

Table of Contents

Agenda	3
Authorize the City Manager to enter into a planning and urban design services agreement with Tindale-Oliver & Associates, Inc.	
Tindale Oliver Planning & Urban Design Agreement Agenda Report	6
Exhibit Tindale Oliver Agreement.	7
Ministerial appointment of the fifth member to the General Employees' Pension Board of Trustees	
Ministerial appointment to General Pension Board Agenda Report	27
Ministerial appointment of the fifth member to the Firefighters' Pension Board of Trustees	
Ministreal appointment to Firefighters' Pension Board Agenda Report	28
Appointment to the General Employees' Pension Board of Trustees	
Appointment to General Employees' Pension Board Agenda Report	29
Correspondence from Bill Schroeder	30
Appointment to the Firefighters' Pension Board of Trustees	
Appointment to Firefighters' Pension Board Agenda Report.	31
Corresondence from Michael Terry.	32
Appointment to the Police Officers' Pension Board of Trustees	
Appointment to the Police Officers' Pension Board Agenda Report	33
Corresondence from Bob Rogers.	34
Request from Paradise Sweets LLC to consider a five year extension option of the existing Pass-A-Grille and Upham Beach concession stands lease agreements.	
Concession Stands Lease Extension Agenda Memo.	35
Lease Extension Request.	36
Authorization for the City Manager to accept a proposal from Tindale-Oliver & Associates, Inc. in the amount of \$18,181.48 to complete adoption of the City Community Redevelopment Area (CRA).	
Tindale Oliver Agenda Report	37
Exhibit Scope of Services.	38
Ordinance 2013-09, Final Reading and Public Hearing, providing a supplemental appropriation for fiscal year 2013 to the General, Wastewater, Stormwater and Capital Project Funds and providing for funding.	
Ordinance 2013-09 Agenda Report.	46
Ordinance 2013-09	47
Encumbrance Listing	48

Ordinance 2013-10, First Reading and Public Hearing,
authorizing revised fees for rental of the Community Center and
providing for fees for park property rentals.

Ordinance 2013-10 Agenda Report. 49

Ordinance 2013-10 50

Resolution 2013-03, A resolution of the City of St. Pete Beach,
Florida declaring support for proposed changes to Section
287.055, F.S., also known as "The Consultants Competitive
Negotiation Act".

Resolution 2013-03 Agenda Report. 52

Resolution 2013-03 53

SB 1002. 55



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, March 12, 2013

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

INSTALLATION MEETING

Call to Order

- 1. Installation of District 2 Commissioner – Jim Parent**
 - 2. Installation of District 4 Commissioner – Melinda Pletcher**
-

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. – **None for this agenda.**

3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Authorize the City Manager to enter into a planning and urban design services agreement with Tindale-Oliver & Associates, Inc.**
 - b. **Ministerial appointment of the fifth member to the General Employees' Pension Board of Trustees**
 - c. **Ministerial appointment of the fifth member to the Firefighters' Pension Board of Trustees**
 - d. **Appointment to the General Employees' Pension Board of Trustees**
 - e. **Appointment to the Firefighters' Pension Board of Trustees**
 - f. **Appointment to the Police Officers' Pension Board of Trustees**
5. **Action Items**
 - a. **Request from Paradise Sweets LLC to consider a five year extension option of the existing Pass-A-Grille and Upham Beach concession stands lease agreements.**
 - b. **Authorization for the City Manager to accept a proposal from Tindale-Oliver & Associates, Inc. in the amount of \$18,181.48 to complete adoption of the City Community Redevelopment Area (CRA).**
6. **Ordinances**
 - a. **Ordinance 2013-09, Final Reading and Public Hearing, providing a supplemental appropriation for fiscal year 2013 to the General, Wastewater, Stormwater and Capital Project Funds and providing for funding.**
 - b. **Ordinance 2013-10, First Reading and Public Hearing, authorizing revised fees for rental of the Community Center and providing for fees for park property rentals.**
7. **Resolutions**
 - a. **Resolution 2013-03, A resolution of the City of St. Pete Beach, Florida declaring support fo proposed changes to Section 287.055, F.S., also known as "The Consultants Competitive Negotiation Act".**
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 Tindale-Oliver & Associates, Inc. for planning and urban design services.

Date: March 12, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Tindale-Oliver & Associates, Inc. would be used on an 'as needed' basis and pursuant to a relevant project and mutually agreed upon scope of services. Tindale-Oliver & Associates, 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 Tindale-Oliver & Associates, Inc. for ‘as needed’ planning and urban design services.

Attachments: Agreement

Reviewed by City Manager: MB

**CONSULTING AGREEMENT
FOR
PLANNING SERVICES**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement"), is made and entered into as of this 12th day of March, 2013, by and between THE CITY OF ST. PETE BEACH, a municipal corporation (the "CITY") and TINDALE-OLIVER & 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 _____ months and shall begin on the _____, 2013 and end on _____, 201____, 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 _____ 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) 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:

Tindale-Oliver & Associates, Inc.
1000 North Ashley Drive - Suite 400
Tampa, Florida 33602

Attention: William L. Ball, AICP

with a copy to:

with a copy to:

(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.

Tindale-Oliver & Associates, Inc.
Consultant

CITY OF ST. PETE BEACH, FLORIDA

BY William L. Ball
William L. Ball, Chief Operating
NAME, TITLE (typed or printed) Officer

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SunCoast Insurance, div of USI 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr., Suite 400 Tampa, FL 33602	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Travelers Indemnity Company of</td><td>25682</td></tr> <tr> <td>INSURER B:</td><td>Travelers Indemnity Company</td><td>25658</td></tr> <tr> <td>INSURER C:</td><td>Travelers Casualty & Surety Co</td><td>31194</td></tr> <tr> <td>INSURER D:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Company of	25682	INSURER B:	Travelers Indemnity Company	25658	INSURER C:	Travelers Casualty & Surety Co	31194	INSURER D:	XL Specialty Insurance Company	37885	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	6808127L852	02/24/2013	02/24/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BA8130L506	02/24/2013	02/24/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$ 10000	X	CUP8406Y26A	02/24/2013	02/24/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UB7082Y317	09/01/2012	09/01/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		DPR9701509	04/20/2012	04/20/2013	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

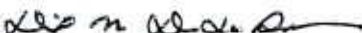
Professional Liability coverage is written on a claims-made and reported basis.

Project: TOA #465000-01.13 Consulting Agreement for Planning Services. Thirty (30) days prior written

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

The City of St. Pete Beach Attn: George Kinney 155 Corey Avenue St. Petersburg, FL 33701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

notice of cancellation applies to all policies except Workers' Compensation wherein notice is delivered in accordance with policy provisions.

Tindale-Oliver & Associates, Inc. Hourly rates

Contract: St. Pete Beach

Summary

Date: February 1, 2013

Escalation factor: 3%

Classification	Rate	Burden rates		
		2012	2013	2014
Principal	\$69.52	\$215.69	\$222.16	\$228.83
Senior Planner	\$54.97	\$170.56	\$175.67	\$180.94
Sr. Engineer	\$47.96	\$148.78	\$153.24	\$157.84
Project Manager	\$47.39	\$147.03	\$151.45	\$155.99
Project Planner	\$34.06	\$105.68	\$108.85	\$112.12
Engineer	\$32.30	\$100.21	\$103.22	\$106.31
Planner	\$24.99	\$77.52	\$79.85	\$82.24
Graphics Designer	\$24.15	\$74.91	\$77.16	\$79.47
Admin/Clerical	\$19.47	\$60.41	\$62.22	\$64.08

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

Issue Considered: Ministerial appointment of the fifth member to the General Employees' Pension Board of Trustees

Date: March 12, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: The fifth trustee of the General Employees' Pension Board is chosen by a majority of the other four trustees and then as a ministerial duty appointed by the city commission. At the January 17, 2013 General Employees' Pension Board meeting the Board chose to retain Mr. Don Pellegrino as the fifth trustee.

Requested Motion: "I move to appoint Don Pellegrino to the General Employees' Pension Board of Trustees

Attachments: N/A

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

Issue Considered: Ministerial appointment of the fifth member to the Firefighters' Pension Board of Trustees

Date: March 12, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: The fifth trustee of the Firefighters' Pension Board is chosen by a majority of the other four trustees and then as a ministerial duty appointed by the city commission. At the January 17, 2013 Firefighters' Pension Board meeting the Board chose to retain Mr. Keith Beattie as the fifth trustee.

Requested Motion: "I move to appoint Keith Beattie to the Firefighters' Pension Board of Trustees

Attachments: N/A

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

Issue Considered: Appointment to the General Employees' Pension Board of Trustees

Date: March 12, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: The term for one of the Commission appointed positions on the General Employees' Pension Board of Trustees is complete in March. The current appointee, Mr. Bill Schroeder, has expressed his desire to continue serving on the Board.

Requested Motion: "I move to appoint Bill Schroeder to the General Employees' Pension Board of Trustees

Attachments: Correspondence from Bill Schroeder

From: [William Schroeder](#)
To: [Colette Graston](#)
Subject: Re: General Pension Board
Date: Thursday, February 21, 2013 5:55:41 PM

Hi Colette- yes I am honored to be asked if I will serve again. I am glad to serve another term. Hopefully I will be able to juggle my full work schedule and serve the community I cherish.

Cheers,

Bill

Sent from my iPhone

On Feb 21, 2013, at 2:30 PM, Colette Graston <Colette@stpetebeach.org> wrote:

Hi Bill,

Your term on the General Pension Board is up in March. Would you like to be reappointed for another 2 year term?

Colette Graston

Executive Assistant
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-363-9232
<001.gif>

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.

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

Issue Considered: Appointment to the Firefighters' Pension Board of Trustees

Date: March 12, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: The term for one of the Commission appointed positions on the Firefighters' Pension Board of Trustees is complete in March. The current appointee, Mr. Michael Terry, has expressed his desire to continue serving on the Board.

Requested Motion: "I move to appoint Michael Terry to the Firefighters' Pension Board of Trustees

Attachments: Correspondence from Mr. Michael Terry

From: Terry121@aol.com
To: [Colette Graston](#)
Subject: Fwd: Firefighter's Pension Board
Date: Friday, February 22, 2013 10:13:22 AM

Yes, I would like to serve another term.

Mike Terry

From: Colette@stpetebeach.org
To: terry121@aol.com
Sent: 2/21/2013 2:51:58 P.M. Eastern Standard Time
Subj: Firefighter's Pension Board

Hi Mr. Terry,

Your term as a Commission appointed member on the Firefighters Pension Board is up In March. Please let me know if you would like to serve another two year term so the Commission can make the appointment .

Thanks!

Colette Graston

Executive Assistant

City of St. Pete Beach

155 Corey Avenue

St. Pete Beach, FL 33706

727-363-9232



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.

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

Issue Considered: Appointment to the Police Officers' Pension Board of Trustees

Date: March 12, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: The term for one of the Commission appointed positions on the Police Officers' Pension Board of Trustees is complete in March. The current appointee, Mr. Bob Rogers, has expressed his desire to continue serving on the Board.

Requested Motion: "I move to appoint Bob Rogers to the Police Officers' Pension Board of Trustees

Attachments: Correspondence from Mr. Bob Rogers

Mayor Steve McFarlin

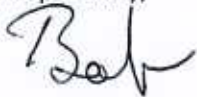
St. Pete Beach City Commission

St. Pete Beach, FL 33706

Dear Mayor McFarlin,

I have served four years on the Police Pension Board, two of those years as Chairman. I would like to serve one more term to help insure a smooth transition for the police pension plan. In the short term the city will have five officers working as deputies in the Pinellas County Sheriff's Office who will continue in our hybrid plan until they reach their vested service date. At that time the pension plan will serve only retired or will be retired officers. The pension plan will continue to have a significant unfunded liability for several years. I believe my experience will benefit the city during this transition period. My goal is to guide the plan to a more efficient and cost effective operation.

Respectfully,

A handwritten signature in black ink, appearing to read 'Bob', written over the word 'Respectfully,'.

Robert Miller Rogers 6th

6467 1st Palm Pt.

St. Pete beach, FL 33706

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

Issue Considered: A written request from Paradise Sweets LLC to consider a five year extension option of the existing Pass A Grille and Upham Beach concession stands lease agreement.

Date: March 12, 2013

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Director of Administrative Services

Summary of Issue: On June 1, 2008 Paradise Sweets LLC entered into a five year lease agreement with the City for use of the Pass A Grille and Upham Beach concession stands. The existing lease agreement is due to terminate on May 31, 2013. As part of the terms of the existing lease agreement three (3) additional five (5) year extension options are available upon mutual agreement of the parties. In addition, the lessee must notify the City at least one hundred twenty (120) days prior to the expiration of the existing lease term whether they wish to extend the lease term as provided. On January 25, 2013 Paradise Sweets LLC submitted a written request to extend the lease agreement five (5) years as per the existing lease extension option. The City must notify the lessee within sixty (60) days of their notice to extend, of their acceptance or not.

Requested Motion: "I move the request of Paradise Sweets LLC. for a five year extension of the Merry Pier lease be (granted) (denied) and the City Manager notify the lessee of the City's decision as per the terms of the existing lease."

Attachments: Paradise Sweets LLC lease extension request for use of the Pass A Grille and Upham Beach concession stands.

Reviewed By:
City Manager: MB

**Paradise Sweets LLC
900 Gulf Way
St. Pete Beach, FL 33706**

January 25, 2013

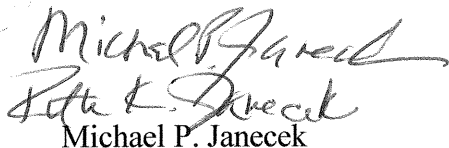
Mr. Michael Bonfield
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

LEASE EXTENSION

Dear Mr. Bonfield:

We are writing because our current lease term will expire on May 31, 2013, and we wish to extend our current lease term for an additional five (5) years.

Sincerely,

Handwritten signatures of Michael P. Janecek and Rita K. Janecek. The signature of Michael P. Janecek is written in cursive and is positioned above the signature of Rita K. Janecek, which is also in cursive.

Michael P. Janecek

Rita K. Janecek

Paradise Sweets LLC

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

Issue Considered: Authorization for the City Manager to accept a proposal from Tindale-Oliver & Associates, Inc. in the amount of \$18,181.48 to complete adoption of the City Community Redevelopment Area (CRA).

Date: March 12, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Tindale-Oliver & Associates, Inc. would assist the City in completing the necessary steps to adopt the Community Redevelopment Area. This effort would include the tasks noted under Phase 1 of the attached Scope of Work (Exhibit A). These tasks include but are not limited to an updated market analysis, revised revenue (TIF) projections, revised priority listings and final negotiation with Pinellas County.

Requested Motion: “I move to authorize the City Manager to enter into a contract with Tindale-Oliver & Associates, Inc. in the amount of \$18,181.48 to complete adoption of the City Community Redevelopment Area (CRA)”.

Attachments: Agreement

Reviewed by City Manager: MB



February 20, 2013

Mr. George Kinney
Community Development Director
155 Corey Avenue
St. Pete Beach, FL 33706

Re: DRAFT St. Pete Beach CRA Planning Services - Scope and Fee

1.0 Introduction/Project Understanding

The City of St. Pete Beach requested that Tindale-Oliver & Associates (TOA) assist in the development of a specific, focused action plan for their Community Redevelopment Area (CRA) which includes the Downtown core along Corey Avenue as well as tourist destinations along the beach. The area in question contains ± 135 acres, and has been the subject of significant planning efforts in recent years. With the legal challenges to the Comprehensive Plan expected to be resolved in the near future, the City is now prepared to move forward with the implementation of their CRA Plan, which was originally adopted in 2010 (Resolution 2010-01). Although the plan has been adopted, the redevelopment trust fund has not yet been created, which has kept the Community Redevelopment Agency from generating tax increment finance (TIF) revenues to support redevelopment efforts.

The purpose of this study will be to assess the current CRA Plan, and any other relevant plans/policies, analyze current and anticipated market conditions, and identify a clear and concise action plan for redevelopment efforts, investments and initiatives in the short, mid, and long term timeframes. In order to accomplish these tasks effectively, the general tasks listed below will need to be undertaken and completed. These are described in more detail in Section 2.0, Scope of Work, and in summary below:

- 1. Assess Existing Policy Framework** - The first step in determining the specific needs for community redevelopment within St. Pete Beach will be to review/assess the current planning documents to better understand the policy and regulatory environment and how it may be affecting redevelopment within the CRA. While completing this assessment it will be determined whether or not any changes to the Plan will be necessary.
- 2. Updated Market Analysis** - This will require the completion of a focused market analysis that examines both area-wide trends and CRA-specific opportunities to determine the most reasonable market forecast, particularly for the short and mid-term. The market forecast, which will include high and low alternatives, will serve as the basis for a similar range of TIF projections



that will serve as the primary revenue source for funding redevelopment-related projects within the CRA, and leveraging other public and private investment in the area.

3. **Update TIF Revenue Projections** - Using the updated market analysis, TIF revenue projections will be created for the life of the CRA. As mentioned previously, high and low alternatives will be created, for reference and discussion purposes.
4. **Reach Revenue Sharing Agreement** - In order to begin collecting TIF revenues, the City will have to reach a revenue sharing agreement with Pinellas County. Once this agreement has been reached, a base year will be established by City ordinance, and TIF revenues can begin to be collected in the next calendar year.
5. **Complete Action Plan** - Using the updated TIF revenue forecasts a 10-year action plan will be completed identifying specific policy/regulatory changes and infrastructure projects, and other initiatives, that will be implemented to encourage targeted redevelopment within the CRA.

The completion of the above items will provide the City/Community Redevelopment Agency the necessary planning and financial tools to move forward with redevelopment activities during the 2013 calendar year and beyond. The tasks below are those required for TOA to complete the process of assisting the City with this endeavor. A fee table is included in Section IV of this proposal detailing the cost of completing this work.

2.0 Scope of Work

2.1 Plan and Policy Assessment

The purpose of this task will be to review/assess existing plans and policies currently guiding redevelopment within the CRA. These plans/policies will include, but are not limited to the Finding of Necessity (FON) document, the adopted CRA Plan, The Comprehensive Plan, the Community Redevelopment District (CRD) Plan, and existing land development regulations. This proposal has been developed under the assumption that all legally required steps have been taken in the CRA approval process (City, County, etc.), and part of this first task will be documenting the adoption process.

Through the detailed review of the existing CRA Plan, this assessment will include a determination of whether there are any existing conflicts within the plan that need to be remedied in order to move forward with redevelopment activities. Given the relatively recent approval date of the CRA Plan document, it is doubtful that there will be any significant conflicts. However, it will be important to confirm this before moving into subsequent tasks. If a CRA Plan update is required, it is expected that the changes will be relatively minor, and will likely be covered under the development of an action plan. If it is determined that additional services will be needed to complete the CRA Plan update, it will be documented in the summary memorandum under this task.



TOA Deliverables:

- Summary memorandum documenting specific recommendations and their prioritization from the adopted CRA Plan. The memorandum will identify if there are any potential areas of conflict or concern that need to be addressed through a CRA Plan update.
- Project Schedule identifying specific timeline to complete the planning process.

2.2 Market Analysis and TIF Projections

Urban Development and Mobility Solutions (UDMS) will work with TOA to conduct a focused review of the market characteristics of the adopted CRA Area. The review will include an updated assessment of macroeconomic conditions in light of the national recession and recovery, assess recovery prospects, and explain how these conditions are affecting (and will affect) the real estate development industry, both nationally and regionally.

A comprehensive assessment of historical and existing conditions will be conducted for residential and nonresidential growth and development activity in the City of St. Pete Beach the area immediately surrounding the CRA in order to determine the fundamental market factors that have been influencing development and business performance. Annual absorption of residential and nonresidential uses will be estimated by general type/use for the aforementioned areas of geography. The absorption analysis will be compared with household growth, employment trends, income shifts, and changes in consumption patterns to determine if the local and regional marketplace has been effectively meeting the general economic needs of local area households. Supply-side econometric forecast models of demand will be generated, based on expected increases in trade area households and employment as well as changes in income and consumption.

Using the data from the Market Analysis described above, UDMS and TOA will create TIF projections to help the community understand the potential revenues available for redevelopment activities for the life of the CRA.

TOA Deliverables:

- TIF revenue projections for the life of the CRA Plan
- Revisions to TIF projections as may be required as a result of negotiations with Pinellas County

2.3 County Negotiations

This task will include time necessary for the production for materials and attendance at any required meetings that may be required for negotiations with Pinellas County Government for the successful completion of negotiations for a revenue sharing agreement for future TIF revenues. Specifically, this



task will include the completion of the following:

- Attendance at a maximum of four (4) meetings with Pinellas County Staff
- Attendance and presentation at one (1) Pinellas County Board of County Commissioners (BOCC) Meeting
- Development of any additional required exhibits as needed.

Phase II - Development of an Action Plan

2.4 Development of a 10-Year Action Plan

The purpose of this task will be to develop a detailed 10-Year Action Plan that will identify specific regulatory changes and a Capital Improvements Plan (CIP) prioritized maximize return on investment from available TIF revenues. The following tasks detail the planning process. The attached fee table includes a line item for two additional public workshops if needed.

2.5 Kick-Off Meeting & Data Collection

Kickoff meeting: TOA will attend a kickoff meeting with City staff to review and reaffirm City needs/objectives and to review any additional data needed from various City and/or County departments

Data Collection: The City will assist TOA in acquiring data as needed to complete the Action Plan. This data may include, but is not limited to:

- CRA Approval Documents for the City and Pinellas County including meeting dates, agendas, resolutions, etc.
- Aerial photographs and base maps
- Location of infrastructure, natural features
- Current Comprehensive Plan goals, objectives, and policies
- Current architectural guidelines
- Historic preservation guidelines and inventory
- Current real estate data, including housing, retail, employment
- Current City Capital Improvements Program (CIP) and other City projects
- Relevant information regarding existing land uses, committed private development projects, schools and churches, community organizations
- Current CRA priorities, initiatives, and projects, where appropriate.



In addition to the above listed data, TOA will conduct field reviews to identify specific areas of opportunity and concern that may need to be addressed within the Action Plan.

TOA Deliverables:

- Meeting agendas and documents
- Data Needs Memorandum
- Meeting notes for distribution

2.6 Preliminary Draft Plan Preparation

TOA, in consultation with City staff, will assume primary responsibility for drafting the Action Plan outline for review/approval by the City prior to the preparation of a draft plan.

The draft plan will be prepared based on input received from City Staff and through data analysis. The draft will be submitted to the City for review (additions, deletions, corrections), and a Final Report will be prepared for submission for the required public hearings. It is anticipated that a second public meeting and potentially a public workshop will follow the initial submission of the Draft plan, for an interactive discussion of plan elements, concepts and proposed projects and activities.

TOA Deliverables:

- Draft Preliminary Plan

City Staff Deliverables:

- List of recommended plan edits

2.7 Public Participation

The TOA team will prepare the necessary presentations and attend one (1) CRA public hearing and a City Commission public hearing. TOA will prepare presentations for all meetings, and we would welcome City staff facilitating and participating, if desired.

Stakeholder Interviews: Up to eight (8) stakeholder interviews will be conducted in the course of the study, at the discretion of the City. These interviews will be instructive to the team, and could enhance the local perspective of community leaders in the formulation of the Action Plan.

Additional Public Workshops: If an update to the CRA Plan is required, in addition to the public hearings listed above, TOA will prepare for and participate in two (2) interactive public workshops, which will serve to collect community input on desired projects and programs to be articulated within the Plan.

All meeting logistics (e.g., location, legal notice, materials and equipment, etc.) will be the responsibility



of the City. These meetings will meet the requirement of six public meetings described in Section IV of the RFP. All meeting results will be reviewed with the City, and edits will be identified for inclusion within the Preliminary Draft Plan document appendices.

TOA Deliverables:

- *Power Point Presentations*
- *Maps and graphics for viewing*
- *Meeting summary notes, including any revised recommendations*

2.8 Final Plan Preparation

Once the public involvement and City review processes have been completed, the Final Report will be prepared. Any research or modifications based on these activities will be accomplished prior to finalizing the Action Plan.

At the conclusion of the final Action Plan, the following presentations, reviews and revisions will occur:

TOA Deliverables:

- *Twenty (20) copies of the Final Plan document*
- *One (1) electronic copy (CD/DVD) of the Final Plan document in PDF and MS Word format*
- *PowerPoint presentation of the Final Plan document for the City Commission for adoption*

3.0 General Conditions and Understanding

- All cost estimates assume that the City will supply TOA with all available data summarized in Task 2.5.
- Opinions of probable costs for capital improvements will be order of magnitudes based upon a planning- level review. These are not intended to be used as cost estimates, and could change over time based on a variety of factors.

This proposal does not include the following:

- Detailed design or design development of specific projects.
- Detailed infrastructure maps beyond what is provided from the City.
- Cost estimating beyond the order-of-magnitude cost estimate for capital improvements.
- Additional graphic design beyond the graphic products and illustrations anticipated for the CRA Plan.
- Traffic study or additional planning studies beyond the public-realm analysis anticipated in the Plan.



Mr. George Kinney
Page 7 of 7

- Economic or fiscal research beyond that described in the Scope of Work.
- Market research beyond that described in the Scope of Work.
- Detailed building condition survey beyond that described in the Scope of Work.

4.0 Schedule

TOA is prepared to begin work on the project immediately upon receipt of this executed proposal. Upon receipt of the data from the City (as described in Scope of Services 2.1.2), TOA will complete the tasks documented within this scope of work within three months of the Notice to Proceed (NTP), assuming the City intends to complete all legal approvals prior to June 30, 2013.

This timeline assumes the following:

- The City will be able to schedule all required meetings (including any required County Commission Meetings) and public workshops and deliver written comments in a timely manner that will allow TOA ample time to complete the draft.
- The City will provide all requested data in a timely fashion in order to facilitate the planning process.

5.0 Excluded Services

The professional services that TOA will provide under the proposal/ agreement include, and are limited to, those described in Section 2.0 (Scope of Services). All other services, including, and in addition to those identified under Section 3.0, are specifically excluded.

6.0 Project Cost

TOA is prepared to begin work on the project immediately upon Notice to Proceed. In consultation with the City, TOA will perform its work in such a manner as to comply with an agreed-upon schedule. The Scope of Services described herein will be provided according to the identified schedule. A detailed budget/cost information with hourly rates is attached.

Phase I - Market Analysis and TIF Projections						
DESCRIPTION	TOA	TOA	TOA	TOA	UDMS	Totals By Task
	Principal	Project Planner	Planner/GIS	Planner/ Designer	Senior Economist	
	\$222.16	\$105.68	\$77.52	\$77.52	\$125.00	
Plan and Policy Assessment	4.00	20.00	0.00	4.00	2.00	\$3,562.32
Market Analysis and TIF Projections	8.00	8.00	0.00	0.00	75.00	\$11,997.72
County Negotiations	4.00	4.00	4.00	0.00	8.00	\$2,621.44
Totals by Person	16.00	32.00	4.00	4.00	85.00	\$18,181.48
Phase II - 10 Year Action Plan						
DESCRIPTION	TOA	TOA	TOA	TOA	UDMS	Totals by Task
	Principal	Project Planner	Planner/GIS	Planner/ Designer	Senior Economist	
	\$222.16	\$105.68	\$77.52	\$77.52	\$125.00	
Kick Off Meeting and Data Collection	4.00	20.00	8.00	8.00	0.00	\$4,242.56
Preliminary Draft Plan Preparation	4.00	40.00	8.00	24.00	12.00	\$9,096.48
Final Plan preparation	4.00	16.00	2.00	4.00	0.00	\$3,044.64
Stakeholder Meetings (8)	12.00	12.00	0.00	16.00	4.00	\$5,674.40
Public Hearings (2)	4.00	6.00	0.00	8.00	4.00	\$2,642.88
Phase II Subtotal	28.00	94.00	18.00	60.00	20.00	\$24,700.96
Optional Public Workshops (2)	6.00	12.00	4.00	8.00	0.00	\$728.00
Phase II Total (w/optional workshops)	34.00	106.00	22.00	68.00	20.00	\$28,232.32

**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: March 12, 2013

PREPARED BY: Elaine Edmunds, Administrative Services 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: Ordinance 2013-10, First Reading and Public Hearing, providing for amendment to rental fees section 58-5(a) of the fee ordinance.

Date: March 12, 2013

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Community Center rental blocks on the weekends are in high demand, especially on Saturdays. To keep in stride with the industry, I recommended Saturday premium be added to the fee structure. The recommended Saturday rental fees for the Community Center would be as follows, if approved:
4 hour block - \$1,000 + \$500 premium = \$1,500
6 hour block - \$1,500 + \$500 premium = \$2,000
8 hour block - \$2,000 + \$500 premium = \$2,500
10 hour block - \$2,500 + \$500 premium = \$3,000
*St Pete Beach Residents still would receive a 10% discount off the rental fees.

Additionally, with the Community Center space booked with rentals, many inquiries come for renting parks for events. Currently, there is no fee structure for this. The recommended fee for park rentals would be, if approved:

Based on # of anticipated attendance

50-100:	\$150 Resident	\$250 Non Resident
101-250:	\$250 Resident	\$350 Non Resident
251-500:	\$350 Resident	\$500 Non Resident
Deposit: \$50-\$500		

Requested Motion: "I move to approve ordinance 2013-10 to amend the rental fees section 58-5(a) of the fee ordinance"

Attachments: Ordinance 2013-10

**Reviewed by
City Manager**

MB

ORDINANCE NO. 2013-10__

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR REVISED FEES FOR RENTAL OF THE COMMUNITY CENTER; PROVIDED FOR FEES FOR PARK RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is appropriate to revise fees for rental of the community center and to provide fees for rentals of city property;

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;

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

SECTION 1. The following revised fees are established for rentals of the community center:

<u>Friday/Saturday/Sunday rental of Community Center</u>	<u>Standard</u>	<u>Premium</u>	<u>Total</u>
4 hours	\$1,000.00	\$500.00	\$1,500.00
6 hours	\$1,500.00	\$500.00	\$2,000.00
8 hours	\$2,000.00	\$500.00	\$2,500.00
10 or more hours	\$2,500.00	\$500.00	\$3,000.00

SECTION 2. The following fees are established for rental of park property:

Based on # of anticipated attendance:

50-100:	\$150 Resident	\$250 Non-Resident
101-250	\$250 Resident	\$350 Non-Resident
251-500	\$350 Resident	\$400 Non-Resident
Deposit: \$50-\$500		

SECTION 2. Exhibit "A" as contained in Municode shall be revised to reflect these fees.

SECTION 3. If any portion, part or section of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

SECTION 5. This Ordinance shall become effective immediately upon final passage as provided by law.

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

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

Issue Considered: Resolution 2013-03 declaring support for proposed changes to Section 287.055, F.S., also known as "The Consultants' Competitive Negotiation Act".

Date: March 12, 2013

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: Under Florida law, state and local governments are prohibited from considering price when selecting consultants who provide specific professional services (architecture, engineering, landscape architecture, surveying and mapping). Instead, agencies are required to rank (select) firms based strictly upon qualifications. Price is then negotiated with the top-ranked firm with no knowledge of what the other firms might charge for the work.

While this method of procurement may be advantageous under certain circumstances, it prevents the City from every being able to directly compare fee proposals in the initial contracting process. Accordingly, several professional associations within Florida are seeking to change the law to allow public entities the discretion to continue to use the existing "qualifications-based selection" process or to utilize an alternative "best value" method. Under the alternative method, firms would be ranked according to qualifications as they are presently. The top-ranked firms would then be invited to submit a fee proposal. The top firms would then be re-evaluated considering qualifications and price with the latter being weighted at not more than 50 percent of the total award criteria.

Some of the groups supporting the proposed legislation include the following:

- The Florida Association of Public Purchasing Officers
- The Florida Government Finance Officers Association
- The National Institute of Government Purchasing

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

Attachments: Resolution 2013-03

**Reviewed by
City Manager:** MB

RESOLUTION 2013-03

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, DECLARING SUPPORT FOR PROPOSED CHANGES TO SECTION 287.055, F.S., ALSO KNOWN AS “THE CONSULTANTS’ COMPETITIVE NEGOTIATION ACT” OR “CCNA”.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held Tuesday, March 12, 2013, resolves as follows:

WHEREAS, local and state agencies throughout Florida are experiencing severe and significant reductions in revenue; and

WHEREAS, professional services agreements constitute a significant public expenditure; and

WHEREAS, many local and state agencies throughout the United States routinely compare fees among competing firms before selecting an architect or engineer; and

WHEREAS, current Florida law prohibits local and state agencies from competitively comparing architectural/engineering fees and related costs; and

WHEREAS, several public organizations including the Florida Government Finance Officers Association, the Florida Association of Public Procurement Officers and the National Institute of Government Purchasing support the use of alternative procurement methods for the acquisition of professional services; and

WHEREAS, the proposed change would modify the existing state law and would give local and state agencies the discretion to competitively compare fees and make a best value selection that considers qualifications and price among pre-qualifies firms.

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

Section 1. The City Commission supports the proposed changes to the Consultant’s Competitive Negotiation Act to allow local and state agencies to procure professional services on a “best value basis” as set forth in the enclosed language.

Section 2. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

By Senator Soto

14-01249-13

20131002__

1 A bill to be entitled
2 An act relating to the procurement of professional
3 architectural, engineering, landscape architectural,
4 or surveying and mapping services; amending s.
5 287.055, F.S.; revising the definition of the term
6 "continuing contract" and defining the term "best
7 value selection"; clarifying provisions with respect
8 to selection of firms by an agency under the
9 competitive selection process; providing that an
10 agency has the right to reject any or all submissions
11 received in response to a public announcement under
12 the competitive selection process; authorizing an
13 agency to award contracts to multiple firms under the
14 competitive negotiation process; providing for a best
15 value selection process; requiring agencies to adopt
16 rules governing the use of the process; providing
17 minimum requirements with respect to best value
18 selection procedures; providing an effective date.

19
20 Be It Enacted by the Legislature of the State of Florida:

21
22 Section 1. Paragraph (g) of subsection (2) of section
23 287.055, Florida Statutes, is amended, and paragraph (m) is
24 added to that subsection, paragraph (b) of subsection (4) of
25 that section is amended, and paragraph (e) is added to that
26 subsection, paragraph (d) is added to subsection (5) of that
27 section, present subsections (6) through (11) are renumbered as
28 subsections (7) through (12), respectively, and a new subsection
29 (6) is added to that section, to read:

14-01249-13

20131002__

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(2) DEFINITIONS.—For purposes of this section:

(g) A "continuing contract" means ~~is~~ a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract having ~~being for a fixed term or with~~ no time limitation, except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(m) "Best value selection" means the selection of a firm or firms whose proposal provides the greatest overall benefit to an agency in accordance with the requirements of a formal solicitation.

(4) COMPETITIVE SELECTION.—

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services, except in instances where fewer than three firms respond to the public announcement. In determining whether a firm is qualified, the agency shall

14-01249-13

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consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(e) The agency shall have the right to reject any or all submissions received in response to the public announcement.

(5) COMPETITIVE NEGOTIATION.—

(d) The agency may, in its discretion, award contracts to multiple firms.

(6) BEST VALUE SELECTION PROCESS.—

(a) An agency may, at its discretion, purchase professional services using a best value selection process, subject to requirements provided in this subsection. The agency shall make such purchases in accordance with this chapter and rules applicable to the agency.

(b) Each agency shall adopt rules governing the use of the best value selection process in choosing a firm or firms. Procedures for the use of the best value selection process must include, at a minimum:

1. The preparation and distribution of a public solicitation consistent with the requirements of subsection (3). The public solicitation shall contain the criteria, procedures,

14-01249-13

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and standards for the evaluation of proposals considered under
subparagraph 3.

2. The initial evaluation of proposals received in
accordance with the requirements of paragraph (4) (a).

3. A two-stage selection process that shall, at a minimum,
adhere to the following procedures and requirements:

a. Except as otherwise provided in this section, under the
initial stage of the selection process, competing firms shall be
evaluated using the criteria set forth in paragraph (4) (b) and
the agency shall select a firm or firms based on the
evaluations. Proposals for compensation to be paid under the
contract may not be solicited or accepted during this stage of
the selection process.

b. Under the second stage of the selection process, the
firms selected shall be asked to submit a compensation proposal
for the proposed work. The proposal shall be evaluated along
with the information obtained under sub-subparagraph a. and any
other information the agency chooses to request with the
compensation proposal to make a best value selection.

4. A requirement that the criterion pertaining to
compensation may not exceed 50 percent of the total weight of
the published evaluation criteria.

5. Authority of an agency head to negotiate with the best
firm available in the event of a declared state of emergency
pursuant to s. 252.36.

Section 2. This act shall take effect July 1, 2013.