 5.05. GENERAL INSURANCE REQUIREMENTS AND LIABILITY.

(A) CONSULTANT warrants that the services shall be carefully, skillfully and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

(B) Throughout the term of this Agreement and until the completion of all construction of the project, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an

amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

SECTION 5.06. NOTICE OF CLAIMS.

Within twenty-four (24) hours of CONSULTANT becoming aware of its occurrence, the CONSULTANT shall notify in writing the the CITY Representative of all incidents, events or injuries which the CONSULTANT reasonably believes may result in a claim of ten thousand dollars (\$10,000.00) or more, arising out of the CONSULTANT's performance under this Agreement, including, but not limited to, claims relating to workplace injuries. The obligation of the CONSULTANT to provide notice to the the CITY under this Section 5.07 is subject to any confidentiality agreement relating to any claim. All notices required under this Section 5.07 shall be provided promptly and in no event more than forty eight (48) hours after the CONSULTANT learns of same.

SECTION 5.07. INDEMNIFICATION AND LIMIT OF LIABILITY.

(A) In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission or infringement of a third-party patent, license or other intellectual property by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The CITY's obligation to indemnify CONSULTANT pursuant to this Article V is limited by the CITY's right to sovereign immunity, which right is expressly not waived by the CITY, and to the indemnification limitations provided in section 768.28, Florida Statutes.

SECTION 5.08. MODIFICATION OF SCOPE OF SERVICES.

(A) The CITY shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of the contemplated change, the CONSULTANT shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any changes in work schedules, (3) advise the CITY if the contemplated change shall affect the CONSULTANT's ability to perform or provide the services in a manner consistent with the requirements and

performance standards incorporated into this Agreement, and (4) advise the CITY if the contemplated change is within the capabilities of the CONSULTANT. Notwithstanding the foregoing, it is not the intent of this Section to allow the CITY to reduce CONSULTANT's scope of service and either hire third party contractors to perform same or perform same with its own resources.

(B) If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the services affected by the contemplated change, pending the CITY's decision whether to proceed with the change.

(C) If the CITY elects to make a change in this Agreement, the CITY shall initiate an amendment to this Agreement, and the CONSULTANT shall not commence work on any such change until such written amendment is agreed to and signed by the CONSULTANT and the CITY Representative.

(D) Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

(E) The CITY may suspend, cancel or abandon any part or phase of the project described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

SECTION 5.9. CONFLICTS.

(A) The CONSULTANT represents that neither CONSULTANT nor any of CONSULTANT's Affiliates has any interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or provision of the services. The CONSULTANT shall promptly notify the CITY Representative of all potential conflicts of interest of CONSULTANT or any of CONSULTANT's Affiliates for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or the quality of the services to be provided under this Agreement. Such notification shall be in writing and identify the prospective business association, interest or circumstance, the nature of the work the CONSULTANT may undertake and request a determination from the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT or any of CONSULTANT's Affiliates.

(B) the CITY shall respond to the CONSULTANT in writing within thirty (30) days of receipt of the notice by the CONSULTANT of an actual or potential conflict of interest. If the CITY determines the prospective business association, interest or circumstance does not appear to constitute a conflict of interest by the CONSULTANT's Affiliates, the CITY shall so state in the response and the CONSULTANT may, at its

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided by the CONSULTANT.

SECTION 5.10. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Pinellas County, Florida.

SECTION 5.11. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the CITY:

The City of St. Pete Beach
155 Corey Avenue
St. Petersburg, Florida 33701
Attention: George Kinney

With a copy to:

Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602
Attention: Michael S. Davis, Esq.

To CONSULTANT:

Kimley-Horn and Associates, Inc.
655 North Franklin Street, Suite 150
Tampa, Florida 33602
Attention: Clarence Eng, AICP

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by facsimile transmission or other electronic means or five (5) days after the date mailed.

SECTION 5.12. MEDIA RELATIONS.

The CONSULTANT shall consult with and receive the CITY's approval prior to (1) responding to inquiries from the media or (2) initiating contact with the media, in either case, regarding the rendition of services. CONSULTANT also shall not issue news releases at any time or of any kind, in writing or orally, pertaining to this Agreement or the rendition of services hereunder without, in each instance, the prior approval of the CITY through its representative. The Company shall not use the name or logo of the CITY, its member jurisdictions, the Utility Facilities, Contractors or Board members in any advertising, brochures, public relations documents or news releases without prior written consent of the CITY through its representative; provided, however, CONSULTANT may use or furnish the CITY's name, address and telephone number as a client reference.

SECTION 5.13. ASSIGNMENT.

(A) The CONSULTANT shall not have the right to assign any of its rights, duties or obligations under this Agreement.

(B) A transfer of a majority of the outstanding stock of the CONSULTANT to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the CITY under this Section 5.14 unless such transfer of outstanding stock of the CONSULTANT is to an affiliated company of the CONSULTANT in which event consent shall not be required under this Section 5.14.

(C) the CITY reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. the CITY shall provide the CONSULTANT with prior notice of such assignment.

SECTION 5.14. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause or CONSULTANT's services reduced in scope at any time without cause upon thirty (30) days notice to CONSULTANT. Should the scope of service be reduced, the compensation due to CONSULTANT will be reduced accordingly.

SECTION 5.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. CONSULTANT shall obtain written consent of the Guarantor for any modification. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 5.16. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not

effect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 5.17. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto, is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the CITY shall provide the CONSULTANT three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the CITY and the CONSULTANT, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be duly executed and entered into on the date first above written.

Consultant

CITY OF ST. PETE BEACH, FLORIDA

BY _____

BY _____
CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

EXHIBIT A

RFP AND RESPONSE TO RFP

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

Issue Considered: Request to enter into an agreement with Renaissance Planning Group for planning and urban design services.

Date: February 26, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Renaissance Planning Group would be used on an 'as needed' basis and pursuant to a relevant project and mutually agreed upon scope of services. Renaissance Planning Group appropriately responded a City Request for Qualifications and was later interviewed by City staff at their office location. Staff has investigated the qualifications of this firm and recommends the City retain these services. This Agreement has been reviewed by the City Attorney.

Requested Motion: “I move to authorize the City Manager to enter into a contract with Renaissance Planning Group for ‘as needed’ planning and urban design services.

Attachments: Agreement

Reviewed by City Manager: MB



RENAISSANCE PLANNING GROUP

121 South Orange Avenue, Suite 1200 • Orlando, Florida 32801 • ph. 407.487.0061 • fx. 407.487.0058

June 25, 2012

City of St. Pete Beach
Renee Cooper, CIP Construction Manager
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Letter of Interest, Planning & Urban Design Services

Dear Ms. Cooper,

The City of St. Pete Beach has a great story to tell. Nestled between the Gulf of Mexico and Boca Ciega Bay, St. Pete Beach offers a distinctive sense of place and unique character that attracts residents and visitors alike. People come to St. Pete Beach for different reasons, but what they find makes them passionate about the community and its historic, cultural and natural charm. Despite its relatively small size and built-out physical character, the city's accessibility to destinations throughout Pinellas County and a relatively affluent full-time and part-time population base presents opportunities for initiatives that can diversify the community's economy and strengthen its identity. Over the past decade the community has been at the forefront of contentious debates about the scale and type of redevelopment, so all planning and urban design efforts need to reflect a strong linkage with the vision and values of its residents and businesses.

Renaissance Planning Group understands that unique context and is excited to submit this letter of interest to serve as planning and urban design consultant. Through our work for cities in a similar setting, such as Destin in Florida's panhandle, Mount Dora in Central Florida, or Indian Rocks Beach and Tarpon Springs in Pinellas County, we excel at working in this type of planning environment. Through our on-call consulting engagements that depend on a strong sense of trust, innovation and responsiveness, we have helped cities like St. Pete Beach establish clarity of vision and define strategic actions that are built upon a foundation of community values and support to achieve desired outcomes for economic development, access and mobility, and development character.

This letter of interest and qualifications statement presents our staffing plan, areas of expertise, references and a summary of our comparable experience for your review and consideration. We offer the city a highly skilled and efficient team of professionals who can deliver integrated planning services that fit the city's unique context and ensure alignment of near-term actions with long-term vision. Nick Lepp, AICP, is our proposed project manager. He is supported by a diverse cadre of professionals in our downtown Tampa and Orlando offices that are committed to responsiveness and high quality, cost-efficient services that add value.

We appreciate the opportunity to serve the City of St. Pete Beach and look forward to discussing our qualifications with you further. Please let me know if I can address any questions. Thank you for your consideration of Renaissance Planning Group.

Respectfully submitted

Whit Blanton, FAICP
Vice President
Renaissance Planning Group

RPG

George Kinney

From: Whit Blanton <wblanton@ciesthatwork.com>
Sent: Monday, February 11, 2013 4:34 PM
To: George Kinney
Cc: Shilpa Mehta; Karen Peavey; Nick Lepp
Subject: RE: Planning Services Contract

George –

I've reviewed the contract and find the terms and language to be acceptable. We are confirming our compliance with the insurance coverage amounts, but I don't believe we'll have any issues. Should I sign and send to you, or would you prefer we sign after it's been reviewed by the City Commission and/or executed?

Thanks. We look forward to working with you.

Whit

Charles Whitney Blanton, FAICP | Vice President
RENAISSANCE PLANNING GROUP
ph. 407.487.0061 x113 c. 407.620.5984

www.ciesthatwork.com
121 South Orange Avenue, Suite 1200
Orlando, Florida 32801

From: George Kinney [<mailto:CDDirector@stpetebeach.org>]
Sent: Monday, February 04, 2013 9:44 AM
To: Whit Blanton
Subject: Planning Services Contract

Good morning Mr. Blanton,

I apologize for the long delay since our initial interview with RPG for ongoing consulting services here in the City of St. Pete Beach, Florida. The City is pleased to have the opportunity to work with you all on an as needed basis. I have received the Planning Services contract back from the City Attorney. It is attached for your review and comment. Once agreed upon, I will put it forward to the City Commission for adoption. Many thanks.

George Kinney, AICP
City of St. Pete Beach, Florida
Community Development Department

**CONSULTING AGREEMENT
FOR
PLANNING SERVICES**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement"), is made and entered into as of this ____ day of ____, 2013, by and between THE CITY OF ST. PETE BEACH, a municipal corporation (the "CITY") and RENAISSANCE PLANNING GROUP, a State of Florida corporation (the "CONSULTANT").

WITNESSETH:

WHEREAS, the CONSULTANT is in the business of providing planning services as outlined in the RFP and response to RFP, attached hereto as Exhibit "A".

WHEREAS, the CONSULTANT and the CITY intend to enter into this Agreement to provide for planning services to be provided by the CONSULTANT upon direction from the CITY and as outlined in a Scope of Services to be subsequently executed and delivered by the CONSULTANT and CITY, from time to time ("Services") as specified in 3.01 of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01 REPRESENTATIONS AND WARRANTIES.

(A) As an inducement to the CONSULTANT to execute this Agreement and perform its obligations hereunder, the CITY makes the following representations and warranties:

(1) the CITY is duly organized, validly existing and in good standing as a legal entity and public body created by Florida law. As such, the CITY has the requisite power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the CITY. This Agreement constitutes a valid and legally binding obligation of the CITY, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the CITY nor the consummation by the CITY of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or

provisions of any agreement or instrument to which the CITY is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the CITY's knowledge, threatened against or affecting the CITY at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CITY is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

(B) As an inducement to the CITY to execute this Agreement and perform its obligations hereunder, the CONSULTANT makes the following representations and warranties:

(1) The CONSULTANT is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is authorized to do business in the State of Florida with all requisite corporate power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The CONSULTANT possesses the qualifications and experience as outlined in Exhibit A.

(3) The execution and delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the CONSULTANT. This agreement constitutes a valid and legally binding obligation of the CONSULTANT, enforceable in accordance with its terms and conditions.

(4) Neither the execution and delivery of this Agreement by the CONSULTANT nor the consummation by the CONSULTANT of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the CONSULTANT is now a party, or constitute a default thereunder.

(5) There is no action, suit, investigation or proceeding pending or, to the CONSULTANT's knowledge, threatened against or affecting the CONSULTANT at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CONSULTANT is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.03. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference. In the event of a conflict between the terms of this Agreement or appendices, amendments and supplements to this Agreement, the terms of this Agreement shall apply.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

GENERAL

SECTION 2.01. CONSULTANT'S RESPONSIBILITY. Except as otherwise specified elsewhere herein, the CONSULTANT shall provide required personnel, and associated wages, salaries and benefits, services, and materials necessary to perform the Services provided for herein.

SECTION 2.02. CONSULTANT STAFFING.

(A) To fulfill its obligations under this Agreement, the CONSULTANT shall provide staff at in such number and for such duration as required to perform its obligations under this Agreement.

(B) The CONSULTANT acknowledges and agrees that personnel providing services to the CITY shall be supported as and whenever necessary by the depth of the CONSULTANT's extensive network of equipment and employees throughout the

country through CONSULTANT's Affiliates.

(C) The CONSULTANT shall not unlawfully discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, ancestry, or disabled veteran status, nor commit any other unlawful or unfair employment practice and shall comply with federal, state or local law. The CONSULTANT shall take affirmative steps to ensure that applicants are considered for employment and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disabled veteran status. Such affirmative steps shall apply to, but not be limited to, the following: hiring, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(D) The CONSULTANT's professional personnel who shall be assigned to the project shall be as set forth in the Scope of Services for each phase of the project, as designated therein.

SECTION 2.05. SUBCONTRACTING.

(A) The CONSULTANT shall not subcontract services or work included in this Agreement except as may be agreed by City and Consultant and duly represented in the Scope of Work.

ARTICLE III

CONSULTANT'S SERVICES

SECTION 3.01 AUTHORIZATION OF WORK

(A) All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

(1) Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY.

(2) The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement, except as to

the specific projects to which such additional instructions or provisions pertain. CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

SECTION 3.02 PAYMENT FOR SERVICES

(A) The CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in each Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

- (1) A mutually agreed upon lump sum;
- (2) At the hourly rates set forth in the attached Scope of Services;
- (3) On a cost multiplier method based on direct salary costs times a factor to be determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs and profit allowance; or
- (4) Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

(B) Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

- (1) Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available. Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

(C) All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in

proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

(D) CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement

SECTION 3.03 CONFIDENTIALITY

(A) The CONSULTANT shall abide by applicable provisions of the Florida Public Records Law and protect the CITY's confidentiality when legally required.

ARTICLE IV

TERM AND TERMINATION

SECTION 4.01. TERM OF AGREEMENT.

The Initial Term of the contract shall be three (3) years and shall begin on the 1st day of March, 2013 and end on the 28th day of February, 2016, unless terminated earlier as provided in this Agreement.

The CITY shall have the option to renew the terms of the Agreement for additional terms of twelve (12) months each for a maximum of two (2) times by providing notice on or before the end of the Initial Term.

SECTION 4.03. DEFAULT.

(A) An event of default occurs if there is a persistent, repeated, or substantial failure or refusal by either the CITY or the CONSULTANT to substantially fulfill any of its material obligations in accordance with this Agreement, provided, however, that no such event shall constitute a default unless and until:

(1) the non-defaulting party has given written notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(2) the defaulting party either has not corrected such default, or has not initiated reasonable steps expeditiously to correct such default within five (5) days from the date of such written notice.

(B) The events by which the CONSULTANT shall be deemed to have failed

to fulfill a material obligation of this Agreement shall include, by way of example and not limitation, the following:

(1) the repeated, persistent or substantial failure of the CONSULTANT to comply with a material provision of Applicable Law, whether willfully or negligently;

(2) after notifying the CONSULTANT in accordance with Section 5.12 and providing 10 day advance written notice to review books or records., the failure to permit the CITY, a the CITY Representative, any of their representatives or agents or any regulatory authority representative to inspect the Utility, materials, permits, books or records used by CONSULTANT in accordance with this Agreement;

(3) the repeated, persistent or substantial breach of any material covenant, condition or warranty in this Agreement or the making any representation in this Agreement that is materially untrue at the time of its making;

(C) Each of the following also shall be deemed an event of default: (1) written admission by a party that it is bankrupt; (2) filing by a party of a voluntary petition for bankruptcy; (3) consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; (4) the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) of all or a substantial portion of a party's property or business; (5) becoming insolvent; or (6) final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

SECTION 4.04. OBLIGATIONS EXCUSED.

(A) Notwithstanding any other provision in this Agreement, neither the CITY nor the CONSULTANT shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance.

(B) As a condition precedent to the right to claim excuse of performance, the party experiencing an Uncontrollable Circumstance shall:

(1) promptly notify the other party verbally; and

(2) as soon as practical, but in no event more than five (5) Business Days thereafter, prepare and deliver to the other party a notice with a written description of (a) the commencement of the Uncontrollable Circumstance; (b) its estimated duration and cost impact, if any, on the party's obligations under this Agreement; and (c) its estimated impact other than cost impact, if any, on the party's obligations under this Agreement.

SECTION 4.05. DISPUTE RESOLUTION.

(A) Notwithstanding any other provision in this Agreement, the parties agree to resolve any dispute related to the interpretation or performance of this Agreement in

the manner described in this Section 4.05. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described in Section 4.05(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section 4.05(C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

SECTION 4.09. SURVIVAL. All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in section 95.11, Florida Statutes, or its statutory successor in function.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. DESIGNATION OF the CITY REPRESENTATIVE.

(A) the CITY shall designate in writing a the CITY Representative to act on its behalf with respect to the services to be rendered under this Agreement. The CONSULTANT shall be entitled to rely upon any written notice of change of the designated the CITY Representative.

(B) Upon execution of a task order, The CONSULTANT and the CITY Representative shall meet at least monthly during the term of this Agreement, together with such other persons as the CITY may designate, to discuss issues related to

services provided by the CONSULTANT under this Agreement, and other issues identified by the CITY Representative or the CONSULTANT.

(C) the CITY Representative shall have the following responsibilities:

(1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for all services and work provided and performed in accordance with this Agreement.

(2) Provide all criteria and information requested by the CONSULTANT as to the requirements of the CITY for the services.

(3) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services rendered by the CONSULTANT under this Agreement.

(D) the CITY Representative is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way:

(1) the scope of the services to be provided and performed by the CONSULTANT under this Agreement;

(2) the time the CONSULTANT is obligated to commence and complete all services; or

(3) the amount of compensation the CITY is obligated or committed to pay the CONSULTANT under this Agreement.

SECTION 5.02. MANNER OF PERFORMANCE.

(A) The CONSULTANT is, and shall be, in the performance of all services, an independent CONSULTANT, and not an employee or agent of the CITY. All persons engaged in the performance or provision of services shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over all the means and manner in which it and its employees perform or provide the services.

(B) The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Personnel of the CONSULTANT shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel or employee of the CONSULTANT be entitled to any benefits of the CITY including, by way of example and not limitation, pension, health and worker's compensation benefits.

(C) All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel, employees and subcontractors engaged in performing the services shall be fully qualified and, if

required, authorized or permitted under state and local law to perform the services undertaken.

(D) The CONSULTANT is responsible for checking its employees for proof of a valid Florida driver's license and insurance a minimum of twice annually in those cases where personal vehicles are used to perform services.

SECTION 5.03. AUTHORITY TO PERFORM.

The CONSULTANT shall continuously maintain all permits, licenses and approvals required under the Applicable Law to provide the services. Proof of all such permits, licenses and approvals shall be submitted to the CITY Representative at least annually and upon request.

SECTION 5.04. ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the services and all Additional Services for at least two (2) years after the termination of this Agreement. the CITY or their contracted representatives shall have access to such books, records and documents as required for the purpose of inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by CONSULTANT at a place of business of the CONSULTANT within the State of Florida. Toho shall provide the CONSULTANT with 10 days advance written notice prior to reviewing books or documents. The CONSULTANT shall be subject to an annual independent financial audit with respect to Additional Services provided pursuant to this Agreement and a performance audit relating to its performance and provision of the services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the CITY.

SECTION 5.05. GENERAL INSURANCE REQUIREMENTS AND LIABILITY.

(A) CONSULTANT warrants that the services shall be carefully, skillfully and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

(B) Throughout the term of this Agreement and until the completion of all construction of the project, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an

amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

SECTION 5.06. NOTICE OF CLAIMS.

Within twenty-four (24) hours of CONSULTANT becoming aware of its occurrence, the CONSULTANT shall notify in writing the the CITY Representative of all incidents, events or injuries which the CONSULTANT reasonably believes may result in a claim of ten thousand dollars (\$10,000.00) or more, arising out of the CONSULTANT's performance under this Agreement, including, but not limited to, claims relating to workplace injuries. The obligation of the CONSULTANT to provide notice to the the CITY under this Section 5.07 is subject to any confidentiality agreement relating to any claim. All notices required under this Section 5.07 shall be provided promptly and in no event more than forty eight (48) hours after the CONSULTANT learns of same.

SECTION 5.07. INDEMNIFICATION AND LIMIT OF LIABILITY.

(A) In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission or infringement of a third-party patent, license or other intellectual property by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The CITY's obligation to indemnify CONSULTANT pursuant to this Article V is limited by the CITY's right to sovereign immunity, which right is expressly not waived by the CITY, and to the indemnification limitations provided in section 768.28, Florida Statutes.

SECTION 5.08. MODIFICATION OF SCOPE OF SERVICES.

(A) The CITY shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of the contemplated change, the CONSULTANT shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any changes in work schedules, (3) advise the CITY if the contemplated change shall affect the CONSULTANT's ability to perform or provide the services in a manner consistent with the requirements and

performance standards incorporated into this Agreement, and (4) advise the CITY if the contemplated change is within the capabilities of the CONSULTANT. Notwithstanding the foregoing, it is not the intent of this Section to allow the CITY to reduce CONSULTANT's scope of service and either hire third party contractors to perform same or perform same with its own resources.

(B) If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the services affected by the contemplated change, pending the CITY's decision whether to proceed with the change.

(C) If the CITY elects to make a change in this Agreement, the CITY shall initiate an amendment to this Agreement, and the CONSULTANT shall not commence work on any such change until such written amendment is agreed to and signed by the CONSULTANT and the CITY Representative.

(D) Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

(E) The CITY may suspend, cancel or abandon any part or phase of the project described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

SECTION 5.9. CONFLICTS.

(A) The CONSULTANT represents that neither CONSULTANT nor any of CONSULTANT's Affiliates has any interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or provision of the services. The CONSULTANT shall promptly notify the CITY Representative of all potential conflicts of interest of CONSULTANT or any of CONSULTANT's Affiliates for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or the quality of the services to be provided under this Agreement. Such notification shall be in writing and identify the prospective business association, interest or circumstance, the nature of the work the CONSULTANT may undertake and request a determination from the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT or any of CONSULTANT's Affiliates.

(B) the CITY shall respond to the CONSULTANT in writing within thirty (30) days of receipt of the notice by the CONSULTANT of an actual or potential conflict of interest. If the CITY determines the prospective business association, interest or circumstance does not appear to constitute a conflict of interest by the CONSULTANT's Affiliates, the CITY shall so state in the response and the CONSULTANT may, at its

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided by the CONSULTANT.

SECTION 5.10. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Pinellas County, Florida.

SECTION 5.11. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the CITY:

The City of St. Pete Beach
155 Corey Avenue
St. Petersburg, Florida 33701
Attention: George Kinney

With a copy to:

Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602
Attention: Michael S. Davis, Esq.

To CONSULTANT:

Renaissance Planning Group
400 North Ashley Drive, Suite 1010
Tampa, Florida 33602
Attention: Whit Blanton, FAICP

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by facsimile transmission or other electronic means or five (5) days after the date mailed.

SECTION 5.12. MEDIA RELATIONS.

The CONSULTANT shall consult with and receive the CITY's approval prior to (1) responding to inquiries from the media or (2) initiating contact with the media, in either case, regarding the rendition of services. CONSULTANT also shall not issue news releases at any time or of any kind, in writing or orally, pertaining to this Agreement or the rendition of services hereunder without, in each instance, the prior approval of the CITY through its representative. The Company shall not use the name or logo of the CITY, its member jurisdictions, the Utility Facilities, Contractors or Board members in any advertising, brochures, public relations documents or news releases without prior written consent of the CITY through its representative; provided, however, CONSULTANT may use or furnish the CITY's name, address and telephone number as a client reference.

SECTION 5.13. ASSIGNMENT.

(A) The CONSULTANT shall not have the right to assign any of its rights, duties or obligations under this Agreement.

(B) A transfer of a majority of the outstanding stock of the CONSULTANT to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the CITY under this Section 5.14 unless such transfer of outstanding stock of the CONSULTANT is to an affiliated company of the CONSULTANT in which event consent shall not be required under this Section 5.14.

(C) the CITY reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. the CITY shall provide the CONSULTANT with prior notice of such assignment.

SECTION 5.14. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause or CONSULTANT's services reduced in scope at any time without cause upon thirty (30) days notice to CONSULTANT. Should the scope of service be reduced, the compensation due to CONSULTANT will be reduced accordingly.

SECTION 5.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. CONSULTANT shall obtain written consent of the Guarantor for any modification. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 5.16. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not

effect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 5.17. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto, is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the CITY shall provide the CONSULTANT three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the CITY and the CONSULTANT, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be duly executed and entered into on the date first above written.

Consultant

CITY OF ST. PETE BEACH, FLORIDA

BY _____

BY _____
CITY MANAGER

NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

EXHIBIT A

RFP AND RESPONSE TO RFP

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

Issue Considered: Request to enter into an agreement with Michael Baker Jr., Inc. for planning and urban design services.

Date: February 26, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Michael Baker Jr., Inc. would be used on an 'as needed' basis and pursuant to a relevant project and mutually agreed upon scope of services. Michael Baker Jr., Inc. appropriately responded a City Request for Qualifications and was later interviewed by City staff at their office location. Staff has investigated the qualifications of this firm and recommends the City retain these services. This Agreement has been reviewed by the City Attorney.

Requested Motion: “I move to authorize the City Manager to enter into a contract with Michael Baker Jr., Inc. for ‘as needed’ planning and urban design services.

Attachments: Agreement

Reviewed by City Manager: MB

George Kinney

From: Dabkowski, Gerald A <GADabkowski@mbakercorp.com>
Sent: Thursday, February 14, 2013 12:42 PM
To: George Kinney
Cc: Steven Hallock; Renee Cooper; Flynn, Colleen N
Subject: FW: Planning Services Contract
Attachments: Consulting Agrment for Planning Srvcs_Signed.pdf

Thanks George

Signed agreement attached

Original in the mail

Jerry Dabkowski
BAKER

From: George Kinney [<mailto:CDDirector@stpetebeach.org>]
Sent: Monday, February 04, 2013 9:47 AM
To: Dabkowski, Gerald A
Subject: Planning Services Contract

Good morning Jerry,

I have received the Planning Services contract back from the City Attorney. It is attached for your review and comment. Once agreed upon, I will put it forward to the City Commission for adoption. Many thanks.

George Kinney, AICP
City of St. Pete Beach, Florida
Community Development Department

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**CONSULTING AGREEMENT
FOR
PLANNING SERVICES**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement"), is made and entered into as of this ____ day of ____, 2013, by and between THE CITY OF ST. PETE BEACH, a municipal corporation (the "CITY") and MICHAEL BAKER JR., INC., a State of Florida corporation (the "CONSULTANT").

WITNESSETH:

WHEREAS, the CONSULTANT is in the business of providing planning services as outlined in the RFP and response to RFP, attached hereto as Exhibit "A".

WHEREAS, the CONSULTANT and the CITY intend to enter into this Agreement to provide for planning services to be provided by the CONSULTANT upon direction from the CITY and as outlined in a Scope of Services to be subsequently executed and delivered by the CONSULTANT and CITY, from time to time ("Services") as specified in 3.01 of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01 REPRESENTATIONS AND WARRANTIES.

(A) As an inducement to the CONSULTANT to execute this Agreement and perform its obligations hereunder, the CITY makes the following representations and warranties:

(1) the CITY is duly organized, validly existing and in good standing as a legal entity and public body created by Florida law. As such, the CITY has the requisite power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the CITY. This Agreement constitutes a valid and legally binding obligation of the CITY, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the CITY nor the consummation by the CITY of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or

provisions of any agreement or instrument to which the CITY is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the CITY's knowledge, threatened against or affecting the CITY at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CITY is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

(B) As an inducement to the CITY to execute this Agreement and perform its obligations hereunder, the CONSULTANT makes the following representations and warranties:

(1) The CONSULTANT is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is authorized to do business in the State of Florida with all requisite corporate power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The CONSULTANT possesses the qualifications and experience as outlined in Exhibit A.

(3) The execution and delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the CONSULTANT. This agreement constitutes a valid and legally binding obligation of the CONSULTANT, enforceable in accordance with its terms and conditions.

(4) Neither the execution and delivery of this Agreement by the CONSULTANT nor the consummation by the CONSULTANT of the transactions contemplated herein will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the CONSULTANT is now a party, or constitute a default thereunder.

(5) There is no action, suit, investigation or proceeding pending or, to the CONSULTANT's knowledge, threatened against or affecting the CONSULTANT at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the CONSULTANT is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.03. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference. In the event of a conflict between the terms of this Agreement or appendices, amendments and supplements to this Agreement, the terms of this Agreement shall apply.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

GENERAL

SECTION 2.01. CONSULTANT'S RESPONSIBILITY. Except as otherwise specified elsewhere herein, the CONSULTANT shall provide required personnel, and associated wages, salaries and benefits, services, and materials necessary to perform the Services provided for herein.

SECTION 2.02. CONSULTANT STAFFING.

(A) To fulfill its obligations under this Agreement, the CONSULTANT shall provide staff at in such number and for such duration as required to perform its obligations under this Agreement.

(B) The CONSULTANT acknowledges and agrees that personnel providing services to the CITY shall be supported as and whenever necessary by the depth of the CONSULTANT's extensive network of equipment and employees throughout the

country through CONSULTANT's Affiliates.

(C) The CONSULTANT shall not unlawfully discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, ancestry, or disabled veteran status, nor commit any other unlawful or unfair employment practice and shall comply with federal, state or local law. The CONSULTANT shall take affirmative steps to ensure that applicants are considered for employment and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disabled veteran status. Such affirmative steps shall apply to, but not be limited to, the following: hiring, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(D) The CONSULTANT's professional personnel who shall be assigned to the project shall be as set forth in the Scope of Services for each phase of the project, as designated therein.

SECTION 2.05. SUBCONTRACTING.

(A) The CONSULTANT shall not subcontract services or work included in this Agreement except as may be agreed by City and Consultant and duly represented in the Scope of Work.

ARTICLE III

CONSULTANT'S SERVICES

SECTION 3.01 AUTHORIZATION OF WORK

(A) All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

(1) Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY.

(2) The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement, except as to

the specific projects to which such additional instructions or provisions pertain. CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

SECTION 3.02 PAYMENT FOR SERVICES

(A) The CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in each Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

- (1) A mutually agreed upon lump sum;
- (2) At the hourly rates set forth in the attached Scope of Services;
- (3) On a cost multiplier method based on direct salary costs times a factor to be determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs and profit allowance; or
- (4) Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

(B) Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

- (1) Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available. Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

(C) All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in

proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

(D) CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement

SECTION 3.03 CONFIDENTIALITY

(A) The CONSULTANT shall abide by applicable provisions of the Florida Public Records Law and protect the CITY's confidentiality when legally required.

ARTICLE IV

TERM AND TERMINATION

SECTION 4.01. TERM OF AGREEMENT.

The Initial Term of the contract shall be three (3) years and shall begin on the 1st day of March, 2013 and end on the 28th day of February, 2016, unless terminated earlier as provided in this Agreement.

The CITY shall have the option to renew the terms of the Agreement for additional terms of twelve (12) months each for a maximum of two (2) times by providing notice on or before the end of the Initial Term.

SECTION 4.03. DEFAULT.

(A) An event of default occurs if there is a persistent, repeated, or substantial failure or refusal by either the CITY or the CONSULTANT to substantially fulfill any of its material obligations in accordance with this Agreement, provided, however, that no such event shall constitute a default unless and until:

(1) the non-defaulting party has given written notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(2) the defaulting party either has not corrected such default, or has not initiated reasonable steps expeditiously to correct such default within five (5) days from the date of such written notice.

(B) The events by which the CONSULTANT shall be deemed to have failed

to fulfill a material obligation of this Agreement shall include, by way of example and not limitation, the following:

(1) the repeated, persistent or substantial failure of the CONSULTANT to comply with a material provision of Applicable Law, whether willfully or negligently;

(2) after notifying the CONSULTANT in accordance with Section 5.12 and providing 10 day advance written notice to review books or records., the failure to permit the CITY, a the CITY Representative, any of their representatives or agents or any regulatory authority representative to inspect the Utility, materials, permits, books or records used by CONSULTANT in accordance with this Agreement;

(3) the repeated, persistent or substantial breach of any material covenant, condition or warranty in this Agreement or the making any representation in this Agreement that is materially untrue at the time of its making;

(C) Each of the following also shall be deemed an event of default: (1) written admission by a party that it is bankrupt; (2) filing by a party of a voluntary petition for bankruptcy; (3) consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; (4) the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) of all or a substantial portion of a party's property or business; (5) becoming insolvent; or (6) final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

SECTION 4.04. OBLIGATIONS EXCUSED.

(A) Notwithstanding any other provision in this Agreement, neither the CITY nor the CONSULTANT shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance.

(B) As a condition precedent to the right to claim excuse of performance, the party experiencing an Uncontrollable Circumstance shall:

(1) promptly notify the other party verbally; and

(2) as soon as practical, but in no event more than five (5) Business Days thereafter, prepare and deliver to the other party a notice with a written description of (a) the commencement of the Uncontrollable Circumstance; (b) its estimated duration and cost impact, if any, on the party's obligations under this Agreement; and (c) its estimated impact other than cost impact, if any, on the party's obligations under this Agreement.

SECTION 4.05. DISPUTE RESOLUTION.

(A) Notwithstanding any other provision in this Agreement, the parties agree to resolve any dispute related to the interpretation or performance of this Agreement in

the manner described in this Section 4.05. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described in Section 4.05(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section 4.05(C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

SECTION 4.09. SURVIVAL. All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in section 95.11, Florida Statutes, or its statutory successor in function.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. DESIGNATION OF the CITY REPRESENTATIVE.

(A) the CITY shall designate in writing a the CITY Representative to act on its behalf with respect to the services to be rendered under this Agreement. The CONSULTANT shall be entitled to rely upon any written notice of change of the designated the CITY Representative.

(B) Upon execution of a task order, The CONSULTANT and the CITY Representative shall meet at least monthly during the term of this Agreement, together with such other persons as the CITY may designate, to discuss issues related to

services provided by the CONSULTANT under this Agreement, and other issues identified by the CITY Representative or the CONSULTANT.

(C) the CITY Representative shall have the following responsibilities:

(1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for all services and work provided and performed in accordance with this Agreement.

(2) Provide all criteria and information requested by the CONSULTANT as to the requirements of the CITY for the services.

(3) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services rendered by the CONSULTANT under this Agreement.

(D) the CITY Representative is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way:

(1) the scope of the services to be provided and performed by the CONSULTANT under this Agreement;

(2) the time the CONSULTANT is obligated to commence and complete all services; or

(3) the amount of compensation the CITY is obligated or committed to pay the CONSULTANT under this Agreement.

SECTION 5.02. MANNER OF PERFORMANCE.

(A) The CONSULTANT is, and shall be, in the performance of all services, an independent CONSULTANT, and not an employee or agent of the CITY. All persons engaged in the performance or provision of services shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over all the means and manner in which it and its employees perform or provide the services.

(B) The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Personnel of the CONSULTANT shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel or employee of the CONSULTANT be entitled to any benefits of the CITY including, by way of example and not limitation, pension, health and worker's compensation benefits.

(C) All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel, employees and subcontractors engaged in performing the services shall be fully qualified and, if

required, authorized or permitted under state and local law to perform the services undertaken.

(D) The CONSULTANT is responsible for checking its employees for proof of a valid Florida driver's license and insurance a minimum of twice annually in those cases where personal vehicles are used to perform services.

SECTION 5.03. AUTHORITY TO PERFORM.

The CONSULTANT shall continuously maintain all permits, licenses and approvals required under the Applicable Law to provide the services. Proof of all such permits, licenses and approvals shall be submitted to the CITY Representative at least annually and upon request.

SECTION 5.04. ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the services and all Additional Services for at least two (2) years after the termination of this Agreement. the CITY or their contracted representatives shall have access to such books, records and documents as required for the purpose of inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by CONSULTANT at a place of business of the CONSULTANT within the State of Florida. Toho shall provide the CONSULTANT with 10 days advance written notice prior to reviewing books or documents. The CONSULTANT shall be subject to an annual independent financial audit with respect to Additional Services provided pursuant to this Agreement and a performance audit relating to its performance and provision of the services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the CITY.

SECTION 5.05. GENERAL INSURANCE REQUIREMENTS AND LIABILITY.

(A) CONSULTANT warrants that the services shall be carefully, skillfully and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

(B) Throughout the term of this Agreement and until the completion of all construction of the project, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an

amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

SECTION 5.06. NOTICE OF CLAIMS.

Within twenty-four (24) hours of CONSULTANT becoming aware of its occurrence, the CONSULTANT shall notify in writing the the CITY Representative of all incidents, events or injuries which the CONSULTANT reasonably believes may result in a claim of ten thousand dollars (\$10,000.00) or more, arising out of the CONSULTANT's performance under this Agreement, including, but not limited to, claims relating to workplace injuries. The obligation of the CONSULTANT to provide notice to the the CITY under this Section 5.07 is subject to any confidentiality agreement relating to any claim. All notices required under this Section 5.07 shall be provided promptly and in no event more than forty eight (48) hours after the CONSULTANT learns of same.

SECTION 5.07. INDEMNIFICATION AND LIMIT OF LIABILITY.

(A) In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission or infringement of a third-party patent, license or other intellectual property by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The CITY's obligation to indemnify CONSULTANT pursuant to this Article V is limited by the CITY's right to sovereign immunity, which right is expressly not waived by the CITY, and to the indemnification limitations provided in section 768.28, Florida Statutes.

SECTION 5.08. MODIFICATION OF SCOPE OF SERVICES.

(A) The CITY shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of the contemplated change, the CONSULTANT shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any changes in work schedules, (3) advise the CITY if the contemplated change shall affect the CONSULTANT's ability to perform or provide the services in a manner consistent with the requirements and

performance standards incorporated into this Agreement, and (4) advise the CITY if the contemplated change is within the capabilities of the CONSULTANT. Notwithstanding the foregoing, it is not the intent of this Section to allow the CITY to reduce CONSULTANT's scope of service and either hire third party contractors to perform same or perform same with its own resources.

(B) If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the services affected by the contemplated change, pending the CITY's decision whether to proceed with the change.

(C) If the CITY elects to make a change in this Agreement, the CITY shall initiate an amendment to this Agreement, and the CONSULTANT shall not commence work on any such change until such written amendment is agreed to and signed by the CONSULTANT and the CITY Representative.

(D) Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

(E) The CITY may suspend, cancel or abandon any part or phase of the project described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

SECTION 5.9. CONFLICTS.

(A) The CONSULTANT represents that neither CONSULTANT nor any of CONSULTANT's Affiliates has any interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or provision of the services. The CONSULTANT shall promptly notify the CITY Representative of all potential conflicts of interest of CONSULTANT or any of CONSULTANT's Affiliates for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or the quality of the services to be provided under this Agreement. Such notification shall be in writing and identify the prospective business association, interest or circumstance, the nature of the work the CONSULTANT may undertake and request a determination from the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT or any of CONSULTANT's Affiliates.

(B) the CITY shall respond to the CONSULTANT in writing within thirty (30) days of receipt of the notice by the CONSULTANT of an actual or potential conflict of interest. If the CITY determines the prospective business association, interest or circumstance does not appear to constitute a conflict of interest by the CONSULTANT's Affiliates, the CITY shall so state in the response and the CONSULTANT may, at its

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided by the CONSULTANT.

SECTION 5.10. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Pinellas County, Florida.

SECTION 5.11. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the CITY:

The City of St. Pete Beach
155 Corey Avenue
St. Petersburg, Florida 33701
Attention: George Kinney

With a copy to:

Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602
Attention: Michael S. Davis, Esq.

To CONSULTANT:

Michael Baker Jr., Inc.
4503 Woodland Corporate Boulevard, Suite 400
Tampa, Florida, 33614
Attention: Jerry A. Dabkowski, PE

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by facsimile transmission or other electronic means or five (5) days after the date mailed.

SECTION 5.12. MEDIA RELATIONS.

The CONSULTANT shall consult with and receive the CITY's approval prior to (1) responding to inquiries from the media or (2) initiating contact with the media, in either case, regarding the rendition of services. CONSULTANT also shall not issue news releases at any time or of any kind, in writing or orally, pertaining to this Agreement or the rendition of services hereunder without, in each instance, the prior approval of the CITY through its representative. The Company shall not use the name or logo of the CITY, its member jurisdictions, the Utility Facilities, Contractors or Board members in any advertising, brochures, public relations documents or news releases without prior written consent of the CITY through its representative; provided, however, CONSULTANT may use or furnish the CITY's name, address and telephone number as a client reference.

SECTION 5.13. ASSIGNMENT.

(A) The CONSULTANT shall not have the right to assign any of its rights, duties or obligations under this Agreement.

(B) A transfer of a majority of the outstanding stock of the CONSULTANT to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the CITY under this Section 5.14 unless such transfer of outstanding stock of the CONSULTANT is to an affiliated company of the CONSULTANT in which event consent shall not be required under this Section 5.14.

(C) the CITY reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. the CITY shall provide the CONSULTANT with prior notice of such assignment.

SECTION 5.14. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause or CONSULTANT's services reduced in scope at any time without cause upon thirty (30) days notice to CONSULTANT. Should the scope of service be reduced, the compensation due to CONSULTANT will be reduced accordingly.

SECTION 5.15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. CONSULTANT shall obtain written consent of the Guarantor for any modification. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 5.16. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not

effect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 5.17. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto, is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the CITY shall provide the CONSULTANT three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the CITY and the CONSULTANT, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be duly executed and entered into on the date first above written.

Michael Baker Inc
Consultant

CITY OF ST. PETE BEACH, FLORIDA

BY James H. Davis
James H. Davis VP
NAME, TITLE (typed or printed)

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ratification of the City Manager decision to pay Luke Brothers Inc. \$25,296 in FY 2012 to trim Washingtonia Palms citywide.

Date: February 26, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: City Commission budgeted in FY 2012 to trim the Washingtonia Palms citywide and the work was completed under the City's current 3-year tree trimming contract that was approved by City Commission on December 14, 2010. However, when the contract was approved by City Commission in FY 2011 the Washingtonia Palms were not included or budgeted at that time.

When the contract was bid out we included an alternate to get pricing for Washingtonia Palm trimming in case City Commission ever decided to fund it. City Commission decided to budget for it in FY 2012 so we used this bid alternate pricing to complete the project. Per the City's purchase policy any expenditure exceeding \$25,000 must be approved by the City Commission.

Requested Motion: "I move to ratify the City Manager decision to pay Luke Brothers Inc. \$25,296 in FY 2012 to trim Washingtonia Palms citywide."

Attachments: Luke Brother Inc. Invoice

Reviewed by
City Manager:

MB



LUKE BROTHERS INC.
LANDSCAPE SERVICES

5532 AULD LANE
HOLIDAY, FL 34690
PHONE 727-937-6448
FAX 727-937-6456
WEBSITE WWW.LUKEBROTHERS.COM

INVOICE

ORIGINAL

OK 10 pay 1/26/12

Sold To:

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

INVOICE

Invoice Number: J016109
Invoice Date: Dec 31, 2011
Terms: Net 30
Customer Code: STP155
Reference #1: TREE

Job Location:

S A M E

Sales Cat/Slsmn: TREE/MJM

Job Number: LB
Job Description: LUKE BROTHERS
Reference #2: STP155

Description

Amount

.12/23/11 - TREE WORK PERFORMED AS FOLLOWS: TRIMMING OF (1,054) WASHINGTONIA PALMS ON CITY RIGHT OF WAYS AND CITY PARKS ACCORDING TO CONTRACTS. PER TREE	1,054.00 @	\$24.00	25,296.00
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JAN 10 2012

RECEIVED

JAN 11 2012

PUBLIC SERVICES

- CONDITIONS -

Subtotal 25,296.00

Total Invoice 25,296.00

Please Process P.O. for Payment

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorization for the City Manager to direct Pinellas County to install potable water meters and service taps to five (5) medians on Gulf Blvd and Blind Pass Road at a cost of \$10,935.

Date: 02/26/2013

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: During the installation of the reclaimed water taps on the other landscaped medians it was discovered that there were eight (8) medians that posed a problem for water supply. Options to provide reclaimed water proved to be expensive as directional boring will be necessary. Pinellas County can provide potable water to these medians as the potable water main runs along the roadsides in these areas. Minimal watering is needed at a rate of 4 gallons per minute for approximately 20 minutes daily. The three (3) remaining medians can be connected to reclaimed water with additional work along the roadsides on Blind Pass Road.

Pinellas County is a "single or sole source" provider. Per the City's purchase policy all purchases exceeding \$10,000 but less than \$25,000 must be approved by the Commission and placed on the consent agenda.

Requested Motion: "I move to authorize the City Manager to direct Pinellas County to install potable water meters and service taps to five (5) medians on Gulf Blvd and Blind Pass Road at a cost of \$10,935."

Attachments: Pinellas County Water Tap Fee Calculation

Reviewed by
City Manager:

MB

Water Fee Calculation



UP# _____ MAXIMO # _____ DATE: 1/2/2013

None -- These are medians in ROW

PARCEL # *Addresses given to show nearest parcel -- billing separate*

APPLICANT: City of St Pete Beach - Renee Cooper PHONE: _____

ADDRESS: _____

PROJECT TITLE: Median Irrigation - City of SPB

PROJECT LOCATION: Various Medians within SPB- see diagram below

RECLAIMED: _____ LEALMAN: _____ TYPE OF FACILITY: _____

(P) = INSTALL SPD IN PARALLEL

EOR: _____ PHONE: _____

ADDRESS: BILLING INFO REQUIRED!!!!!! EMAIL: r.cooper@stpetebeach.org

OTHER INFO: This will be five (5) new water only accounts.

WATER TAP			IMPACT		BACKFLOW		
SIZE/QUANTITY					Domestic BFD		
METER w/tap	0.75"	\$1,045.00	DUE	\$352.00	DCVA DCM	0.75"	\$790.00
METER w/tap	0.75"	\$1,045.00	DUE	\$352.00	DCVA DCM	0.75"	\$790.00
METER w/tap	0.75"	\$1,045.00	DUE	\$352.00	DCVA DCM	0.75"	\$790.00
METER w/tap	0.75"	\$1,045.00	DUE	\$352.00	DCVA DCM	0.75"	\$790.00
METER w/tap	0.75"	\$1,045.00	DUE	\$352.00	DCVA DCM	0.75"	\$790.00

Equipment Installation Cost per Median: \$2,187.00

MUNICIPAL ACCT: See Tabs

Other

Other

SUBTOTALS: \$5,225.00 \$1,760.00 \$3,950.00

Sewer By: SPB

TOTAL WATER FEES: \$10,935.00

IF NOT PC; OTHER FEES MAY APPLY

Prepared By: SG

Reviewed By: _____

NOTE: See tabs for service locations - these medians do not have PIDs

22P; 23P; 24P; 25P; 38P

\$10,935.00

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

Issue Considered: Authorization for the City Manager to accept a proposal from Michael Baker Jr., Inc. in the amount of \$125,250 to complete design engineering for Blind Pass Road from 73rd Avenue to Gulf Blvd.

Date: February 26, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City received a federal earmark of \$175,750 within the 2009 Omnibus Appropriations Bill for the redesign of Blind Pass Road. After extensive meetings and discussions with the Florida Department of Transportation (FDOT) they programmed the project and agreed to perform the design engineering since the City was not Local Agency Program (LAP) certified at the time, which is a requirement to accept the federal money directly. This project was not considered a high priority by the City or FDOT since no construction dollars were identified.

In September 2012 City Commission approved the FY 2012-13 budget that included \$700,000 in the Capital Improvement Plan (CIP) for the construction of Blind Pass Road from 73rd Ave to Gulf Blvd. As a result, City staff met with FDOT and requested they complete the design engineering as quickly as possible so we can begin construction in the spring/summer of 2013.

In October 2012 FDOT contacted the City and informed us that since the City is seeking to become LAP certified so we can seek and accept Federal money directly in the future, they will hand the project over to us to complete. They sent us all work product to date and noted the current balance of the earmark is \$78,325, which is enough to complete the street portion of design engineering. In return the City completed and submitted our LAP certification application for FDOT review and we expect it to be approved this month.

In January 2013 our Stormwater Master Plan update was completed. Because we knew that the Blind Pass Road project was on the horizon this area was modeled and is considered a "High Priority" project to address drainage concerns. As a result it makes sense to address the stormwater at the same time we perform the street construction. Funding is available in the FY 2012-13 budget within the Stormwater Fund to expend on the stormwater portion of design engineering and construction.

If approved the City will issue the Notice to Proceed immediately for the design engineering with the goal of completing all construction in 2013 if at all possible.

Requested Motion: "I move to authorize the City Manager to accept a proposal from Michael Baker Jr., Inc. in the amount of \$125,250 to complete design engineering for Blind Pass Road from 73rd Avenue to Gulf Blvd."

Attachments: Michael Baker Jr., Inc. Proposal

**Reviewed by
City Manager:**

MB

Mr. Steven Hallock
Public Services Director
155 Corey Avenue
St. Pete Beach, Florida 33706

January 25, 2013

813-889-3892
FAX 813-889-3893

Re: Proposal for reconstruction of Blind Pass Road (BPR)
Gulf Blvd. to 73rd Avenue, St. Pete Beach, Florida (CITY)

Dear Steve:

Per our meetings with the Florida Department of Transportation (FDOT) and yourself (CITY), the following scope, schedule and fee have been developed to merge FDOT's 45% plan production of the referenced plans to the Michael Baker Jr., Inc., corporation (BAKER) for design, permitting and bid assistance for final signed and sealed documents.

With this approach, BAKER will be responsible for completion of the referenced plan production as the CITY Engineer of Record as part of the FDOT Local Agency Program (LAP) requirements.

Scope: **BAKER responsibility**

1. The BAKER team has reviewed the CADD file prepared by FDOT for the roadway plans and signing and marking plans. The roadway plans are at a 45% stage while the signing and marking plans are at 50%.
2. The BAKER team will review the design effort by FDOT with special emphasis on drainage, typical section, reference points, intersection profiles, cross sections, utility adjustments and finally, maintenance of traffic.
3. The BAKER team will perform 60% plans for the CITY and FDOT review. These plans will include but not designed by BAKER the reclaim water (4 - 6 inch) outside of the pavement section to include service lines as directed by the CITY to be incorporated into BAKER's BPR plans. Should the City request BAKER to design reclaim, this will be by separate work order and contract, fee. This design fee to be separate from FDOT reimbursement. BAKER to coordinate with the CITY and CITY storm water master plan consultant for BPR outfall connections and sizing. Design outside of the right of way to be under separate contract for reimbursement by the City to not intervene with FDOT money's per FDOT. BAKER will develop utility adjustments and plans in micro-station V8i.
4. The BAKER team will submit plans to the Southwest Florida Water Management District (SWFWMD) for permit review and approval.
5. Upon review comments by the CITY, FDOT and others, BAKER will submit 90% plans for review by all stakeholders including a construction review in-house.
6. Upon review comments by the CITY, FDOT and others, BAKER will submit 100% plans for review by all stakeholders including a construction review in-house.
7. Upon review comments by the CITY, FDOT and others, BAKER will submit signed/sealed plans for construction review and bidding.
8. The BAKER team will assist in the bidding process and selection.
9. The BAKER team is not responsible for FDOT's design decisions or plan production.
10. The BAKER team will utilize FDOT governing standards and specifications for the year 2013.
11. The BAKER team will be responsible to the CITY only for direction of this design project.
12. The BAKER team anticipates all design and construction within existing right of way except construction easements.
13. The BAKER team must get a release from FDOT to utilize their files, survey data, assumptions, etc., etc.
14. This scope does not include construction inspection at this time. Based upon final bids by contractors, BAKER can provide a construction man hour estimate and fee for the City to consider.
15. This scope does not include landscape design, lighting design or traffic signal design or adjustments to the existing traffic signals.

City of St Pete Beach (CITY) responsibility

- 1 The CITY will provide all utility information as the individual utilities near the project
- 2 The CITY will provide all known survey, design plans, projects, future projects as they may pertain to the BPR project.
- 3 The CITY will make the final determination at the start of the project, notice to proceed (NTP) of the final cross section for design purposes.
- 4 The CITY will respond to all submittals with comments within two weeks of receipt by the BAKER team.
- 5 The CITY will be responsible for all outside activities and responses to the public on this project.
- 6 The City will provide all reclaim data
- 7 The City will provide all master plan stormwater recommendations and preliminary layouts, concepts, pre-design data etc., to incorporate into BAKERs design plans.
- 8 The City will provide any additional stormwater modeling based upon design needs outside the right of way
- 9 The City will provide any additional survey data that is not available by their stormwater consultant or not available per the City's records or if not up to date for design use. Conflicts with residences to be handled by the City
- 10 The City has forwarded to BAKER the FDOT design criteria per a meeting held on October 30, 2012. Any deviation from this direction shall be considered out of scope and as such a supplemental shall be honored.

Schedule:

The BAKER team can perform the services listed in the scope as follows:

- | | |
|---|---|
| 1. Review of the FDOT design progress | Within two weeks of a Notice to Proceed |
| Review of the Stormwater Master Plan | Within two weeks of a Notice to Proceed |
| 2 Meeting with CITY on production and needs | At the two weeks point of the Notice to Proceed |
| 3. Design BPR, Side drains, storm drains | On-going |
| 4. 60% plans | Delivered 6 weeks from schedule item 2. |
| 5 Review by all stakeholders | 30 days Maximum |
| 6 90% plans | Delivered 4 weeks from schedule item 5 |
| 7 Review by all stakeholders | 30 days Maximum |
| 8 100% plans | Delivered 3 weeks from the schedule item 7 |
| 9 Final design BPR, side drains, storm drains
MOT, pay items, construction plans ready | Delivered 2 weeks from the schedule item 8 |
| 10. Signed Sealed plans and specs | Delivered 2 weeks from schedule item 9 |

Page 3 of 3
Mr. Steven Hallock
Proposal for Blind Pass Road reconstruction
January 25, 2013

Fee:

The BAKER team can perform the services listed in the scope and schedule for a lump sum fee of \$ 125,250.00

All expenses are included in the lump sum fee except permit fees and other fees typical to City costs.

Meetings are included in the lump sum fee.

We look forward to your approval and a work order in providing LAP design services for Blind Pass Road.

Sincerely,
Michael Baker Jr., Inc.



Jerry Dabkowski, PE
Asst. Vice President

Cc: Jim Davis
Bob Joel, PE
Mark Kistler, PE

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

ISSUE CONSIDERED: Final Reading: Ordinance 2013-09 providing a supplemental appropriation for fiscal year 2013 to the General, Wastewater, Stormwater and Capital Project Funds and providing for funding.

DATE: February 26, 2013

PREPARED BY: Elaine Edmunds, Finance Director

SUMMARY OF ISSUE: Ordinance 2013-09 provides a supplemental appropriation to the General, Wastewater, Stormwater and Capital Improvement Funds. At the end of fiscal year 2012, monies were encumbered in these funds. An encumbrance results when a commitment is made to purchase a good or service through the issuance of a purchase order. When the item is received it is moved from an encumbered status to an accounts payable status. The items in the attached listing were encumbered in fiscal year 2012 and were not received until fiscal year 2013. A reserve for encumbrances is established at fiscal year end to pay for those items ordered but not yet received. Therefore a budget adjustment is necessary to pay for the goods and services.

Ordinance 2013-09 also includes a transfer of \$12,755 to the Administrative Services Department, Parking Enforcement Division from the Police Department. Sale of parking decals and hang tags had previously been handled by police department personnel. With the changeover to the Pinellas County Sheriff, these duties have been moved to the Parking Enforcement Division. A part time position was filled to absorb this additional workload.

REQUESTED MOTION: "I move to approve Ordinance 2013-09, (read title)..."

ATTACHMENTS: Ordinance 2013-09
Encumbrance listing

**REVIEWED BY
CITY MANAGER:** MB

ORDINANCE 2013-09

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING A SUPPLEMENTAL APPROPRIATION TO THE GENERAL, WASTEWATER, STORMWATER AND CAPITAL PROJECT FUNDS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law:
and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2012-19, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the City Commission wishes to bring forward monies encumbered in fiscal year 2012; and

WHEREAS, the City Commission wishes reallocate funds from the Police Department to the Administrative Services Department for one additional part time employee to process parking permit applications and fees.

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

Section One. For the General Fund, the amount of \$24,034, for the Wastewater Fund, the amount of \$356,180, for the Stormwater Fund, the amount of \$125,689, for the Capital Projects Fund, the amount of \$453,589. These increases are to be funded by a reserve for encumbrances established in the fund balances for each fund at fiscal year ending September 30, 2012.

Section Two. For the General Fund, a decrease in the Police Department budget and an increase in the Administrative Services Department budget in the amount of \$12,755.

Section Three. This ordinance shall become effective upon final passage.

Steve McFarlin, MAYOR

FIRST READING : _____
PUBLISHED : _____
SECOND READING : _____
PUBLIC HEARING : _____

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2013.

Rebecca Haynes, City Clerk

City of St. Pete Beach
Encumbrance Listing
Fiscal Year Ending September 30, 2012

Purchase

Order #	Payee	Department	Amount
General Fund:			
12-00824	Luke Brothers Inc.	Parks	<u>\$ 24,034.00</u>
Wastewater Fund:			
12-00985	Public Resource Management		\$ 2,087.00
11-00719	George F. Young		\$ 2,950.00
12-00825	George F. Young		\$ 5,623.00
12-00883	George F. Young		\$ 1,530.00
12-00937	George F. Young		\$ 3,460.00
12-00956	Dive Tech International		\$ 24,600.00
12-00990	George F. Young		\$ 3,996.88
12-01026	Rowland, Inc.		\$ 311,933.35
Total Wastewater Fund			<u>\$ 356,180.23</u>
Stormwater Fund:			
12-01003	Environmental Waste Services		\$ 82,000.00
12-00951	Cribb Philbeck Weaver Group		\$ 43,689.00
Total Stormwater Fund			<u>\$ 125,689.00</u>
Capital Projects Fund:			
12-00888	Gator Grading & Paving		\$ 52,365.28
12-00947	Woods Consulting		\$ 25,700.00
12-00987	Morelli Landscaping		\$ 161,891.00
12-00988	Morelli Landscaping		\$ 59,729.00
12-01005	RAM Marine Service		\$ 75,211.00
12-01021	The Ash Group		\$ 78,692.50
Total - Capital Projects Fund			<u>\$ 453,588.78</u>

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

Issue Considered: Final Reading and Public Hearing of Ordinance 2013-08

Date: February 26, 2013

Prepared By: George Kinney, AICP

Summary of Issue: This amendment is brought by Enterprise Marine on behalf of a multi-family residential development at 1505 Pass-A-Grille Way and Heritage Docks on behalf of a multi-family residential development at 1605 Pass-A-Grille. Both of these properties reside in the RLM-2 zoning district, which permit multi-family use. In addition, both sites currently have Class B dock facilities that were damaged by recent weather events. These dock facilities are currently non-conforming as the existing language in the Land Development Code does not permit Class B docks.

The text amendment, as submitted, was directed only to the RLM-2 Residential Zoning District, which permits single-family, two-family, and multi-family uses. Prior to Planning Commission consideration, staff also reviewed the remaining zoning districts to see if similar provisions should apply and noted that the DCR (Downtown Core Residential) zoning district should also be amended to include Class B docks. In addition, staff noted that the RM (Residential Medium) District currently permits Class B docks as a Conditional Use and that this should be modified to make Class B docks a permitted accessory use. The Planning Commission agreed and recommended this Ordinance to the City Commission.

Requested Motion: “I move to approve Ordinance 2013-08 (read title)”

Attachments: Ordinance 2013-08 and Exhibit.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2013-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING SECTIONS 11.3 AND 34.3 OF THE LAND DEVELOPMENT CODE, TO ALLOW CLASS B DOCKS AS PERMITTED ACCESSORY USES AND STRUCTURES IN THE RLM-2 (RESIDENTIAL DISTRICT) AND DCR (DOWNTOWN CORE RESIDENTIAL) ZONING DISTRICTS; AMENDING DIVISION 12 OF THE LAND DEVELOPMENT CODE TO MOVE CLASS B DOCKS FROM SECTION 12.4 (CONDITIONAL USE) TO SECTION 12.3 (PERMITTED ACCESSORY USES AND STRUCTURES); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has received an application for text amendments to the Land Development Code; and

WHEREAS, the City's Planning Board, acting as the City's local planning agency, has reviewed this ordinance amending Divisions 11, 12, and 34 of the Land Development Code and found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

WHEREAS, the City Commission has found this ordinance to be consistent with the City's adopted comprehensive plan; and

WHEREAS, the City Commission has found this ordinance to be in the best interest of the health, safety and welfare of the citizens of the city; and

WHEREAS, notice of this ordinance has been provided in accordance with applicable law.

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

Section 1. Divisions 11, 12, and 34 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as illustrated in "Exhibit A".

Section 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 3. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 4. This Ordinance shall become effective immediately upon adoption.

STEVE MCFARLIN, MAYOR

LPA PUBLIC HEARING: 01/15/2013

PUBLISHED: 01/09/2013

FIRST READING: 2/12/2013

PUBLISHED: 01/30/2013

SECOND READING/ADOPTION HEARING:

PUBLISHED:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ____ day of _____, 2013

Rebecca Haynes, City Clerk

“Exhibit A”

DIVISION 11 - RLM-2 RESIDENTIAL DISTRICT

Sec. 11.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

DIVISION 12 - RM RESIDENTIAL DISTRICT

Sec. 12.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 12.5
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11

Sec. 12.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RM Residential District are as follows:

- (a) Assisted living facilities.
- (b) Daycare center/kindergarten.
- ~~(c) —Docks, commercial—Class B only.~~
- ~~(cd)~~ Recreational—Public parks and/or recreational facilities.
- ~~(de)~~ Schools, public or private.
- ~~(ef)~~ Utility substations and/or rights-of-way.

DIVISION 34 – DOWNTOWN CORE RESIDENTIAL DISTRICT

Sec. 34.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures and are not of a nature prohibited under section 33.5.
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.

I. Ordinance Information

Agenda Item 1A. - AN ORDINANCE TO BE ENTITLED, AMENDING THE TEXT OF SECTION 11.3 OF THE LAND DEVELOPMENT CODE TO ALLOW CLASS B DOCKS AS PERMITTED ACCESSORY USES AND STRUCTURES IN THE RLM-2 (RESIDENTIAL DISTRICT) ZONING DISTRICT.

II. Proposed Amendment Provision (Recommended)

DIVISION 11 - RLM-2 RESIDENTIAL DISTRICT

Sec. 11.3. - Permitted accessory uses and structures.

- (a) Uses and structures, as regulated in section 6.13, which are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures, do not involve the conduct of a business, and are not of a nature prohibited under section 11.5
- (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- (c) Residential and Class B commercial docks, including tie poles, in conformance with the provisions of section 6.23 and other applicable codes and ordinances of the city, county or state.
- (d) Temporary structures under the provisions of section 6.11, Supplemental Regulations of this Code.

III. Background Information

This amendment is brought by Enterprise Marine on behalf of a multi-family residential development at 1505 Pass-A-Grille Way and Heritage Docks on behalf of a multi-family residential development at 1605 Pass-A-Grille. Both of these properties reside in the RLM-2 zoning district, which permit multi-family use. In addition, both sites currently have Class B dock facilities that were damaged by recent weather events. These dock facilities are currently non-conforming as the existing language in the Land Development Code does not permit Class B docks.

IV. Zoning and Comprehensive Plan

The text amendment is applicable to the RLM-2 Residential Zoning District, which permits single-family, two-family, and multi-family uses. The request appears to be consistent with the Comprehensive Plan.

V. Analysis/Summary

Staff recognizes that multi-family uses are permissible in the RLM-2 Zoning Category and supports the request for Class B docks as a permitted accessory structure.

Note 1: Staff notes that the RM (Residential Medium) District currently permits Class B docks as a Conditional Use. Staff would recommend that the Board reassess this additional approval requirement (conditional use) and make Class B docks a permitted accessory use.

Note 2: Staff also reviewed the remaining zoning districts to see if similar provisions should apply and would note that the DCR (Downtown Core Residential) zoning district should be assessed for the inclusion of Class B docks.

Photos



Figure 1. Multi-Family Units at 1505 Pass-A-Grille Way



Figure 2. Storm Damaged Dock at 1505 Pass-A-Grille Way



Figure 3. Multi-Family Units at 1605 Pass-A-Grille Way



Figure 4. Storm Damaged Dock at 1605 Pass-A-Grille Way

Relevant Code Provisions

Division 2 - Definitions

Sec. 2.1. - Words, terms and phrases defined.

Dock means any structure, including a pier, wharf, loading platform, tie poles, dolphins, accessory structures, or a boat lift which is constructed on piles, over open water, or which is supported by flotation on the waters of the county. Docks are further classified as follows:

- (1) Residential dock means a dock that is permitted as an accessory to a one- or two-family residential use which is built on pilings over water or supported by flotation devices, and is designed or used to provide moorage for one or more boats without charge.
- (2) Commercial dock means a structure on piles over water or a structure that is defined as a commercial dock by the county environmental resources management division and which is designed or used to provide a berth for and access to one or more private, charter, commercial or party boats further classified and defined, as follows:
 - b. Class B means any dock used in connection with a social, fraternal club or organization, and where use of the facility is restricted to members only or multiuse private docks owned individually or in common by the residents of any residential development with three or more residential units.

Division 11 - RLM-2 Residential District

Sec. 11.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RLM-2 Residential District are as follows:

- (a) Residential dwellings—Detached single-family, multifamily and two-family. Such dwellings shall not be used for transient occupancy.

Division 12 - RM Residential District

Sec. 12.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the RM Residential District are as follows:

- (a) Residential dwellings—Attached and detached single-family, multifamily and two-family. Such dwellings may be used for transient occupancy, so long as any transient occupancy of less than 30 days does not occur more than three times in any 12-month period on any parcel.

Sec. 12.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RM Residential District are as follows:

- (c) Docks, commercial—Class B only.

Division 34 - Downtown Core Residential District

Sec. 34.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the Downtown Residential District are as follows.

- (a) Residential dwellings—Attached and detached single family, two-family and multifamily.
- (b) Residential docks.

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

Issue Considered: Resolution 2013-03, supporting Pinellas County Public Charter School – Academy by the Sea.

Date: February 26, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: There is an effort underway to establish Academy by the Sea Charter School to be located in St. Pete Beach. This resolution supports that effort which will enhance the quality of life for the citizens of St. Pete Beach.

Requested Motion: “I move to approve Resolution 2013-03.”

Attachments: Resolution 2013-03

**Reviewed by
City Manager:** _____

RESOLUTION 2013-03

A RESOLUTION OF THE OF THE CITY OF ST. PETE BEACH, FLORIDA IN SUPPORT OF PINELLAS COUNTY PUBLIC CHARTER SCHOOL ACADEMY BY THE SEA.

Whereas, the City of St. Pete Beach's Vision Statement urges that we be a community where ideals and principles are valued, where accomplishment and talent are prized and will be home to families and other residents who enjoy safe, healthy and attractive neighborhoods; and

Whereas, the City of St. Pete Beach's Mission Statement notes that our city exists to provide, promote and preserve a superior social, economic and physical environment; and

Whereas, the City of St. Pete Beach lists its core values and the first one on the list states that our city will be a family-friendly beach community atmosphere; and

Whereas, children make up a significant percentage of our population; and

Whereas, it is critical that our children have easy safe access to education and learning in order to prepare them for life as adults and future leaders of our community; and

Whereas, the community of St. Pete Beach has a long history of both public and private schools, an integral part of our community, dating back to 1915; and

Whereas, the Pinellas County School Board saw fit to close our only public school in June 2009, after six decades of community operation; and

Whereas, the community of St. Pete Beach has been without a public educational facility for more than three years; and

Whereas, there is an effort underway to establish "Academy by the Sea", a proposed charter public school to be located in St. Pete Beach by a local group of parents and residents who have applied to open a public educational institution to serve grades 4 through 8; and

Whereas, the addition of a public charter school will enhance the quality of life for the citizens of St. Pete Beach and its surroundings. Academy by the Sea would not only offer the children in our area a local public school option, but would also attract new families that keep our community thriving; and

Whereas, the "Academy by the Sea's" academic curriculum will be based on the Montessori inquiry-based teaching methodology, which teaches concepts of independence, cooperation and courtesy that prepare students to become leaders in the local and global community; and

Whereas, the Pinellas County School Board currently operates 21 Public Charter Schools in Pinellas County; and

Whereas, the charter school option provides local organizers the autonomy to offer rigorous high-level education to the children of our barrier island area while offering tuition free public education open to all; and

Whereas, if the application by “Academy by the Sea’s” application is approved, it is hoped to have approximately 132 students join for the 2013-14 school year providing the community of St. Pete Beach its first public school after a break of four years in our more than half-century history of public local education.

Now Therefore, Be it Resolved, that the St. Pete Beach City Commission supports and endorses the establishment of a Charter Public School, Academy by the Sea within the City.

Be it further Resolved, that the City of St. Pete Beach asks the Pinellas County School board to approve the vote to be taken on Academy by the Sea’s Application.

Adopted this _____ day of _____, 2013

MAYOR

ATTEST:

City Clerk