City Council Meeting
City of Belleair Beach, Florida

Monday, May 1, 2023
Community Center, 6:00 PM

PUBLIC MEETING NOTICE
AGENDA

Call to Order
Prayer of Invocation by Councilmember Leslie Notaro
Pledge of Allegiance
Roll Call

1. Approval of Agenda.

2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)

3. Presentation: Pinellas County Sheriff's Office.
   - Law Enforcement monthly report
   - Code Enforcement monthly report

4. Presentation: Pinellas Suncoast Fire & Rescue District.

5. Presentation: Pinellas County Metropolitan Planning Organization (MPO) Membership Reapportionment Plan.
   - Whit Blanton, Executive Director of Forward Pinellas

6. Presentation: The Government Finance Officers Association (GFOA) Award of Financial Reporting Achievement
   - Award to the Finance Department of the City of Belleair Beach for excellence in financial reporting, fiscal year ending September 30, 2021

7. City Attorney Report.

8. City Manager Report.

9. City Clerk Report.

Public Hearing

10. Consideration of Ordinance 23-02, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending Section 58-38, "Fines And Procedures" To Increase The Fines Associated With Parking Violations, Providing For Codification, Severability, And For An Effective Date. (Second Reading) (City Attorney Mora)
    - To increase the fines associated with parking violations

Consent Agenda

11. Approval of April 3, 2023, City Council Meeting Minutes.

12. Authorize City Manager to Execute Interlocal Agreement Between Pinellas County And Local Governments For The Cooperative Procurements Of Disaster Debris Collection & Removal Services And Disaster Debris Monitoring & Management Services Within Geographic Pinellas County.
    - An intergovernmental agreement for a competitive procurement process of shared services for disaster debris collection and removal services

13. Proclamation: 54th Annual Professional Municipal Clerks Week

Regular Agenda

14. Authorization to Execute a Purchase Order with Gemini Engineering and Sciences, Inc. for Stormwater Master Drainage Plan BMPs. (City Manager Riefler)

15. Consideration of Merit Pay Increase for City Clerk Based on Annual Evaluation Criteria. (City Manager Riefler)
    - Merit increase based on City Council Employee Evaluations

16. Unfinished Business.

17. City Council Comments.

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-595-4646 or fax a written request to 727-593-1409.

Patricia A. Gentry, CMC
City Clerk

Upcoming Meetings and Events

as of April 27, 2023

Audit Committee Meeting
Wednesday, May 3, 2023
2:00pm

Planning and Zoning Board Meeting
Tuesday, May 9, 2023
2:00pm

Board of Adjustment Hearing
Thursday, May 11, 2023
6:00pm

Park and Recreation Board Meeting
Tuesday, May 23, 2023
2:00pm

PINELLAS COUNTY SHERIFF'S OFFICE
BOB GUALTIERI, SHERIFF

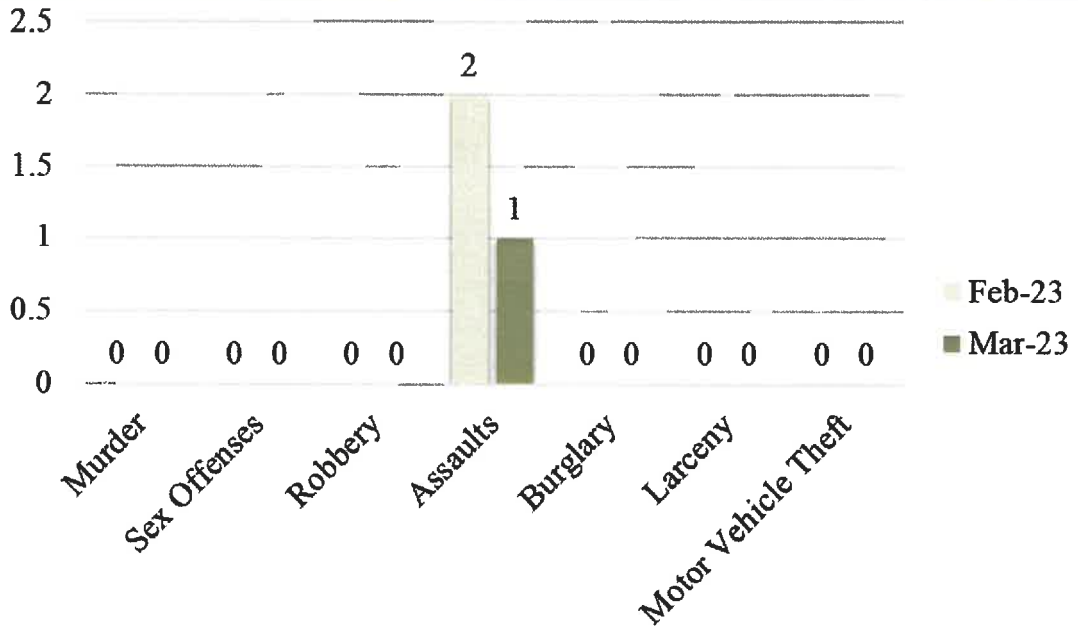
STRATEGIC PLANNING DIVISION

BELLEAIR BEACH MONTHLY ANALYSIS

Select UCR Property & Person Crimes

March 2023

Select UCR Property & Person Crimes	February 2023	March 2023	March 2022 YTD	March 2023 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	0
Robbery	0	0	0	0
Assaults	2	1	1	3
Burglary	0	0	1	0
Larceny	0	0	6	0
Motor Vehicle Theft	0	0	0	0
GRAND TOTAL	2	1	8	3



Prepared by: Casey Taylor
Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects
CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

Arrests

March 2023

There was a total of *1* person arrested in the City of Belleair Beach during the month of March resulting in the following charge:

ARREST TYPE & DESCRIPTION	TOTAL
Warrant	**1**
Warrant Arrest	1
Grand Total	**1**

*Information provided reflects the number of arrests (persons arrested) as well as the total charges associated with those arrests.

Prepared by: Casey Taylor
Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects
CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

Deputy Activity

There was a total of ***649*** events in the City of Belleair Beach during the month of March resulting in ***736*** units responding.

The table below reflects the top twenty-five events to include both self-initiated and dispatched calls in the City of Belleair Beach for the month of March. **CAD data is filtered by problem type.*

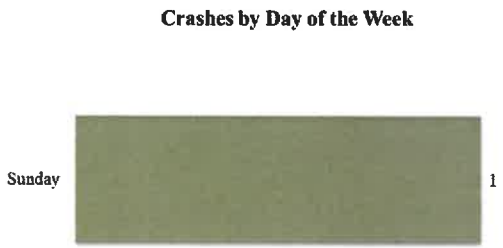
March 2023

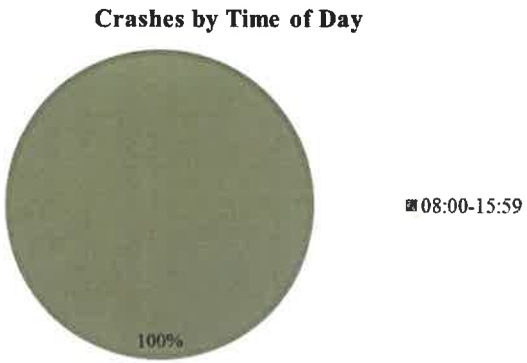
DEPUTY ACTIVITY	TOTAL
Directed Patrol	262
Traffic Stop	110
Vehicle Abandoned/Illegally Parked	56
House Check	40
Contact	34
Ordinance Violation	33
Traffic Control	28
Area Check	15
Suspicious Person	12
Assist Citizen	8
Information/Other	6
Suspicious Vehicle	5
911 Hang-up Or Open Line	5
Boating Vessel Stop	4
Alarm	4
Lost/Found/Abandoned Property	3
Assist Other Agency	3
Disorderly Conduct	3
Transport Prisoner	2
Animal Call	2
Assist Motorist	2
Community Contact	2
Civil Matter	1
Traffic Violation	1
Contact/Welfare Check/MHU	1

Crash & Citation Analysis

There was *1* crash in the City of Belleair Beach during March 2023. **Crash data is filtered by disposition type and may include "accident and hit and run" problem types.*

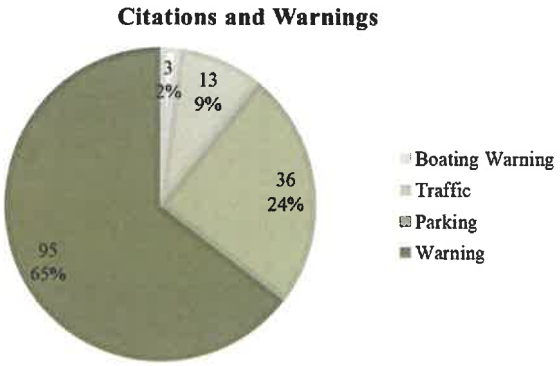
CRASH LOCATIONS	TOTAL
Gulf Blvd/Causeway Blvd	1





There were a total of *147* citations and warnings issued in the City of Belleair Beach during March 2023.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & Causeway Blvd	2
Palm Drive & Causeway Blvd	2
Gulf Blvd & Morgan Drive	2
Gulf Blvd & 12th St	1
Harbor Drive & 1st St	1
Gulf Blvd & 14th St	1
0 Belleair Beach Causeway	1
Gulf Blvd & 19th St	1
Bayshore Drive & 22rd St	1
Gulf Blvd & 23rd Ave	1

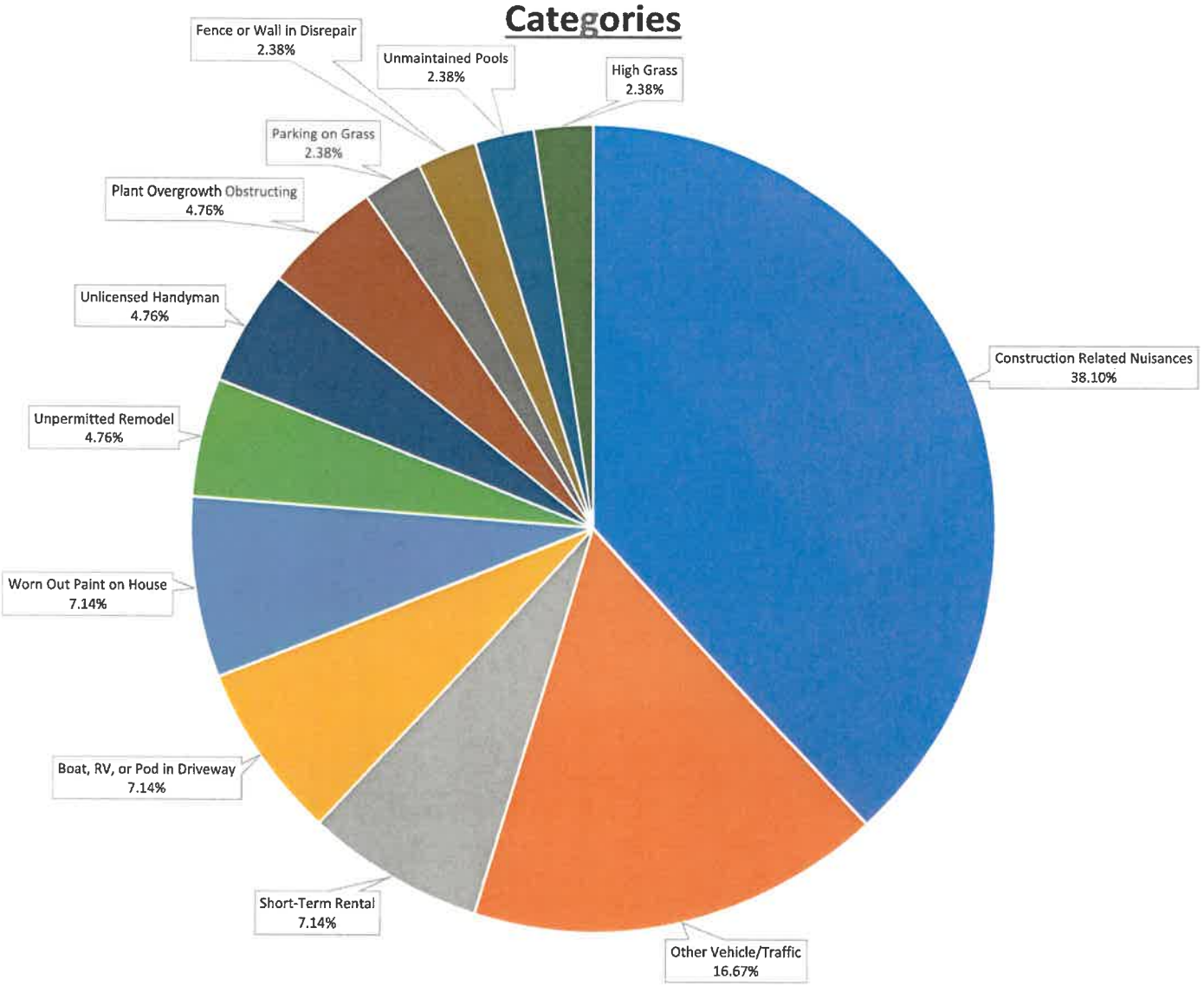


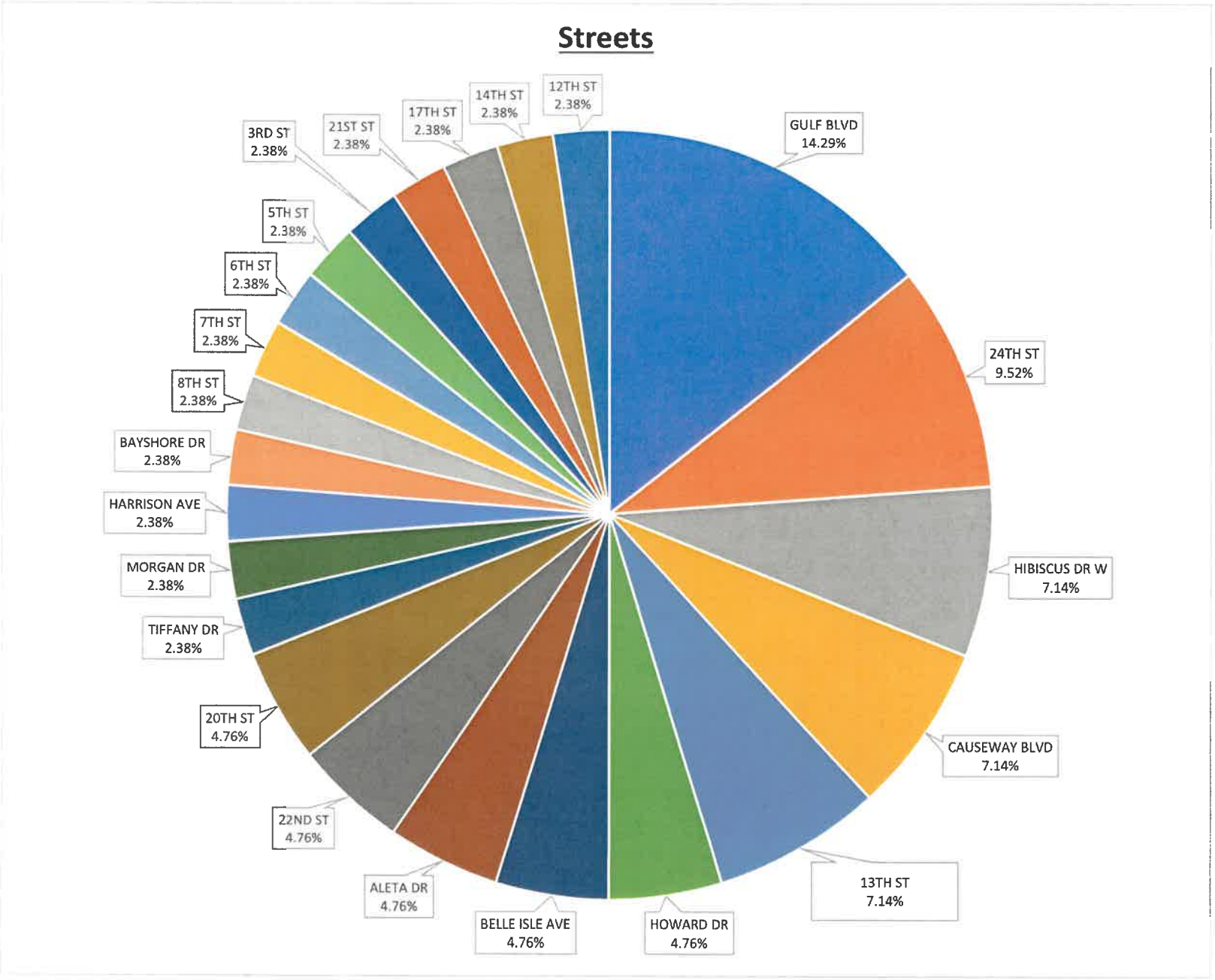
Prepared by: Casey Taylor
Data Source: ACISS: UCR Offenses with Occurred Address, Arrested Subjects
CAD: Crime Analysis Views, Crime Analysis Incident History (Dispo- 7) Vehicle Abandoned/Illegally Parked

MONTHLY CODE ENFORCEMENT REPORT

Category	Start DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	COMMENTS
Construction Related Nuisances	2/1/2023	OPEN	89	235	HOWARD DR	On View	Still in Violation 3rd Notice
Construction Related Nuisances	2/10/2023	4/7/2023	56	205	HARRISON AVE	On View	Valid Permit
Construction Related Nuisances	2/10/2023	4/18/2023	67	102	17TH ST	On View	Corrected
Worn Out Paint on House	2/22/2023	4/27/2023	64	2301	GULF BLVD	On View	Corrected
Plant Overgrowth Obstructing	2/22/2023	4/1/2023	38	121	14TH ST	On View	Corrected
Worn Out Paint on House	3/9/2023	OPEN	53	106	20TH ST	On View	Follow up / Pending
Worn Out Paint on House	3/15/2023	4/13/2023	29	106	7TH ST	On View	Case Closed
Other Vehicle/Traffic	3/30/2023	3/30/2023	0	444	CAUSEWAY BLVD	On View	Parking / Verbal Warning
Construction Related Nuisances	3/27/2023	3/30/2023	3	107	12TH ST	On View	Valid Permit
Construction Related Nuisances	3/30/2023	3/30/2023	0	408	22ND ST	On View	License Check Valid
Fence or Wall in Disrepair	3/30/2023	OPEN	32	2940	GULF BLVD	On View	Spoke w/prop mgt 15 day
Boat, RV, or Pod in Driveway	3/30/2023	4/3/2023	4	3005	GULF BLVD	On View	Corrected
Short-Term Rental	4/1/2023	OPEN	30	109	13TH ST	On View	3rd Violation
Boat, RV, or Pod in Driveway	4/1/2023	4/4/2023	3	127	ALETA DR	On View	Corrected
Construction Related Nuisances	4/1/2023	OPEN	30	105	24TH ST	On View	Unlicensed Workers Stop
Short-Term Rental	4/3/2023	OPEN	28	109	13TH ST	On View	4th Violation
Other Vehicle/Traffic	4/3/2023	4/3/2023	0	2650	MORGAN DR	On View	Parking Citation
Boat, RV, or Pod in Driveway	4/4/2023	4/4/2023	0	108	24TH ST	On View	Corrected
Construction Related Nuisances	4/4/2023	4/21/2023	17	105	24TH ST	On View	Green Pool /Trash in Back
Unmaintained Pools	4/4/2023	OPEN	27	105	24TH ST	On View	Letter Sent
Other Vehicle/Traffic	4/4/2023	4/13/2023	9	103	CAUSEWAY BLVD	On View	Case Closed
High Grass	4/7/2023	4/13/2023	6	2505	HIBISCUS DR W	On View	5 Day Notice
Other Vehicle/Traffic	4/7/2023	4/7/2023	0	2650	GULF BLVD	Comp	Call for Service - Injured Bird
Other Vehicle/Traffic	4/7/2023	4/7/2023	0	2650	GULF BLVD	On View	Parking Citation
Plant Overgrowth Obstructing	4/7/2023	4/13/2023	6	2505	HIBISCUS DR W	On View	Corrected
Construction Related Nuisances	4/10/2023	4/10/2023	0	523	BELLE ISLE AVE	On View	Permit check / Valid
Unlicensed Handyman	4/10/2023	OPEN	21	3106	TIFFANY DR	On View	Unlicensed Workers Stop
Unlicensed Handyman	4/10/2023	OPEN	21	127	ALETA DR	On View	Unlicensed Workers Stop
Unpermitted Remodel	4/11/2023	OPEN	20	2720	HIBISCUS DR W	On View	Stop Work Order
Short-Term Rental	4/16/2023	OPEN	15	109	13TH ST	On View	5th Violation
Other Vehicle/Traffic	4/16/2023	4/16/2023	0	444	CAUSEWAY BLVD	On View	Traffic Stop
Construction Related Nuisances	4/16/2023	4/16/2023	0	103	21ST ST	On View	No Work on Sunday
Construction Related Nuisances	4/16/2023	4/16/2023	0	516	BELLE ISLE AVE	On View	No Work on Sunday

Category	Start DATE	Closed DATE	DAYS OPEN	#	Street Name	SOURCE	COMMENTS
Construction Related Nuisances	4/18/2023	OPEN	13	104	3RD ST	On View	Stop Work Order
Construction Related Nuisances	4/18/2023	4/18/2023	0	116	8TH ST	On View	Permit check / Valid
Construction Related Nuisances	4/18/2023	4/18/2023	0	404	22ND ST	On View	Unlicensed Workers Stop
Construction Related Nuisances	4/18/2023	4/18/2023	0	2509	BAYSHORE DR	On View	Permit check / Valid
Construction Related Nuisances	4/19/2023	OPEN	12	3301	GULF BLVD	On View	Hazzard / Pending
Unpermitted Remodel	4/19/2023	OPEN	12	218	HOWARD DR	On View	No Permit Stop Work Order
Construction Related Nuisances	4/24/2023	4/24/2023	0	115	5TH ST	On View	Permit check / Valid
Parking on Grass	4/24/2023	4/26/2023	2	106	6TH ST	On View	Vehicle parked in yard
Other Vehicle/Traffic	4/24/2023	4/24/2023	0	100	20TH ST	On View	Traffic Stop / Arrest


Categories
Fence or Wall in Disrepair 2.38%
Unmaintained Pools 2.38%
High Grass 2.38%
Parking on Grass 2.38%
Plant Overgrowth Obstructing 4.76%
Unlicensed Handyman 4.76%
Unpermitted Remodel 4.76%
Worn Out Paint on House 7.14%
Boat, RV, or Pod in Driveway 7.14%
Short-Term Rental 7.14%
Other Vehicle/Traffic 16.67%
Construction Related Nuisances 38.10%


Streets
GULF BLVD 14.29%
24TH ST 9.52%
HIBISCUS DR W 7.14%
CAUSEWAY BLVD 7.14%
13TH ST 7.14%
HOWARD DR 4.76%
BELLE ISLE AVE 4.76%
ALETA DR 4.76%
22ND ST 4.76%
20TH ST 4.76%
TIFFANY DR 2.38%
MORGAN DR 2.38%
HARRISON AVE 2.38%
BAYSHORE DR 2.38%
8TH ST 2.38%
7TH ST 2.38%
6TH ST 2.38%
5TH ST 2.38%
3RD ST 2.38%
21ST ST 2.38%
17TH ST 2.38%
14TH ST 2.38%
12TH ST 2.38%

OUTSTANDING CODE VIOLATIONS

Violation Category	#	STREET NAME	START DATE	DAYS OPEN	COMMENTS
Construction Related Nuisances	103	25th Street	1/22/21	829	Approximately $260,000 in unpaid fines.
Dangerous Structure	105	8th Street	6/12/2022	323	City expecting a detailed permit submission by 4/30/23.
Short-Term Rental	109	13th Street	12/27/2022	125	$11,500 in fines ordered and not paid. Liens assessed and accruing interest. Hearing scheduled on 5/4/23 for 5th violation.
Plant Overgrowth Obstructing High Hedge Noxious Plant or Tree	113	17th Street	1/13/2023	108	House sold and fines paid. New owner will remove trees.

Patti Gentry

From: Kelly, Maria <mkelly@forwardpinellas.org>
Sent: Monday, April 17, 2023 2:12 PM
Subject: Forward Pinellas Apportionment
Attachments: Pinellas MPO Reapportionment Plan 11-13-13.pdf

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jurisdictional Partners,

At their April meeting, the Forward Pinellas Board took action to reconsider the draft apportionment plan presented to them for review and action. The apportionment plan identifies how each jurisdiction is represented on the Forward Pinellas Board and the proportionate voting weight of each representative. The plan must be evaluated and updated after each Decennial Census, and Forward Pinellas is required by law to maintain a voting structure that is representative of the population we serve. However, there is some latitude in how that is accomplished.

We encourage all jurisdictional staff to speak with their City Manager/County Administrator/etc. to determine if your jurisdiction is content with their current representation on our board, or if there are specific changes you would like to propose to the Board for consideration. The Forward Pinellas board intends to review the apportionment plan again at its July meeting and to take action on how best to move forward at that time. Please send any questions or comments to Chelsea Favero at cfavero@pinellascounty.org before COB May 19th so that your concerns and suggestions can be reviewed and potentially incorporated into a revised apportionment plan for our agency.

For your reference, the current Forward Pinellas Apportionment Plan is attached to this email.

Thank you,

FORWARD PINELLAS

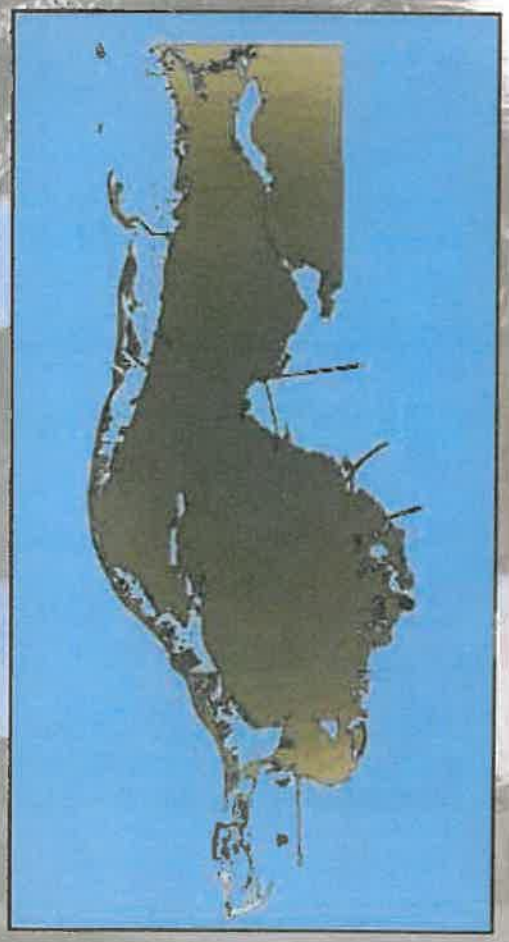
Chelsea Favero, AICP
Planning Manager
Direct: 727-464-5644
Main: 727-464-8250
forwardpinellas.org

Forward Pinellas serves as the planning council and metropolitan planning organization for Pinellas County. All government correspondence is subject to the public records law.

I am sending this email at a time that is convenient for me. It is not my expectation that you read, act on or respond outside of your own work schedule.

Pinellas County Metropolitan Planning Organization (MPO)

MEMBERSHIP REAPPORTIONMENT PLAN



Adopted: July 10, 2013
Modified: November 13, 2013

MPO

PINELLAS COUNTY
METROPOLITAN PLANNING ORGANIZATION

Commissioner Karen Seel
Chairman

Councilman Jeff Danner
Vice Chairman

Commissioner Harriet Crozier
Secretary/Treasurer

Mayor David Archie
Mayor Sandra Bradbury
Commissioner Julie Bujalski
Mayor Dave Eggers
Councilmember Doreen Hock-DiPolito
Commissioner Charlie Justice
Councilman Jim Kennedy
Commissioner Ken Welch

Sarah E. Ward
Interim MPO Executive Director

Paul Steinman (Non-voting Advisor)
Florida Department of Transportation, District VII Secretary

PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) MEMBERSHIP REAPPORTIONMENT PLAN

Urban Area Boundary

Pinellas County is located on the Gulf coast of central Florida. While comprised of 25 local government jurisdictions (24 municipalities and an unincorporated area) and approximately 280 square miles in size, Pinellas is geographically the second smallest county in Florida. According to the United States Bureau of the Census, the entire County is urbanized and with a 2010 population of 916,542 it is Florida's most densely populated county. A map of the MPO's planning area boundary is provided in Figures 1 and 2 (attached).

Federal and State Law

Federal law (Title 23 Code of Federal Regulations, Part 450) provides that a metropolitan planning organization shall be designated for each urbanized area with a population of more than 50,000 individuals. The Pinellas County Metropolitan Planning Organization (MPO) was created in 1977 pursuant to the provisions of federal rules and regulations and companion state laws. Chapter 339, Subsection 339.175(3)(a), F.S., provides that the voting membership of a metropolitan planning organization shall consist of not fewer than five (5) or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations.

The Governor, in accordance with 23 U.S.C. s.134, may provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO. With some exceptions, County Commission members shall comprise not less than one-third of the MPO membership. One exception is in metropolitan areas, wherein Section 339.175(3)(b), F.S., requires voting membership on the MPO for authorities or other agencies not under the jurisdiction of a general-purpose local government represented on the MPO, which have been created by law to perform transportation functions and are performing such functions. In Pinellas County, the Pinellas Suncoast Transit Authority (PSTA) is such an authority. Because the PSTA has membership on the MPO, the County Commission representation is reduced to less than one third, as allowed by law. All voting members shall be elected officials of general purpose local government.

Section 339.175(4) F.S., provides that the Governor, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area.

Current MPO Membership

Presently, the MPO is comprised of 11 members as shown in Figure 1 (attached), representing eight (8) municipal governments, the County Commission and PSTA. One municipal government seat is shared by three cities (Oldsmar, Safety Harbor, and Tarpon Springs). On the current board, the County Commission represents the unincorporated area of Pinellas, as well as 16 cities that do not have seats on the board. In addition, the District Seven Secretary for the Florida Department of Transportation, or a designee, serves as a non-voting, technical advisor to the MPO.

Proposed MPO Membership

Consistent with the action taken on November 10, 2010, April 13, 2011and July 10, 2013 the MPO proposes to reapportion its board membership by adding two (2) additional seats, for a total of 13 board members, as shown in Figure 2 (attached). This reapportionment is proposed as a result of the "unification" of the MPO board and the Pinellas Planning Council (PPC) board, in accordance with House Bill 869, which was passed by the Florida legislature in March 2012 with the support of the Pinellas County legislative delegation, the County's local governments and both the MPO and PPC boards.

Briefly, the PPC is a dependent special district created by special act of the Florida legislature several decades ago for the purpose of undertaking land use planning functions for all of Pinellas County. After at least two false starts, in March 2012 the Florida legislature passed House Bill 869, seeking to implement land use and transportation planning functions in Pinellas County in a more integrated manner. The bill combined the leadership of the MPO with the leadership of the PPC so that a single policymaking body oversees both land use planning and transportation planning in Pinellas County.

Subsequent to the passage of HB 869 (Chapter 2012-245, Laws of Florida) the MPO proposes to reapportion its board membership, specifically to add two (2) additional seats to be shared on a rotating basis among the 16 cities presently represented by the County Commissioners. Ten of the 16 cities (Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island) are located along the Gulf beaches. These communities, which have a combined population of 32,481, would share one seat. The other six cities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena) are inland communities with a combined population of 45,106. Those communities will share the second seat. To develop the Reapportionment Plan, the MPO utilized the U.S. Bureau of the Census, 2010 population numbers. These population numbers for the individual jurisdictions and the unincorporated area are shown in Table 1(attached).

The 10 beach communities located along Gulf Boulevard (referenced above), plus the City of Clearwater, formed a consortium in January 1990 called the Barrier Islands Government Council, Inc. (a.k.a. the BIG-C). By agreement of the consortium members in 2011, the following provisions for appointments and term limits have been established for the seat to be rotated among the municipalities:

- The appointed elected official will serve a two-year term;
- The appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years;
- The BIG-C (excluding Clearwater), by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities;

- The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO; and

- If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

Similarly, by an agreement in 2011 the six inland municipalities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena) established the following terms and rotational procedures for the alternating seat the members will share:

- The appointed elected official will serve a two-year term;

- The order of rotation shall be Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City, and Seminole;

- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order; and

- If the appointed elected official is unable to complete their two-year term, that City Commission/Council will appoint another elected official for the balance of the term.

The District Seven Secretary for FDOT, or a designee, will continue to serve as a non-voting, technical advisor to the MPO.

MPO Redesignation

The MPO's Reapportionment Plan is being prepared concurrent with its *redesignation*. In a January 2013 letter, the Secretary of the Florida Department of Transportation asked the Pinellas, Hillsborough and Pasco County MPOs to review and evaluate the present structure of multiple MPOs representing the "shared" urbanized area versus the creation of a single, regional MPO. The June 17, 2013 response to the FDOT clearly articulates the reasons why the redesignation of Pinellas as a single county MPO is warranted, including the following (some of which are already described herein):

- Pinellas County is approximately 280 square miles in size, and while it is geographically the second smallest county in Florida, with a 2010 population of 916,542 it is the most densely populated county. Moreover, because Pinellas is a coastal community with world-class beaches, residents are joined every year by an influx of tourists and seasonal visitors, estimated to be 5.2 million in 2011 and 5.4 million in 2012, posing unique transportation planning challenges and opportunities for the MPO. While part of an urbanized area when combined with Hillsborough and Pasco counties, the Pinellas MPO's present and proposed membership structure, as described, underscores the fact that Florida's most densely populated county, comprised of 25 local government jurisdictions, is unique and diverse.

- Reapportionment from 11 to 13 members is proposed as a result of the "unification" of the MPO board and the Pinellas Planning Council (PPC) board, in accordance with House Bill 869, which was passed by the Florida legislature in March 2012 with the support of the Pinellas County legislative delegation, the County's local governments and both the MPO and PPC boards. The unification will literally combine the leadership of the MPO with the leadership of the PPC so

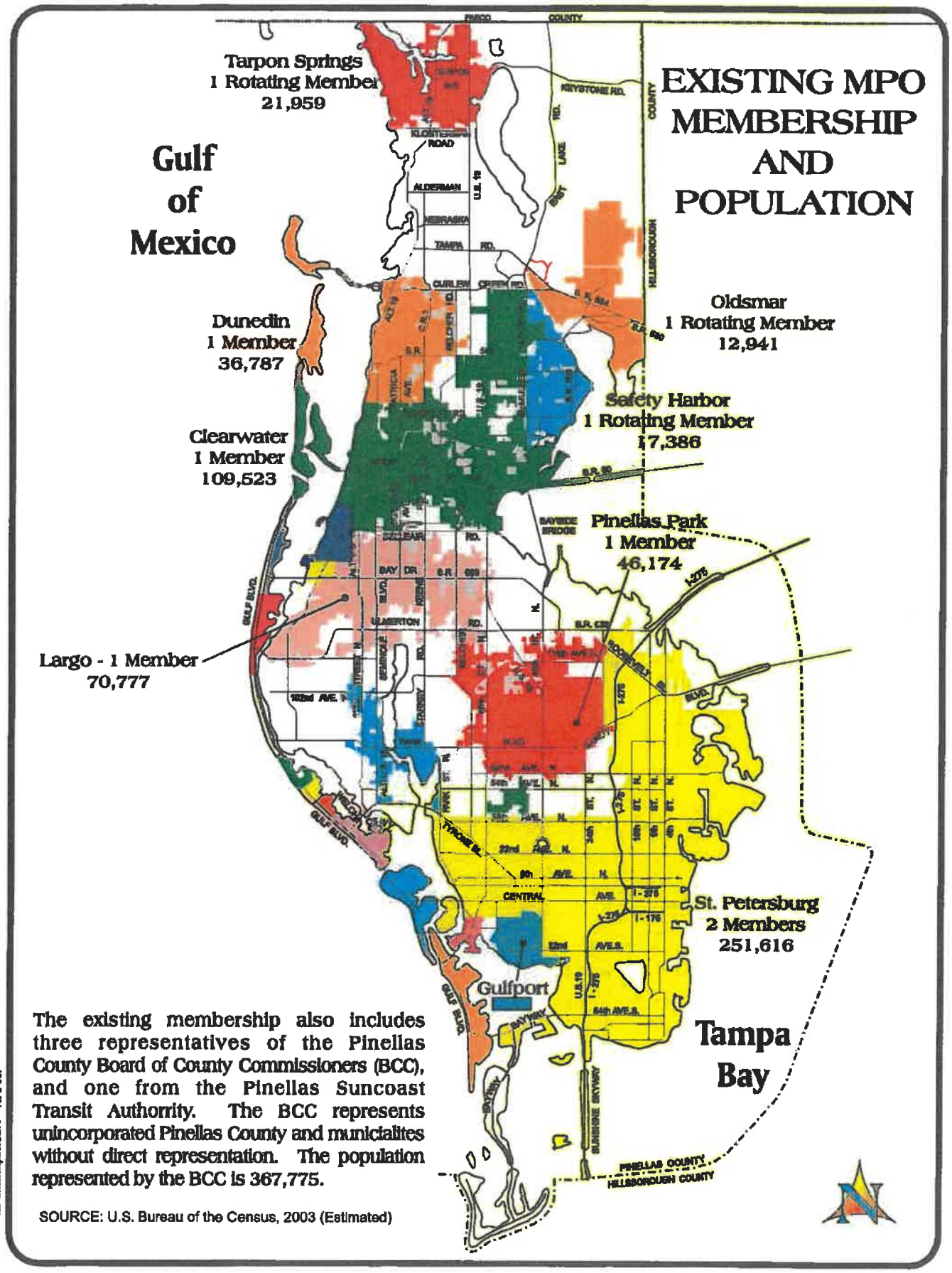
that a single policymaking body oversees both land use planning and transportation planning in Pinellas County.

- Finally, Pinellas recognizes the need for a coordinated and collaborative regional transportation planning process and continues to be committed to working with the Hillsborough and Pasco MPOs to identify ways to enhance that process, including the formation of a working group to develop and evaluate ways to improve coordination and focus on priorities for the urbanized area. Another recent example of regional coordination was the May 2013 joint MPO board workshop which included an in-depth discussion on identifying and developing Transportation Management Area (TMA) –wide priorities. Additional key points from the workshop are included in Appendix A.

Attached Supporting Documentation

- Figure 1 — Existing MPO Membership and Population
- Figure 2 — Proposed MPO Membership and Population
- Table 1 — 2010 Pinellas County Population, By Jurisdiction
- Appendix "A" — Key Points for Follow-Up from the May 31, 2013 Joint Board Workshop
- Appendix "B" — Resolutions of Support from Local Governments and the Pinellas Suncoast Transit Authority (PSTA) for the Reapportionment Plan.
- Appendix "C" — Minutes from the following MPO Board Meetings:
  - ✓ November 10, 2010: the MPO *endorsed* the Reapportionment Plan and agreed that resolutions of support should be collected and a "package" put together for FDOT in anticipation that the Florida legislature would pass the local bill amending the PPC's Special Act.
  - ✓ April 13, 2011: the MPO *approved* the modified Reapportionment Plan and the "package" prepared for FDOT, which included resolutions of support, even though it was announced that the Florida legislature would not be taking action on the local bill amending the PPC's Special Act.
  - ✓ July 10, 2013: the MPO approved the final Reapportionment Plan by a unanimous vote.

FIGURE 1



The existing membership also includes three representatives of the Pinellas County Board of County Commissioners (BCC), and one from the Pinellas Suncoast Transit Authorrity. The BCC represents unincorporated Pinellas County and municialites without direct representation. The population represented by the BCC is 367,775.

SOURCE: U.S. Bureau of the Census, 2003 (Estimated)

MPOmbrmp03.CDR 10/1/03.

FIGURE 2

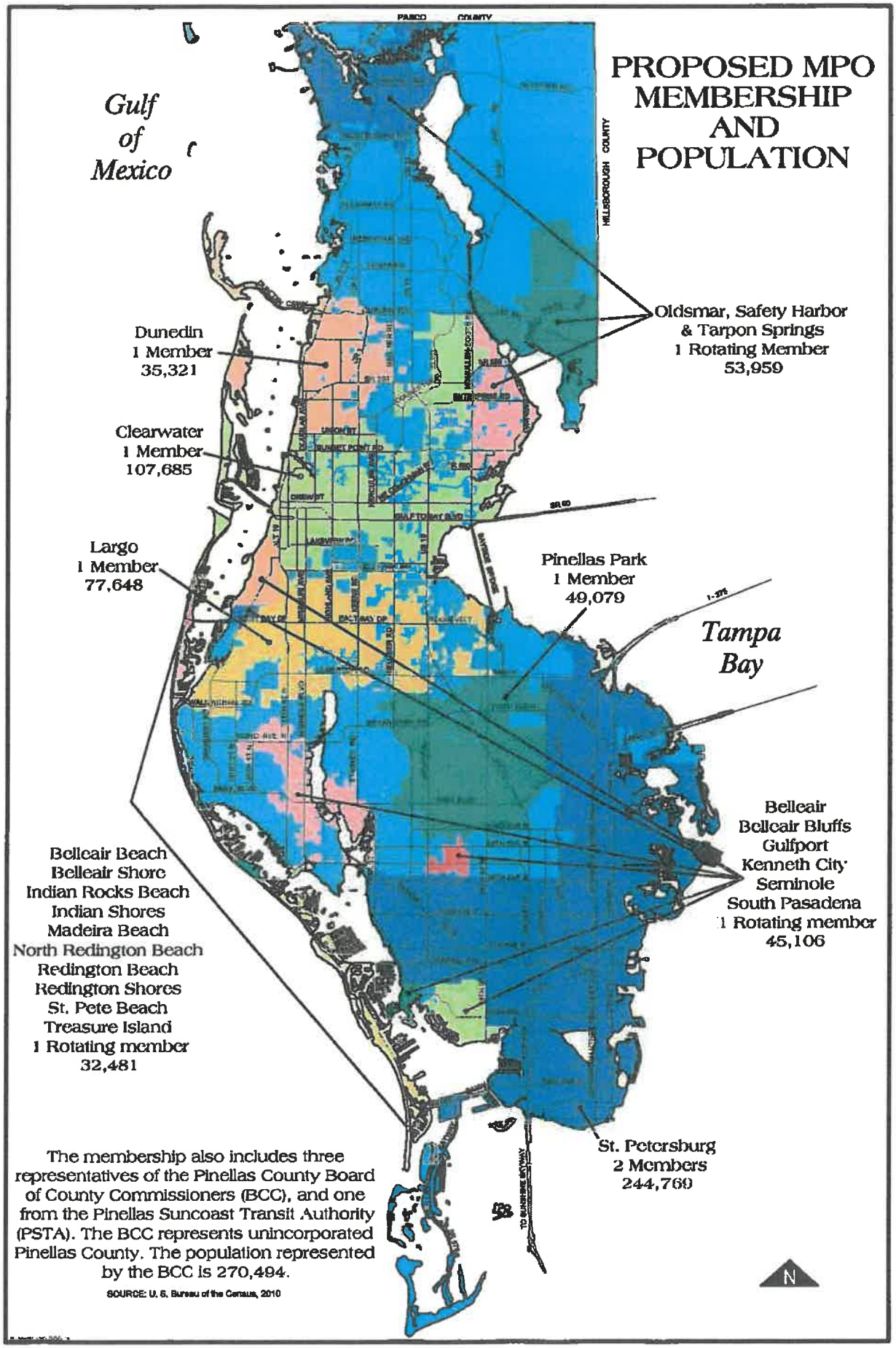

PROPOSED MPO MEMBERSHIP AND POPULATION
Gulf of Mexico
Tampa Bay
Oldsmar, Safety Harbor & Tarpon Springs
1 Rotating Member
53,959
Dunedin
1 Member
35,321
Clearwater
1 Member
107,685
Largo
1 Member
77,648
Pinellas Park
1 Member
49,079
Belleair
Belleair Bluffs
Gulfport
Kenneth City
Seminole
South Pasadena
1 Rotating member
45,106
Belleair Beach
Belleair Shore
Indian Rocks Beach
Indian Shores
Madeira Beach
North Redington Beach
Redington Beach
Redington Shores
St. Pete Beach
Treasure Island
1 Rotating member
32,481
St. Petersburg
2 Members
244,769
The membership also includes three representatives of the Pinellas County Board of County Commissioners (BCC), and one from the Pinellas Suncoast Transit Authority (PSTA). The BCC represents unincorporated Pinellas County. The population represented by the BCC is 270,494.
SOURCE: U. S. Bureau of the Census, 2010
N

Table 1

2010 Pinellas County Population, By Jurisdiction

Jurisdiction	2010 Population
Town of Belleair	3,869
Belleair Beach	1,560
Belleair Bluffs	2,031
Town of Belleair Shore	109
Clearwater	107,685
Dunedin	35,321
Gulfport	12,029
Indian Rocks Beach	4,113
Town of Indian Shores	1,420
Town of Kenneth City	4,980
Largo	77,648
Madeira Beach	4,263
Town of North Redington Beach	1,417
Oldsmar	13,591
Pinellas Park	49,079
Town of Redington Beach	1,427
Town of Redington Shores	2,121
Safety Harbor	16,884
St. Pete Beach	9,346
St. Petersburg	244,769
Seminole	17,233
South Pasadena	4,964
Tarpon Springs	23,484
Treasure Island	6,705
Unincorporated Area	270,494
Total Population	**916,542**

Source: U.S. Bureau of the Census, 2010

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department

City of Belleair Beach, Florida

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 4/14/2023

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

4/14/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Belleair Beach** for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

4/14/2023

Dave Gattis
Mayor
City of Belleair Beach, Florida

Dear Mayor Gattis:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services

City Manager Report
May 2023

Project	Key Dates	Unforeseen Issues	Assistance Required	Status
Gulf Blvd Undergrounding	April 19th – Some materials delivered to the Marina.	None	None	Waiting for 4" conduit to be delivered.
Stormwater Improvement Projects	May 1st - Authorization to Execute PO on Regular Agenda.	None	None	Manager selected Gemini Engineering and Sciences, Inc. for design and engineering services.
Children's Playground Replacement	April 20th – Old playground removed.	None	None	New playground installation scheduled first week of May.
B23-01 Marina Dock Renovation	May 3rd – Invitation to Bid. May 23rd – Bid Opening.	None	None	Posted in newspaper and on website.
Personnel Policy	April 23rd – Manager received consolidated Employee Handbook draft from The Currence Group.	None	None	Manager is reviewing document and will forward to Trask Daigneault, LLP for legal review.
Grant Policy	May 15th Work Session – Manager will propose a new Administrative Policy for Grants.	None	None	
ICMA/FCCMA Development	May 30th to June 2nd – Attending FCCMA Conference in Orlando.	None	None	Manager has requested a report from ICMA that explains the expected timeline to meet Credentialing Requirements.

ORDINANCE 23-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, AMENDING SECTION 58-38, "FINES AND PROCEDURES" TO INCREASE THE FINES ASSOCIATED WITH PARKING VIOLATIONS, PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belleair Beach currently regulates parking and issuance of fines to preserve the safety of the City's residents and visitors; and

WHEREAS, the City Council of the City of Belleair Beach recently adopted Resolution 2023-01 amending the rates for parking in specified parking lots; and

WHEREAS, the City Council of the City of Belleair Beach desires to regulate parking in its lots and implement the necessary penalties to facilitate the reasonable and equitable use of the limited number of available parking spaces; and

WHEREAS, the City Council finds this Ordinance benefits public health, safety, and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEAIR BEACH, FLORIDA, THAT:

SECTION 1. Section 58-38 of the Belleair Beach City Code, entitled "Fines and Procedures" is amended to read as follows:

Sec. 58-38. Fines and Procedures

In order to provide for proper enforcement of parking tickets under the provisions of F.S. §§ 316.1945 and 316.1967 and the ~~Administrative Order No. 2015-061~~ applicable administrative orders of the county court ~~dated November 4, 2015~~, as amended from time to time, the following schedule of fines and procedures is established for violations relating to the traffic and parking restrictions set forth in this article:

(1) Fines for parking violations within the city shall be as follows:

a. Overtime parking.....~~$ 35.00~~ $55.00

b. Improper parking in driveways and yards of private residences.....~~35.00~~ $55.00

c. Double parking.....~~35.00~~ $55.00

d. Parking in a no parking zone, including, but not limited to, parking without a permit, parking near a fire plug, parking in a reserved space near an intersection, parking in a driveway or on a walking easement.....~~35.00~~ $55.00

e. Parking with the motor running and without an attendant.....~~35.00~~ $55.00

f. Parking with the keys left in the ignition.....~~35.00~~ $55.00

~~g. Parking as prohibited in section 58-34.....$55.00~~

~~h.~~g. Parking in a designated handicapped parking space without an approved state issued permit.....$255.00

~~i.~~h. Other unauthorized parking.....~~35.00~~ $55.00

(2) Parking tickets shall be prepared for use in accordance with the applicable circuit/county administrative order. ~~no. 2015-061 as amended.~~

(3) Disposition of unpaid parking tickets and additional penalties imposed on the violator shall be handled in accordance with the administrative rules and~~/or~~ orders of the court promulgated by the chief judge of the sixth judicial circuit or the clerk of the circuit court.

~~(4) Conditions under which a traffic ticket may be canceled are contained in the circuit/county court administrative order no. 2015-061 as amended~~.

~~(5)~~(4) Any traffic ticket not paid within 15 days from the date of issuance shall result in doubling of the fine established by this section.

SECTION 2. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the City Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

SECTION 3. The Codifier shall codify the substantive amendments to the City of Belleair Beach's Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

SECTION 4. Pursuant to Florida Statutes § 166.041 (4), this Ordinance shall take effect immediately upon adoption.

The above and foregoing Ordinance was read by title only and passed by a majority vote upon its first reading at a meeting of the City Council of the City of Belleair Beach, Florida, held on the _____ day of _____, 2023.

The above and foregoing Ordinance was read by title only and passed by a majority vote upon its second reading at a meeting of the City Council of the City of Belleair Beach, Florida, held on the _____ day of _____, 2023.

ATTEST:

_____ _____

Patricia A. Gentry, City Clerk Dave Gattis, Mayor

APPROVED AS TO FORM:

_____

Randol D. Mora, City Attorney

City Council Meeting
City of Belleair Beach, Florida

Monday, April 3, 2023
Community Center, 6:00 PM

PUBLIC MEETING MINUTES

The meeting was called to order by Mayor Dave Gattis. The invocation was given by Councilmember Belinda Livingstone followed by a Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present were Councilmembers Frank Bankard, Belinda Livingstone, Leslie Notaro, Lloyd Roberts, and Mike Zabel; Mayor Dave Gattis, Vice Mayor Jody Shirley, City Manager Kyle Riefler, City Clerk Patricia Gentry, and City Attorney Randy D. Mora.

For continuity, items are listed in agenda order although not necessarily discussed in that order.

Mayor Gattis called for a motion to amend Agenda Item Number 24 to "Authorize the City Attorney to Draft an Ordinance to Address Section 38-87 of the City Code", and to change Item Numbers 24 and 25 to Items Numbers 25 and 26, respectively.

1. Approval of Agenda.

MOTION was made by Councilmember Bankard and seconded by Vice Mayor Shirley to amend and approve the Agenda.

Motion passed 7-0.

2. Citizens Comments. (Each speaker will be recognized once and will be limited to a (3) three-minute presentation on any subject that is not on the Agenda)

Citizens Comments included, in part:

- The turn lane at Gulf and Causeway Boulevards
- The BBCF upcoming events
  - Bridge Cleanup
  - Earth Day Sunset Social to benefit the 16th Street kayak launch
  - The first installation of Memorial Bricks at City Hall

3. Presentation: Pinellas County Sheriff's Office.

- **Law Enforcement monthly report**
  Sergeant Swiech reviewed the monthly report.

- **Code Enforcement monthly report**
  Deputy Klapka reviewed the monthly report and advised that he had been out on the water with the PCSO Marine Unit for code enforcement.

4. Presentation: ANDREW TESS, CPA, LLC

- **FY2022 Financial Overview by Heather Guadagnoli, CPA, followed by City Council questions and comments**

Ms. Guadagnoli gave an overview and advised, in part:

- Revenues are over budget
- Expenses are under budget
- Interest on investments are well over budget

5. Presentation: Pinellas Suncoast Fire & Rescue District.

Chief Jeffrey Davidson gave an update on how the District would like to improve services to Belleair Beach. He advised that he had sent a letter to the Board of County Commissioners (BCC) and would be meeting with each one-on-one. He asked the Citizens for their support by contacting the BCC.

Mayor Gattis also asked that Citizens reach out to the BCC.

6. Presentation: Sea Turtle Conversation

- **Lindsey Flynn, M.S., Manager of Clearwater Marine Aquarium Sea Turtle Conservation Program (STCP)**

Ms. Flynn gave an overview of sea turtles nesting in Pinellas County.

7. Quarterly Board Reports

- **Board of Adjustment**
  Chair Mike Kelly gave a review of the Hearings for variances that had come before the Board this quarter.

- **Citizens Advisory Committee**
  Chair Ron Ciganek advised that the Committee had recommended financing options to accelerate multi-year capital improvements for the City related to street resurfacing projects, and that the Committee had also met as the Audit Committee to review the Annual Comprehensive Financial Report.

- **Park and Recreation Board**
  Chair Tammie Levenda reviewed the beach cleanups, the annual Health and Wellness Fair, "Welcome" bags for new residents in the City, Park surveys, and upcoming Fall events.

- **Planning and Zoning Board**
  No report.

8. City Attorney Report.

City Attorney Mora's comments included, in part:

- He has been tracking the Legislative Session very closely
- At his presentation to the BIG C he noted that Senate Bill 714 concerning short-term rental regulations is of interest to communities
- He reviewed the Bill for Financial Disclosure – Form 6

9. City Manager Report.

City Manager Riefler reviewed his monthly report in the Agenda Packet and stated, in part:

- He will be presenting a Strategic Plan Scorecard at the next work session
- He will be having an on-site meeting with Tom Washburn of Pinellas County, at the Gulf and Causeway Boulevard intersection
- He will be attending the ICMA/FCCMA Conference in May

Councilmember Zabel wished to publicly acknowledge City Manager Riefler for his outstanding efforts on behalf of the City.

Councilmember Bankard agreed.

10. City Clerk Report.

City Clerk Gentry reviewed upcoming meetings and presentations.

Consent Agenda

11. Approval of the February 23, 2023, City Council Work Session Minutes.

12. Approval of March 6, 2023, City Council Meeting Minutes.

13. Approval of March 20, 2023, City Council Work Session Minutes.

14. City Council Acceptance of the 2023 Pinellas County Multi-Jurisdictional Community Rating System Annual Report For Program For Public Information, Flood Insurance Improvement Plan and Flood Response Plan.

- **This annual report presents the ongoing status of Pinellas County's Program for Public Information (PPI), which includes the Flood Warning and Response Plan and Flood Insurance Coverage Improvement Plan**

15. Proclamation: Proclaiming April 2023 as National Donate Life Month.

MOTION was made by Councilmember Zabel and seconded by Councilmember Bankard to approve the Consent Agenda.

Motion passed 7-0.

Regular Agenda

16. Consideration of Resolution 2023-02, A Resolution Of The City Of Belleair Beach, Florida Authorizing Issuance Of The City's Capital Improvement Revenue Note, Series 2023 In The Principal Amount Of $2,120,000 To Finance Acquisition And Construction Of Capital Improvements Including Street Resurfacing And Stormwater Facilities; Providing That The Note Shall Be A Limited Obligation Of The City Payable From Non-Ad Valorem Revenues Budgeted, Appropriated And Deposited As Provided Herein; Providing For The Rights, Securities And Remedies For The Owner Of The Note; Authorizing Certain Officials And Employees Of The City To Take All Actions Required In Connection With The Sale, Issuance And Delivery Of Such Note; Making Such Determinations As Are Required To Afford The Note "Bank Qualified" Status; Making Certain Covenants And Agreements In Connection Therewith; And Providing For An Effective Date. (Christopher B. Roe, Bryant Miller Olive P.A.)

- **A Capital Improvement Revenue Note to finance acquisition and construction for street resurfacing and stormwater facilities**

City Attorney Mora read Resolution 2023-02 by Title only.

Citizen comment and Council discussion.

MOTION was made by Councilmember Bankard and seconded by Councilmember Notaro for Resolution 2023-02.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Zabel	Aye
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 7-0.

17. Consideration of Ordinance 23-02, An Ordinance Of The City Council Of The City Of Belleair Beach, Florida, Amending Section 58-38, "Fines And Procedures" To Increase The Fines Associated With Parking Violations, Providing For Codification, Severability, And For An Effective Date. (City Attorney Mora)

- **To increase the fines associated with parking violations**

City Attorney Mora read Ordinance 23-02 by Title only.

Citizen comment and Council discussion.

MOTION was made by Councilmember Bankard and seconded by Councilmember Roberts for Ordinance 23-02.

Councilmember Bankard	Yes
Councilmember Livingstone	Yes
Councilmember Notaro	Yes
Councilmember Roberts	Aye
Councilmember Zabel	Aye
Vice Mayor Shirley	Aye
Mayor Gattis	Aye

Motion passed 7-0.

18. Authorization for the City Manager to Advertise for Marina Dock Improvements. (City Manager Riefler)

- **Advertise for renovation and replacement of City-owned pilings**

Citizen comment and Council discussion.

MOTION was made by Councilmember Notaro and seconded by Councilmember Bankard to authorize the City Manager to advertise for Marina dock improvements.

Motion passed 7-0.

19. Consideration of Merit Pay Increase for City Clerk Based on Annual Evaluation Criteria.

- **Merit increase based on City Council Employee Evaluations**

MOTION was made by Councilmember Bankard and second by Councilmember Roberts to table until the tabulation summary was received – any salary increase would be retroactive.

Motion to Table passed 7-0.

20. Consideration to Support the Nomination of Redington Beach Mayor David Will as the Representative to Forward Pinellas for the Ten Barrier Island Communities.

- **To fill the vacancy of the former BIG C representative**

Citizen comment and Council discussion.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts to support the nomination of Redington Beach Mayor David Will as the representative to Forward Pinellas for the ten barrier island communities.

Motion passed 7-0.

21. Consideration of a Selecting Councilmembers as Voting Delegate, Alternate Voting Delegate #1, and Alternate Voting Delegate #2 for the Barrier Islands Governmental Council (BIG C).

- **Nominate and elect voting delegates**

Citizen comment and Council discussion.

MOTION was made by Councilmember Roberts and seconded by Councilmember Zabel for consideration of voting delegates.

Nomination was made by Councilmember Bankard and seconded by Councilmember Zabel for Mayor Gattis as the BIG C voting delegate.

Approved by acclamation.

Nomination was made by Mayor Gattis and seconded by Councilmember Roberts for Vice Mayor Shirley as BIG C Alternate Voting Delegate #1.

Approved by acclamation.

Nomination was made by Councilmember Roberts and seconded by Councilmember Bankard for Councilmember Notaro as BIG C Alternate Voting Delegate #2.

Approved by acclamation.

22. Consideration of a Selecting Councilmember as Voting Delegate for the Florida League of Cities.

- **Nominate and elect a voting delegate**

Citizen comment and Council discussion.

MOTION was made by Vice Mayor Shirley and seconded by Councilmember Roberts for consideration of a voting delegate.

Nomination was made by Vice Mayor Shirley and seconded by Councilmember Roberts for Mayor Gattis as the voting delegate.

Approved by acclamation.

23. Consideration of a Selecting Councilmember as Voting Delegate for the Suncoast League of Cities.

- **Nominate and elect a voting delegate**

Citizen comment and Council discussion.

MOTION was made by Councilmember Roberts and seconded by Councilmember Zabel for consideration of a voting delegate.

Nomination was made by Councilmember Zabel and seconded by Councilmember Roberts for Mayor Gattis as the voting delegate.

Approved by acclamation.

24. Authorize the City Attorney to Draft an Ordinance to Address Section 38-87 of the City Code to be Presented and Reviewed at the Next Work Session.

Citizen comment and Council discussion.

MOTION was made by Councilmember Notaro and seconded by Vice Mayor Shirley to draft an ordinance for the next work session.

Motion passed 7-0.

25. Unfinished Business.

None.

26. City Council Comments.

Councilmember Livingstone thanked everyone for attending and thanked City Manager Riefler and City Clerk Gentry for all they do.

Councilmember Notaro had no further comments.

Councilmember Roberts stated that he was elected to take any opportunity to make improvements whenever possible in the City. He knows that is not a good traffic pattern at Gulf and Causeway Boulevards and there are better ways that it can be done. He is working on it with City Manager Riefler, Tom Washburn, and others.

Councilmember Bankard wished all a blessed Easter.

Councilmember Zabel offered condolences to Mayor Gattis, Wendy Gattis, Michael, and Mr. Bob McIntyre on the passing of Mrs. Joanne McIntyre, a wonderful lady who was a friend of many in the community. He thanked each of the Councilmembers for all of the time and work they contribute to meetings and work sessions.

Vice Mayor Shirley thanked Shepherd's Village, a local single mothers program, who had sent student volunteers for Mission Week from Indian Rocks Christian School to City Hall for landscape cleanup – they did a really great job. She also thanked the Boards for their quarterly reports and all that they do.

Mayor Gattis gave an update on beach nourishment, in part:

- He has met on separate occasions with County Commissioner Chris Latvala, and Pinellas County Public Works Director Kelli Hammer Levy who are 100% on board if the U.S. Army Corps of Engineers (USACE) will not provide beach nourishment
- County Commissioner Janet Long, Indian Rocks Beach Mayor "Cookie" Kennedy, and Kelli Hammer Levy met with Representative Luna who confirmed that she will approach the USACE from an environmental impact perspective to see if she can gain any traction
- It appears that County funding and management are the only way we may get sand, and the project will likely take two years to complete
- Hopefully with the new appointments to the Tourist Development Council (TDC) and Forward Pinellas from the barrier island communities we will have more influence

Mayor Gattis thanked all who attended the meeting in person and remotely.

ADJOURN

MOTION was made by Councilmember Bankard and seconded by Councilmember Zabel to adjourn at 8:46pm.

Motion passed 7-0.

_____ APPROVED: _____

Date Approved Dave Gattis, Mayor

ATTEST: _____

Patricia A. Gentry, City Clerk

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION & REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT, entered into on the date of execution by the local government, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY's jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure or has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for the disaster debris collection and removal services, for which municipal representatives participated or had the opportunity to participate.

1.2 The scope of the work procured by the COUNTY is/will be as set forth in Section E of COUNTY RFP Proposal Number **22-0617-P(AJM)** to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract includes or will include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services, for which municipal

representatives participated or had the opportunity to participate. The scope of work will be or was as set forth in Section E of COUNTY RFP Proposal Number **22-0601-P(JJ)**.

1.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, or the execution of this Agreement if contract(s) are executed prior to this Agreement, the COUNTY will notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a Participation Agreement in substantially the same form as Exhibit A.1 and/or A.2 with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA). Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting the COUNTY, or at any time during a State of Emergency affecting the COUNTY, the COUNTY has up to sixty (60) days to provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY will be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, it will do so utilizing the Participating Agreement(s) substantially similar to those attached hereto as Exhibits A.1 and A.2. Within five (5) business days of entering into such a contract, the MUNICIPALITY must provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 6
FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 7
EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

7.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party thereto, including Pinellas County from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number **22-0617-P (Disaster Debris Collection and Removal RFP)** and/or COUNTY RFP Proposal Number **22-0601-P (Disaster Debris Monitoring and Management RFP)**, or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 9
ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.

SECTION 10
APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By:_____
Barry A. Burton
County Administrator

Legal review:

TOWN OF BELLEAIR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BLUFFS

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR SHORE

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF INDIAN ROCKS BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

KENNETH CITY

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADEIRA BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF OLDSMAR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SAFETY HARBOR

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR	CITY/TOWN
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

EXHIBIT "A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR	CITY/TOWN
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

Proclamation

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
April 30 - May 6, 2023

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Dave Gattis, Mayor of the City of Belleair Beach, do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Patricia Gentry and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 1st day of May 2023

Attest: _____
Mayor Dave Gattis

MEMORANDUM

TO: Mayor and City Council

FROM: Kyle Riefler, City Manager

DATE: April 27, 2023

SUBJECT: Authorization to Execute a Purchase Order with Gemini Engineering and Sciences, Inc. for Stormwater Master Drainage Plan BMPs

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Recommendation:

Authorize the City Manager to execute a PO with Gemini Engineering and Sciences, Inc. for design and engineering services on Stormwater Master Drainage Plan BMPs #6, 9, 10, 11, 12, 13 and 14 in the amount of $360,374.00. BMPs will address 9th St., Harbor Dr., Cedar Dr., Spruce Dr., Palm Dr., 14th St., 15th St., 16th St., 17th St., 18th St., 19th St., 20th St., 21st St., 23rd St., 24th St., 25th St., and Morgan Dr.

History:

The Stormwater Master Drainage Plan was updated by Engineering Sciences Group in September of 2016. Eight of the fifteen BMPs have been completed in priority order. On April 3, 2023, the City Council approved a Capital Improvement Revenue Note providing additional funding needed to complete the remaining seven BMPs.

Background:

The City Manager presented the project scope to the six contracted engineering firms. Four of the firms confirmed they can meet the timeline to complete 100% construction plans and technical specifications for competitive bidding by August 15th, 2023. After receiving this information, the City Manager selected Gemini Engineering and Sciences, Inc., the highest ranked firm in the RFQ evaluation. The project will include repairing or replacing stormwater pipes and inlet structures, replacing all valley curbing and resurfacing all pavement of designated streets. Installing CIPP liner in the street to outfall pipe segments of 12th and 13th St. will also be built-in to the bid. Gemini Engineering and Sciences, Inc. will reanalyze the BMPs and design plans to best address stormwater deficiencies ensuring the highest benefit to cost ratio is achieved. The City Manager will work with the City Attorney to complete a Work Authorization Agreement.

Attachments:

1. Gemini Engineering and Sciences, Inc. Proposal
2. BMP Project Maps
3. Gemini Engineering and Sciences, Inc. Continuing Contract for Professional Services (COI will be updated)

Mr. Kyle Riefler, CFM, CPRP
City Manager
444 Causeway Boulevard
City of Belleair Beach, FL 33786

April 27, 2023

Subject: **City of Belleair Beach Stormwater BMP Design**
Summary Scope of Services

Dear Mr. Riefler,

I appreciate this opportunity to provide our proposal in connection with your proposed construction of the stormwater Best Management Plan stormwater Improvements. In summary, Gemini Engineering will perform the following task assignments:

Scope of Services:

Task 1: Review the proposed project work elements and perform a site assessment for the proposed project and work elements.

Task 2: Perform survey of the proposed project. This will be done by our subconsultant surveyor.

Task 3: Prepare preliminary and final plans. This task will involve using the survey data received and prepare site plans for the street improvement planned for implementation. These include:

1. 17th and 18th Street
2. 19th and 20th Street
3. 9th Street, Cedar Drive, Spruce Drive and Palm Drive
4. 21st and 23rd Street
5. 24th Street, 25th Street and Morgan Drive
6. 14th Street, 15th Street and 16th Street

Task 4: Bidding Phase: Gemini will prepare the bidding documents and coordinate the bid and bid opening with the City.

Task 5: Perform Construction Phase Services. This task will include coordination with the contractor to review shop drawings, construction activities and Contractor Request for Information during construction. Services anticipate one monthly meeting on-site.

Task 6: Meetings. It is anticipated that four (4) meetings at City Hall will be held to assist to answer questions and provide input to City Staff during the design and construction phase of services.

Fee Schedule and Timeline

Attached for your review is our estimate of services for the period of work. The anticipated Lump Sum cost of services is summarized below:

1. Engineering Services: $332,574.00
2. Survey: $27,800.00
   Total Services: $360,374.00

Once we receive all the necessary items, our proposed timeline is as follows:

Task 1 1-3 weeks
Task 2 4-6 weeks
Task 3 8 weeks
Task 4 3 weeks
Task 5 Construction anticipated to be 365 day period
Task 6 Four meetings over the 265 days anticipated schedule.

I appreciate this opportunity to submit my proposal to you and hope that you will find it satisfactory. Please see the attached ***EXHIBIT A*** for additional provisions regarding our Services. This proposal shall remain open for thirty (30) days. If you find our proposal acceptable, an executed copy of this letter may serve as our agreement.

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

Sincerely,

Gemini Engineering & Sciences, Inc.

Larry Fluty, PE
Project Manager

Acceptance by City of Belleair Beach

I hereby authorize Gemini Engineering & Sciences, Inc. to proceed with the work described above.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS

1. General

1.1 The following Standard Terms and Conditions, together with the attached Proposal, constitutes the agreement (hereinafter referred to as "this Agreement") between Gemini Engineering & Sciences, Inc. (hereinafter referred to as "Gemini"), and the person or entity to whom the Proposal is addressed (hereinafter referred to as "Client") for the performance of professional and related Services, as defined in the scope of services.

1.2 No provision of this Agreement, including without limitation these Standard Terms and Conditions, may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized agent of Gemini. Client may use its standard business forms (such as purchase orders) to administer any agreement between Gemini and Client, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of these Standard Terms and Conditions or Gemini's Proposal and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

1.3 Client acknowledges and agrees that Gemini's Services are on behalf of and for the exclusive use of Client and shall consist solely of those Services described in Gemini's scope of services and shall not be based upon scientific or technical tests or procedures beyond the scope described therein, or the time and budgetary constraints imposed by Client. Client further acknowledges and agrees that Gemini's Services require decisions that are not always based upon pure science, but also include judgmental considerations.

2. Standards of Performance

2.1 The standard of care for all Services under this Agreement shall be the care and skill ordinarily exercised by members of the same profession currently practicing in the same locality.

2.2 Gemini shall review laws, rules, regulations, ordinances, codes, and Client-mandated standards in effect as of the date of this Agreement applicable to Gemini's Services. Gemini shall respond to requirements imposed by governmental authorities having jurisdiction over the Services. Changes to any laws, rules, regulations, ordinances, codes, Client-mandated standards or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to Client's responsibilities or to Gemini's scope of services, times of performance, and/or compensation. If, during Gemini's review of applicable laws, rules, regulations, ordinances and codes, and Client-mandated standards, Gemini identifies any conflict between such laws, rules, regulations, ordinances and codes, and Client-mandated standards, Gemini shall notify Client of the nature and impact of such conflict. Client agrees to cooperate and work with Gemini in an effort to resolve any such conflict.

2.3 Gemini shall not be required to sign any document or certification, no matter by whom requested, that would result in Gemini's having to certify, guarantee or warrant the existence of conditions whose existence Gemini cannot ascertain, or that extends Gemini's duties, responsibilities or liability beyond that contemplated by this Agreement. In the event that Gemini executes any such document or certificate, Client acknowledges that such execution by Gemini shall not operate as a waiver of this provision, but shall be considered a mistake of fact or law. Client agrees not to make resolution of any dispute with Gemini or payment of any amount due to Gemini in any way contingent upon Gemini's signing any such certification.

3. Client's Responsibilities

3.1 Client shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the Services of Gemini.

3.2 Client shall be responsible for, and Gemini may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Gemini pursuant to this Agreement. Gemini may use such requirements, reports, data, and information in performing or furnishing Services under this Agreement. Nothing in this paragraph shall be construed to require Gemini to affirmatively determine the accuracy of information that is prepared for Client by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by Gemini.

3.3 Client shall provide for Gemini's right to enter the property owned by Client and/or others in order for Gemini to fulfill its Services.

3.4 Client shall promptly report to Gemini any deficiencies or suspected deficiencies in Gemini's work or Services of which Client becomes aware so that Gemini may take measures to minimize the consequences of such deficiencies. Upon notice to Gemini and by mutual agreement between the parties, Gemini shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in Client-furnished information.

4. Ownership and Use of Documents

4.1 All original reports, plans, specifications, field data and other documents, whether in written or electronic format, prepared by Gemini or Gemini's consultants as instruments of professional service (hereinafter collectively referred to as "Documents") shall remain the property of Gemini or Gemini consultants whether or not the Services are completed.

4.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed and/or sealed by Gemini or Gemini's consultants. Files in electronic media format of text, data, graphics or of other types that are furnished by Gemini or Gemini's consultants to Client are only for the convenience of Client. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, Client agrees that it will perform acceptance tests or procedures within 60 days after receipt of such data, after which Client shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by Gemini at no cost to Client. However, Gemini shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4.4 When transferring documents in electronic media format, Gemini makes no representations as to long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those used by Gemini for the Services provided.

4.5 Client may make and retain copies of Documents for information and reference in connection with the Services provided to the Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Services or on any other project. Any such reuse or modification without written verification or adaptation by Gemini will be at the user's sole risk. Client shall, to the fullest extent permitted by law, indemnify, defend, and hold Gemini, its officers, directors, employees and agents, harmless from and against any and all claims, suits, judgments, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and defense costs) arising or allegedly arising from out of any unauthorized reuse or modification of said Documents by Client or any person or entity for whom Client is legally liable without the written authorization of Gemini.

4.5.1 In the event Client subsequently reproduces or otherwise uses Gemini's Documents or creates a derivative work based upon the Documents, Client shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Documents of the identity of Gemini, its employees and consultants.

4.6 Under no circumstances shall delivery of the electronic files for use by Client be deemed a sale by Gemini, and Gemini makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall Gemini be liable for any loss of profit or any consequential damages as a result of Client's use or reuse of the electronic files.

5. Billing and Payment

5.1 Invoices shall be submitted monthly by Gemini, are due upon presentation, and shall be considered past due if not paid within 30 days of the invoice date. If payment is not received by Gemini within 45 days of the invoice date, Client shall pay as interest an additional charge of one and one-half percent (1.5%) or the maximum allowable by law, whichever is lower, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

5.2 If Client objects to any portion of an invoice, Client shall so notify Gemini in writing within 10 days of receipt of the invoice. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in Gemini's favor and unpaid for more than 45 days after date of submission.

5.3 In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

5.4 If Client fails to make payments when due or otherwise is in breach of this Agreement, Gemini may suspend performance of Services upon seven days' notice to Client. If the Client's failure to make payments when due is not cured within 120 days of the due date, this Agreement will automatically terminate without further notice to the Client. Gemini shall have no liability whatsoever to Client for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by Client.

5.5 If and to the extent the time initially established by this Agreement for completion of Gemini's Services is exceeded or extended through no fault of Gemini, compensation for any Services rendered during the additional period of time shall be computed in accordance with the additional services provision of this Agreement, or, in the absence thereof, on the basis of Gemini's then-current standard hourly billing rates, plus reimbursable expenses at a multiplier of 1.1 times the actual expense incurred by Gemini, its employees and consultants, in the provision of the Services.

5.6 Payments Upon Termination.

5.6.1 In the event of any termination under the terms of this Agreement, Gemini will be entitled to invoice Client for all Services performed or furnished and all expenses incurred through the effective date of termination.

5.6.2 In the event of termination by Gemini for cause, in addition to invoicing for those items identified in paragraph 5.6.1, above, Gemini shall be entitled to invoice Client and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Gemini's consultants, and other related close-out costs.

6. Insurance

6.1 During the term of this Agreement, Gemini shall maintain not less than the following insurance coverages:

6.1.1 Commercial General Liability Insurance - $1,000,000 per occurrence / $1,000,000 aggregate

6.1.2 Professional Liability Insurance - $1,000,000 per claim / $1,000,000 aggregate

6.2 At any time, Client may request that Gemini, at Client's sole expense, provide additional insurance coverage or increased limits that are more protective than those maintained by Gemini.

7. Allocation of Risks; Limitation of Remedies

7.1 It is intended by the parties to this Agreement that Gemini's Services shall not subject Gemini's individual employees, officers, or directors to any personal legal exposure for the risks associated with the Services. Therefore, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit arising out of Gemini's Services shall be directed and/or asserted only against Gemini, a Florida corporation, and not against any of Gemini's individual employees, officers, or directors.

7.2 In recognition of the relative risks and benefits of the Services to both Client and Gemini, Client agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, that any liability created by or arising out of this Agreement on the part of Gemini to Client and any person or entity claiming by, through or under Client, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement), shall not exceed $100,000.

7.3 Notwithstanding any other provision in this Agreement, neither Gemini nor Client shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Services or performance of this Agreement.

8. Certificate of Merit

8.1 Client shall make no claim for professional negligence, either directly or in a third-party claim, against Gemini unless Client has first provided Gemini with a written certification executed by an independent design professional currently practicing in the same discipline as Gemini and licensed in the state in which the Services were provided. This certification shall: (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and (iii) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Gemini not less than 30 days prior to the presentation of any claim or the institution of any mediation, arbitration, or judicial proceeding.

9. Integration, Severability and Survival

9.1 This Agreement comprises the final and complete agreement between Client and Gemini. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and Gemini. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

9.2 All provisions of this Agreement related to assignment, indemnification, limitation of remedies, and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the Services hereunder and the termination of this Agreement and shall remain enforceable between the parties.

10. Assignment

10.1 Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to the Contractor or any other third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

10.2. Nothing in this Agreement shall prevent Gemini from using a contractor, agent, or consultant to perform all or part of the Services.

11. Suspension of Services

11.1 If the Services are suspended for more than 30 days in the aggregate, Gemini shall be compensated for Services performed and charges incurred prior to suspension and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Services schedule based on the delay caused by the suspension. If the Services are suspended for more than 90 days in the aggregate, Gemini may, at its option, terminate this Agreement upon giving notice in writing to Client. If Client fails to make payments when due or otherwise is in breach of this Agreement, Gemini may suspend performance of Services upon seven days' prior written notice to Client. Gemini shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

12. Force Majeure

12.1 Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including, but not limited to, any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage or the acts of third parties (a "Force Majeure Event").

12.2 Upon completion of the Force Majeure Event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

12.3 A Force Majeure Event does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event.

13. Termination

13.1 This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14. Third Party Beneficiaries

14.1 Gemini's Services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against Gemini because of this Agreement or the performance or nonperformance of Services hereunder.

15. Dispute Resolution

15.1 Gemini and Client will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute to mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties will share equally in the costs of the mediator. Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.

16. Limitations on Actions

16.1 Causes of action by either party against the other party, however denominated, shall be barred two years from the day Gemini's Services are completed or Gemini otherwise ceases providing the Services called for in this Agreement, whichever first occurs.

17. Governing Law and Venue

17.1 The laws of the State of Florida, without regard to any choice of law principles that may otherwise have permitted the application of the laws of any other jurisdiction, shall govern all matters arising under or relating to this Agreement. Any and all claims or actions existing or instituted, or which any party hereto may hereinafter have, directly or indirectly, under this Agreement shall brought in a Florida court of competent jurisdiction in the City of Jacksonville, Florida, or in the United States District Court for the Middle District of Florida, Jacksonville Division, Jacksonville, Florida; and not elsewhere. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the aforementioned courts. The parties waive and will waive all rights to have a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter whatsoever arising out or in any way related to or connected with this Agreement.

18. Interpretation

18.1 The parties expressly agree that this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

19. The parties agree that in connection with any dispute arising under, from, or as a result of this Agreement, the prevailing party will be entitled to recover all costs or expenses incurred, including reasonable attorney's fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation, enforcement of judgments, and any pretrial, trial, appeal, bankruptcy, collection, administrative, or dispute resolution proceeding). The attorney's fees may be set by the tribunal in the same action or in a separate action brought for that purpose.

End of Standard Terms and Conditions

EXHIBIT A
City of Belleair Beach BMP Construction Plan

Cost Estimate for Belleair Beach BMP (Engineering Only)
Prepared By: LLF

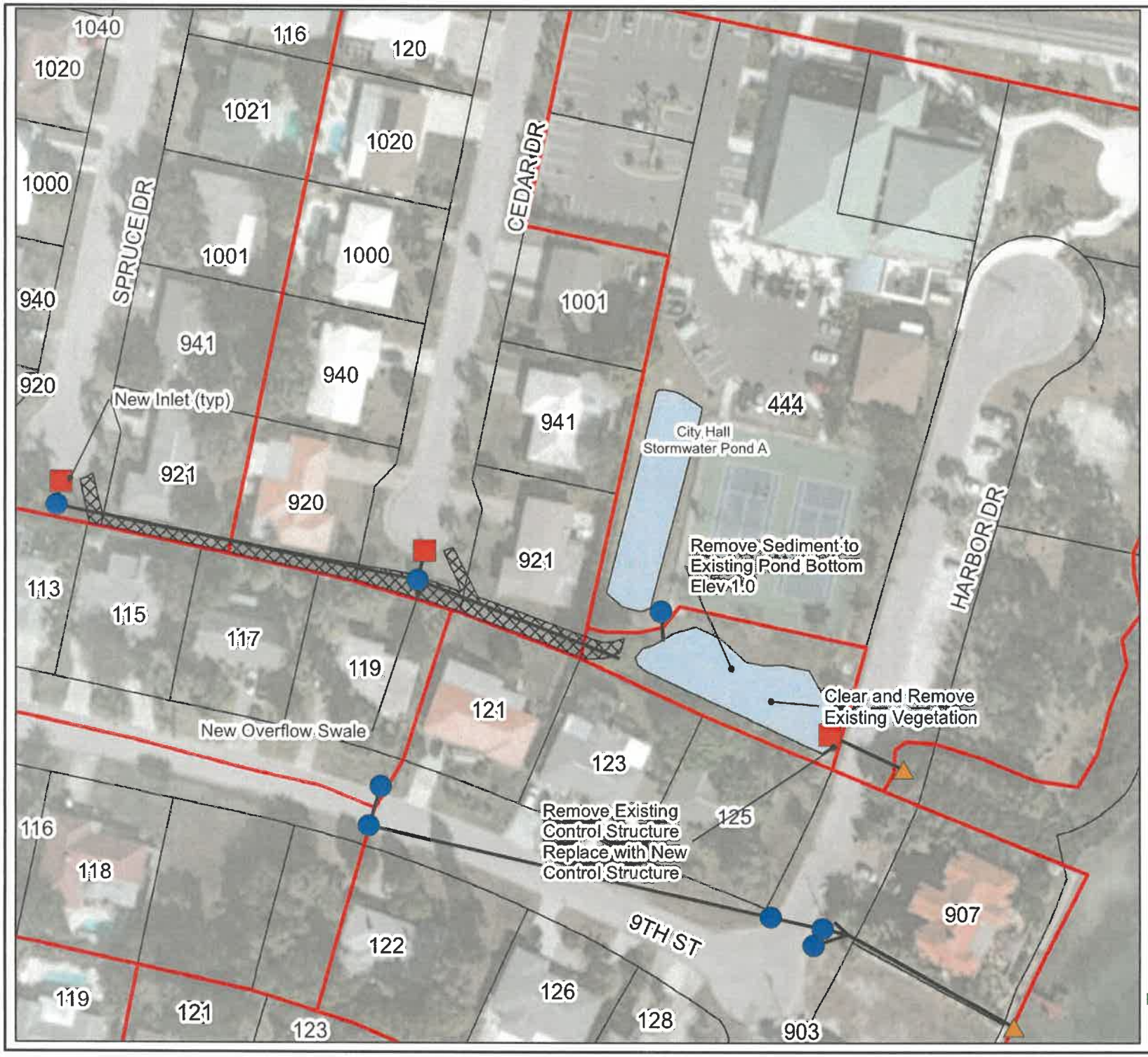
Created: 4/26/2023
Last Revised:

	Senior PM	Senior Engineer	Project Engineer	Junior Engineer	Project GIS Specialist	Admin Asst	Total Hours	Total Cost	
Personnel Hourly Rate	**$188.00**	**$180.00**	**$159.00**	**$130.00**	**$144.00**	**$58.00**			
TASK DESCRIPTIONS									
Task 1 - Reconnaissance and Site Assessment	16.0			16.0			32.0	$5,088.00	**$5,088.00**
Task 2 - Preliminary and Final Site Plan Preparation (see attached Plan Prep Estimate)	248.0	256.0	564.0	724.0	0.0	0.0	1792.0	$276,500.00	**$276,500.00**
Task 3 - Permitting	2.0		2.0			4.0	8.0	$926.00	**$926.00**
Task 4 - Bidding Phase									
Task 3A- Bidding Documents	4.0	4.0				40.0	48.0	$3,792.00	**$3,792.00**
Task 3B - Bid Evaluation and Award Assistance	4.0		4.0			8.0	16.0	$1,852.00	**$1,852.00**
Task 5 - Construction Phase Services (Assuming 365 days)	96.0		96.0				192.0	$33,312.00	**$33,312.00**
Task 6 - Meetings	32.0		32.0				64.0	$11,104.00	**$11,104.00**
ENGINEERING DESIGN/PLAN PREPARATION TOTALS	$402.00	$260.00	$698.00	$740.00	$0.00	$52.00	$2,152.00	$332,574.00	

Notes and Assumptions:

1. Survey Costs are separate from Engineering Costs (Survey Costs =$27,800)
2. Construction Phase Services estimate is based on a 365 day (1-year) Construction Duration. One meeting per month for 12 months.

	$332,574.00
survey	**$27,800.00**
Totals	**$360,374.00**



City of Belleair Beach

Master Drainage Plan

BMP 6
City Hall/ Cedar Dr/ Spruce Dr

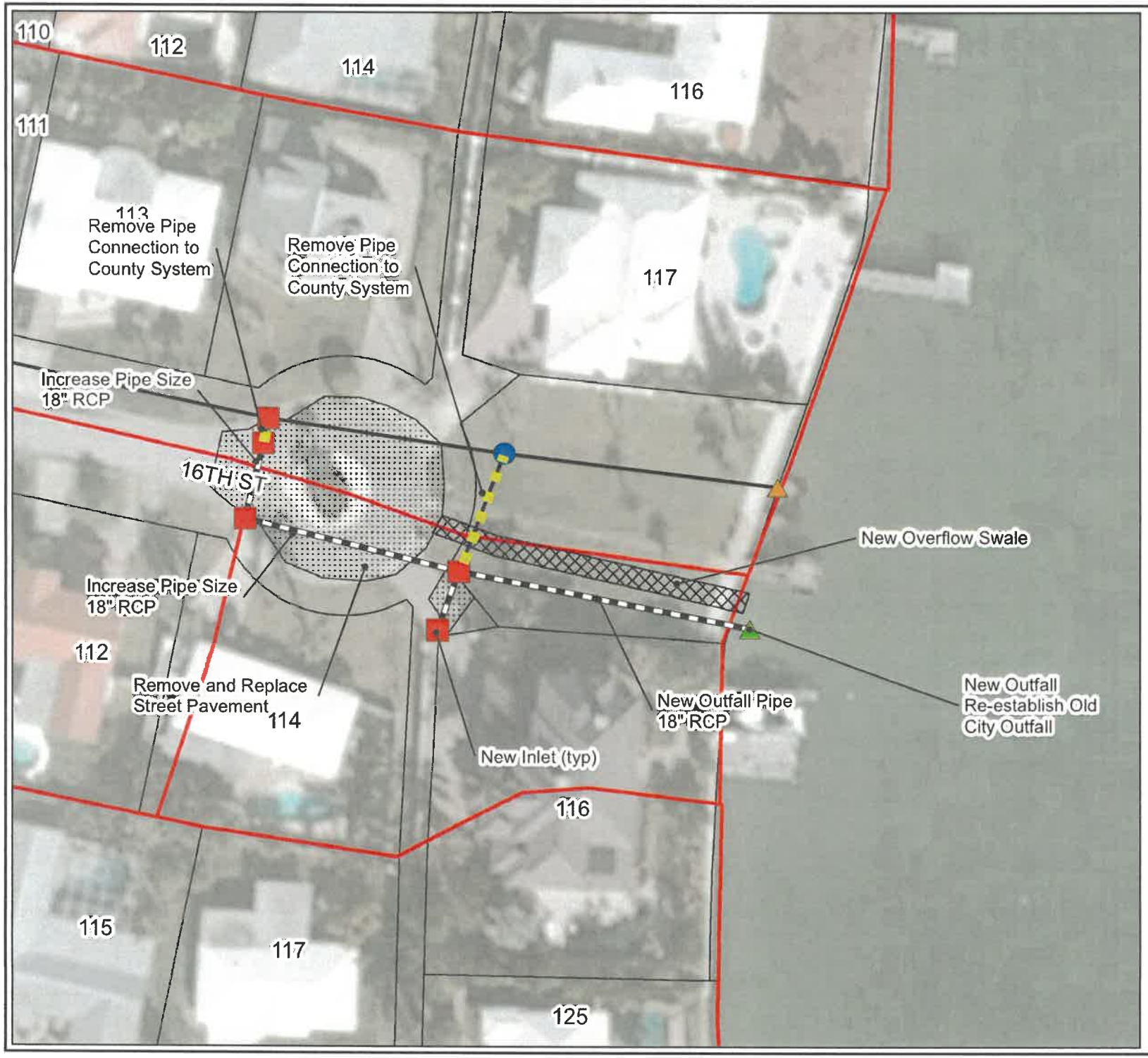
N
W E
S

1 inch = 83 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Stormwater Pond
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group



City of Belleair Beach

Master Drainage Plan

BMP 9
16th Street

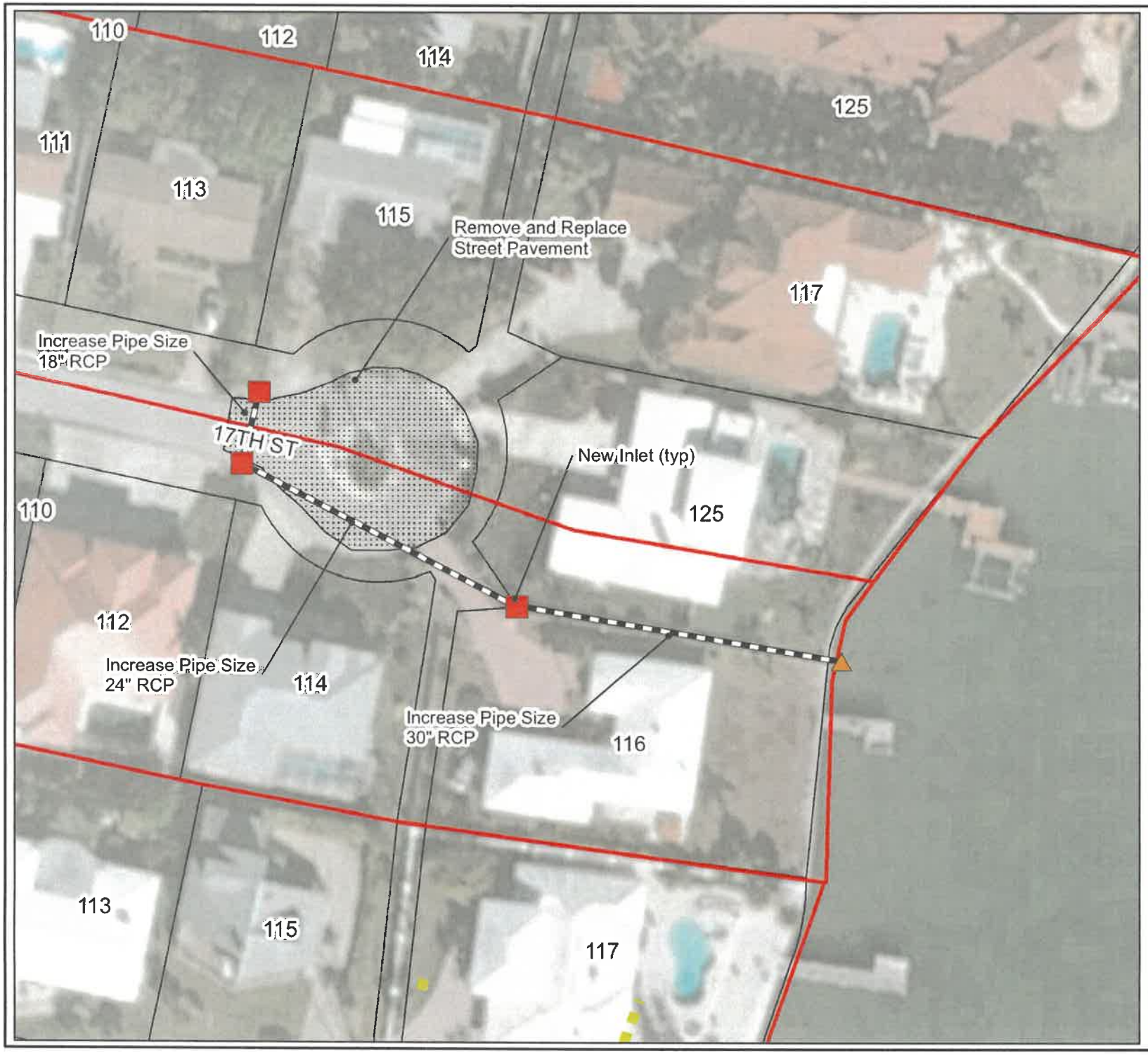
N
W E
S

1 inch = 50 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group



City of Belleair Beach

Master Drainage Plan

BMP 10
17th Street

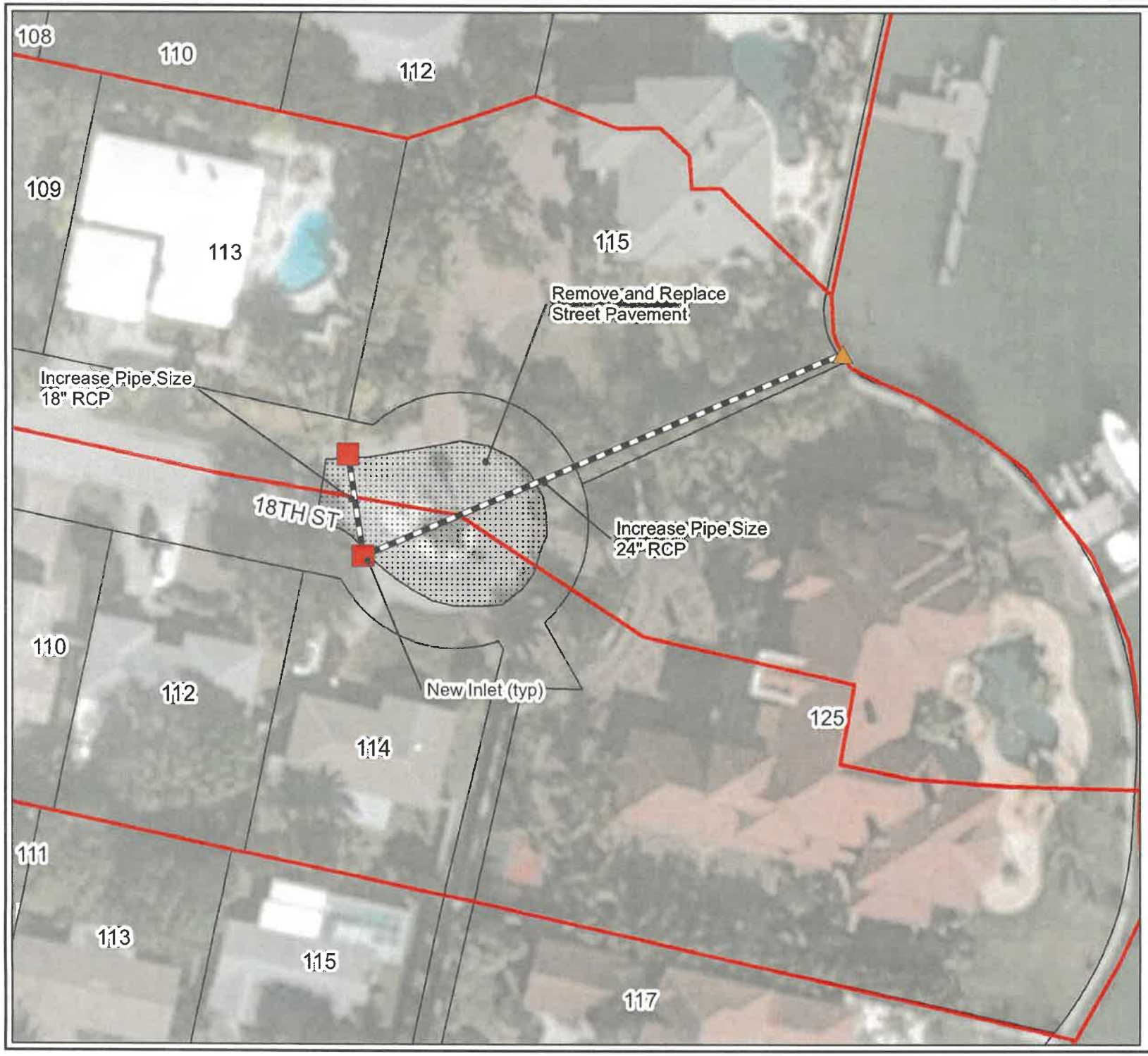
N
W E
S

1 inch = 50 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group



City of Belleair Beach

Master Drainage Plan

BMP 11
18th Street

N
W E
S

1 inch = 50 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group

City of Belleair Beach

Master Drainage Plan

BMP 12
19th Street

N
W E
S

1 inch = 50 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group

City of Belleair Beach

Master Drainage Plan

BMP 13
22nd Street

N
W E
S

1 inch = 50 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group

City of Belleair Beach

Master Drainage Plan

BMP 14
Morgan Drive

N
W E
S

1 inch = 50 feet

Legend

- Check Gate Structure
- Existing Inlet
- Existing Outfall
- New Outfall
- New Stormwater Inlet
- Existing Pipe
- New Pipe
- Overflow Swale
- Street Repair
- Stormwater_Basin
- Parcels

ESG
Engineering Sciences Group

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF BELLEAIR BEACH, FLORIDA

and

GEMINI ENGINEERING & SCIENCES, INC.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

ARTICLE 1	. - DESIGN PROFESSIONAL'S RESPONSIBILITY	1
ARTICLE 2	. - OWNER'S RESPONSIBILITIES	6
ARTICLE 3	. - TIME	7
ARTICLE 4	. - COMPENSATION	9
ARTICLE 5	. - OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY	10
ARTICLE 6	. - MAINTENANCE OF RECORDS	13
ARTICLE 7	. – INDEMNIFICATION	14
ARTICLE 8	. - INSURANCE	14
ARTICLE 9	. - SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF	17
ARTICLE 10	. - WAIVER OF CLAIMS	17
ARTICLE 11	. - TERMINATION OR SUSPENSION	18
ARTICLE 12	. - SECURING AGREEMENT/PUBLIC ENTITY CRIMES	19
ARTICLE 13	. - CONFLICT OF INTEREST	20
ARTICLE 14	. - MODIFICATION	20
ARTICLE 15	. - NOTICES AND ADDRESS OF RECORD	20
ARTICLE 16	. - MISCELLANEOUS	21
ARTICLE 17	. – APPLICABLE LAW	22
ARTICLE 18	. – EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION	23
ARTICLE 19	. – DISPUTE RESOLUTION	23

TABLE OF SCHEDULES

Schedule A:	**Work Authorization Form**
Schedule B:	**Staffing Schedule**
Schedule C:	**Rate Schedule**
Schedule D:	**Insurance Certificates**
Schedule E:	**Insurance Coverage**
Schedule F:	**Truth in Negotiation Certificate**

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of February, 2023 (which date shall serve as the Effective Date notwithstanding the actual date(s) of execution by the Parties), by and between the City of Belleair Beach, a Florida municipal corporation, (hereinafter referred to as the "OWNER"), and GEMINI ENGINEERING & SCIENCES, INC., a business authorized to conduct business in the State of Florida, whose business address is 360 Central Avenue, Suite 1020, St. Petersburg, Florida 33701, (hereinafter referred to as the "DESIGN PROFESSIONAL").

EXORDIAL CLAUSES:

WHEREAS, it is in the best interests of OWNER to be able to obtain professional engineering services expeditiously when a need arises in connection with a study, plan review or a partial or complete City of Belleair Beach construction, repair, or renovation projects; and

WHEREAS, Florida Statutes § 287.055 (the Consultant's Competitive Negotiation Act or CCNA), permits an agency to enter into a "continuing contract" with a firm to provide professional services including architectural and engineering services; and

WHEREAS, OWNER has solicited for such services and has selected DESIGN PROFESSIONAL in accordance with the provisions of CCNA, which will provide professional engineering services as directed by OWNER for such projects and tasks as may be required by OWNER from time to time during the term of this Agreement.

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

ARTICLE 1. - DESIGN PROFESSIONAL'S Responsibility

1.1 From time to time upon the request or direction of OWNER as hereinafter provided, DESIGN PROFESSIONAL shall provide to OWNER professional engineering services (hereinafter the "Services") in accordance with the Florida Statutes as herein set forth. All Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Authorization issued pursuant to the procedures described herein. The form of the Work Authorization is set forth in attached **Schedule A**. Any deviation from the scope of services set forth in the Work Authorization must be brought to OWNER'S attention in writing by DESIGN PROFESSIONAL and all such deviations must be expressly approved by OWNER in writing.

1.1.1 All Services must be authorized in writing by OWNER in the form of a Work Authorization. DESIGN PROFESSIONAL shall not provide any Services to OWNER unless and to the extent they are required in a written Work Authorization. Any Services provided by DESIGN PROFESSIONAL without a written Work Authorization shall be at DESIGN PROFESSIONAL'S own risk and OWNER shall have no liability for such Services.

1.1.2 As OWNER identifies certain Services it wishes DESIGN PROFESSIONAL to provide pursuant to the terms of this Agreement, OWNER shall request a proposal from DESIGN PROFESSIONAL for such Services, said proposal to be in compliance with the terms of this Agreement, and which shall confirm DESIGN PROFESSIONAL'S availability to perform the work and the proposed scope of work to be performed based on the OWNER'S request. If the OWNER does not object or seek modification to the proposal, a Work Authorization shall be prepared which incorporates the terms of the proposal and DESIGN PROFESSIONAL will then be obligated to perform the work and provide the Services as set forth in the Work Authorization, and in conformance with the terms of this Agreement.

1.1.3 Upon execution of a Work Authorization as aforesaid, DESIGN PROFESSIONAL agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Authorization.

1.1.4 It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto DESIGN PROFESSIONAL that any specific amount of Services will be requested or required of DESIGN PROFESSIONAL pursuant to this Agreement.

1.1.5 DESIGN PROFESSIONAL shall have no authority to act as the agent of OWNER under this Agreement or to obligate OWNER in any manner or way absent express written approval from the OWNER to do so.

1.1.6 All duly-executed Work Authorizations are hereby incorporated into and made a part of this Agreement by reference.

1.2 DESIGN PROFESSIONAL agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Pinellas County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Agreement.

1.3 DESIGN PROFESSIONAL agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ, retain, and assign only qualified personnel to provide such Services.

1.4 DESIGN PROFESSIONAL hereby designates Larry Fluty as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), with full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Agreement. For each Work Authorization DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"). The Representative is authorized and responsible to

act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating, and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Agreement, DESIGN PROFESSIONAL acknowledges that the Representative has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to the Work Authorization. DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by DESIGN PROFESSIONAL under the Work Authorization. Further, DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall not be removed by DESIGN PROFESSIONAL without OWNER'S prior approval, and if so, removed must be immediately replaced with a person acceptable to OWNER, which approval and acceptance shall not be unreasonably withheld by OWNER.

1.5 DESIGN PROFESSIONAL agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Agreement are subject to OWNER'S reasonable approval. Attached hereto as **Schedule B** is a listing of DESIGN PROFESSIONAL'S senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Agreement. None of the senior staff, subconsultants and subcontractors identified in **Schedule B** shall be removed by DESIGN PROFESSIONAL without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so, removed shall be immediately replaced with a person or firm reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove and replace the Representative, or any other personnel employed or retained by DESIGN PROFESSIONAL, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform any of the Services pursuant to the requirements of this Agreement, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause. If DESIGN PROFESSIONAL is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.

1.6 DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of professional engineering services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per OWNER'S standards. By execution of this Agreement and each subsequent Work Authorization issued hereafter, if any, DESIGN PROFESSIONAL acknowledges it has received the most recent version of the OWNER'S standards as of the date of this Agreement or such subsequent Work Authorization and will follow, observe, and design in accordance with the standards, requirements and conventions set forth therein. The DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be subject to OWNER'S reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Services to be provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any

conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of any design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful completion of the subject project pursuant to the Work Authorization.

1.7 DESIGN PROFESSIONAL agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of DESIGN PROFESSIONAL'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by DESIGN PROFESSIONAL hereunder, and DESIGN PROFESSIONAL shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. This prohibition includes, but is not limited to, those exemptions is the Florida Public Records Act associated with public facilities and security systems.

1.8 DESIGN PROFESSIONAL acknowledges that OWNER may contract with a construction manager or contractor who, if retained, shall be responsible for any construction identified in the Work Authorization (hereinafter referred to as "CONSTRUCTION CONTRACTOR"). If CONSTRUCTION CONTRACTOR is retained, DESIGN PROFESSIONAL agrees to cooperate with CONSTRUCTION CONTRACTOR with respect to CONSTRUCTION CONTRACTOR'S delivery of its work and services to OWNER. Also, in such event, DESIGN PROFESSIONAL agrees to incorporate, whenever reasonably practicable and consistent with good design, and after OWNER'S written approval, all suggestions or recommendations timely made by CONSTRUCTION CONTRACTOR with respect to any design set forth in the Work Authorization.

1.9 DESIGN PROFESSIONAL agrees, for both itself and all of its subconsultants and subcontractors, to comply with all of OWNER'S rules and regulations with respect to safety and security at the OWNER'S facilities, including OWNER'S drug program, as said rules and regulations may be modified and amended by OWNER from time to time.

1.9.1 DESIGN PROFESSIONAL expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, DESIGN PROFESSIONAL shall comply with any rules or regulations implemented by OWNER in order to comply with the Jessica Lunsford Act.

1.9.2 DESIGN PROFESSIONAL certifies that no person or subconsultant will be assigned to work on any work pursuant to this contract that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of OWNER. Further, DESIGN PROFESSIONAL agrees to hold harmless OWNER and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of OWNER by DESIGN PROFESSIONAL'S employees or subconsultants assigned to do work pursuant to this contract.

1.10 OWNER may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, and DESIGN PROFESSIONAL shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve DESIGN PROFESSIONAL from any of its duties or obligations hereunder.

1.11 DESIGN PROFESSIONAL shall be responsible for obtaining and reviewing all geological reports obtained by OWNER with respect to the Project. DESIGN PROFESSIONAL'S design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event DESIGN PROFESSIONAL has any questions or concerns about the contents of any such reports, DESIGN PROFESSIONAL shall notify OWNER in writing within 3 days of DESIGN PROFESSIONAL'S receipt of any such geological reports. DESIGN PROFESSIONAL and OWNER will attempt to mutually resolve any such questions or concerns.

ARTICLE 2. - OWNER'S RESPONSIBILITIES

2.1 For each Work Authorization, OWNER shall designate in writing a project coordinator to act as OWNER'S representative with respect to the Services to be rendered under the Work Authorization (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S Services under the Work Authorization. However, except as may be otherwise expressly authorized in writing by the OWNER, neither the Project Manager nor any other party is authorized to issue any verbal or written orders or instructions to DESIGN PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of Services to be provided and performed by DESIGN PROFESSIONAL as set forth in the Work Authorization; (2) the time DESIGN PROFESSIONAL is obligated to complete all such Services as set forth in the Work Authorization or in the Schedule submitted and approved pursuant to this Agreement; or (3) the amount of compensation OWNER is obligated or committed to pay DESIGN PROFESSIONAL as set forth in the Work Authorization. Any additional services must be approved in writing in the form of a written and executed amendment to this Agreement or applicable Work Authorization prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without its express prior written approval. Failure to obtain prior written approval for Additional Services waives DESIGN PROFESSIONAL'S claim that it performed Additional Services and instead such services will be deemed to be part of the Basic Services required of DESIGN PROFESSIONAL hereunder.

2.2 OWNER shall provide, if available, all criteria and information requested by DESIGN PROFESSIONAL as to OWNER'S requirements for the Services specified in the Work Authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which may impact the scope of Services.

2.3 Upon request from DESIGN PROFESSIONAL, OWNER will assist DESIGN PROFESSIONAL by making available to DESIGN PROFESSIONAL all reasonably available information in OWNER'S possession pertinent to the Services specified in the Work Authorization, including existing drawings, specifications, shop drawings, product

literature, previous reports and any other data relative to design or construction set forth in the Work Authorization.

2.4 OWNER shall arrange for access to and make all provisions for DESIGN PROFESSIONAL to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by DESIGN PROFESSIONAL under this Agreement. DESIGN PROFESSIONAL acknowledges that such access may be provided during times that are not the normal business hours of DESIGN PROFESSIONAL.

2.5 OWNER shall provide written notice to DESIGN PROFESSIONAL of any deficiencies or defects discovered by OWNER with respect to the Services to be rendered by DESIGN PROFESSIONAL hereunder.

2.6 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Agreement) to be provided by OWNER or some notice, report or document is to be provided to OWNER, such reference to "OWNER" shall mean OWNER, OWNER'S staff, or OWNER'S designee, unless otherwise stated.

ARTICLE 3. - TIME

3.1 Prior to or within ten (10) days of receiving a written Work Authorization by OWNER to perform Services hereunder for a particular project ("Project"), DESIGN PROFESSIONAL agrees to submit to and establish with OWNER a computer-generated bar graph time schedule ("Schedule") for the performance of such Services, same to be based on the scope of Services to be provided with respect to the Project. Said Schedule shall be of a form and content satisfactory to OWNER. Services to be rendered by DESIGN PROFESSIONAL shall be commenced, performed and completed in accordance with the Work Authorization and the Schedule. Time is of the essence with respect to the performance of this Agreement.

3.2 Should DESIGN PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of DESIGN PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then DESIGN PROFESSIONAL shall notify OWNER in writing within three (3) business days (unless OWNER expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which DESIGN PROFESSIONAL may have had to request a time extension.

3.2.1 The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by OWNER.

3.3 Unless otherwise expressly provided for in the Work Authorization, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of DESIGN PROFESSIONAL'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve DESIGN PROFESSIONAL of its duty to perform or give rise to any right to damages or additional

compensation from OWNER. DESIGN PROFESSIONAL expressly acknowledges and agrees that it shall receive no damages for delay. DESIGN PROFESSIONAL'S sole remedy, if any, against OWNER will be the right to seek an extension of time to its Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of DESIGN PROFESSIONAL, the services to be provided hereunder have been delayed for a total of six months, DESIGN PROFESSIONAL'S compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by DESIGN PROFESSIONAL, if any, as a result of such delays.

3.4 Should DESIGN PROFESSIONAL fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to OWNER hereunder, OWNER at its sole discretion and option may withhold any and all payments due and owing to DESIGN PROFESSIONAL until such time as DESIGN PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to OWNER'S satisfaction that DESIGN PROFESSIONAL'S performance is or will shortly be back on schedule.

3.5 The initial term of this Agreement shall be for one (1) year starting from the Effective Date. Notwithstanding anything herein to the contrary, this Agreement will be renewed automatically for additional one (1) year terms for up to an additional four (4) terms.

ARTICLE 4. - COMPENSATION

4.1 Compensation and the manner of payment of such compensation by OWNER for Services rendered hereunder by DESIGN PROFESSIONAL shall be as prescribed in each written Work Authorization. DESIGN PROFESSIONAL agrees to furnish to OWNER, after the end of each calendar month, or as specified in the Work Authorization, a comprehensive and itemized statement of charges for the Services performed and rendered by DESIGN PROFESSIONAL during that time period, and for any OWNER authorized reimbursable expenses as herein below defined, incurred and/or paid by DESIGN PROFESSIONAL during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by OWNER. All such statements shall indicate the Agreement Number, Work Authorization Number, Purchase Order Number and Project Site description (including facility name).

4.2 The compensation (whether based upon lump sum, hourly, hourly with a cap or some other agreed to format) contained in each separate Work Authorization shall be based on the hourly rates as set forth and identified in **Schedule C**, which is attached hereto, for the time reasonably expended by DESIGN PROFESSIONAL'S personnel in performing the Services. The Rate Schedule shall be updated by mutual agreement on a yearly basis, in conjunction with the annual renewal of this Agreement provided for in paragraph 3.5 above.

4.3 OWNER agrees to reimburse DESIGN PROFESSIONAL for all necessary and reasonable reimbursable expenses incurred or paid by DESIGN PROFESSIONAL in

connection with DESIGN PROFESSIONAL'S performance of the Services, at its direct cost with no markup, to the extent such reimbursement is permitted in the Work Authorization. For the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

4.3.1 All necessary fees paid by DESIGN PROFESSIONAL to governmental authorities, having jurisdiction over any Project specified in a Work Authorization, for securing required approval of the Project or any part of it.

4.3.2 Travel expenses incurred or paid by DESIGN PROFESSIONAL for necessary travel by any principal or employee of DESIGN PROFESSIONAL outside of Pinellas County, Florida, in connection with the performance of the Services. Such travel expenses are to be limited to the amounts established by Florida law for travel by employees of OWNER.

4.3.3 The direct cost to DESIGN PROFESSIONAL for copying/ reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.

4.3.4 DESIGN PROFESSIONAL shall obtain the prior written approval of OWNER before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by DESIGN PROFESSIONAL will be deemed to be a reimbursable expense.

4.4 DESIGN PROFESSIONAL shall bear and pay all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by DESIGN PROFESSIONAL in the performance of the Services.

4.5 Prior to authorizing DESIGN PROFESSIONAL to provide any Services or to incur any reimbursable expenses under a Work Authorization pursuant to this Agreement, OWNER shall request that DESIGN PROFESSIONAL in writing advise OWNER of (i) the estimated time of DESIGN PROFESSIONAL'S personnel and the estimated fees thereof for the proposed work to be specified in the Work Authorization; and (ii) the estimated charge to OWNER for the reimbursable expenses applicable to the contemplated Services to be performed by DESIGN PROFESSIONAL under the proposed Work Authorization. DESIGN PROFESSIONAL shall promptly supply such estimate to OWNER based on DESIGN PROFESSIONAL'S good faith analysis.

4.6 DESIGN PROFESSIONAL agrees that, with respect to any subconsultant or subcontractor to be utilized by DESIGN PROFESSIONAL on any particular Work Authorization, DESIGN PROFESSIONAL shall be limited to a maximum markup of __ % on the fees and expenses associated with such subconsultants and subcontractors.

ARTICLE 5. - OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY

5.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD)

files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for DESIGN PROFESSIONAL, or otherwise provided to OWNER, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, DESIGN PROFESSIONAL and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

5.2 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the DESIGN PROFESSIONAL has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.

5.3 DESIGN PROFESSIONAL shall obtain from each of DESIGN PROFESSIONAL'S consultants, subconsultants, contractors, subcontractors, and representatives (jointly DESIGN PROFESSIONAL'S Consultants) either an assignment from the Consultant to OWNER of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from DESIGN PROFESSIONAL'S Consultant to OWNER, granting OWNER the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the DESIGN PROFESSIONAL'S Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project.

5.4 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license (i) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL'S Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

5.5 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, DESIGN PROFESSIONAL hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by OWNER; provided, however, DESIGN PROFESSIONAL shall not be liable for any of the design work performed by such

replacement architects, engineers or other professionals and OWNER agrees to indemnify and hold DESIGN PROFESSIONAL harmless from any such liability.

5.6 DESIGN PROFESSIONAL, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by OWNER to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights OWNER has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to OWNER.

5.7 DESIGN PROFESSIONAL shall, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the OWNER, provide to OWNER (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by DESIGN PROFESSIONAL from DESIGN PROFESSIONAL'S Consultants pursuant to section 6.3, and (iii) a written license from DESIGN PROFESSIONAL to OWNER pursuant to section 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. DESIGN PROFESSIONAL shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify OWNER in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by DESIGN PROFESSIONAL, the hard paper copy shall control.

5.8 OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the DESIGN PROFESSIONAL; provided, however, that OWNER may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without DESIGN PROFESSIONAL'S prior consent. Further, OWNER shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or OWNER'S exercise of any right or license granted herein or pursuant to this Agreement.

5.9 DESIGN PROFESSIONAL hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the OWNER pursuant to this Agreement shall be original in the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL'S Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, DESIGN PROFESSIONAL shall indemnify, protect and hold harmless OWNER, its officers, directors, contractors and employees of any of them (collectively "Indemnitees") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL'S consultants, or provided to

the OWNER by DESIGN PROFESSIONAL, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Section 725.06, Florida Statutes, including any amendments thereto, in all respects. If any word, clause or provision of this section 5.9 is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation comply fully with Section 725.06, Florida Statutes, including any amendments, in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

ARTICLE 6. - MAINTENANCE OF RECORDS

6.1 DESIGN PROFESSIONAL shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by DESIGN PROFESSIONAL for a minimum of three (3) years from the date of termination of this Agreement or the date the Work Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

6.2 The records specified above in paragraph 6.1 include accurate time records, which DESIGN PROFESSIONAL agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of DESIGN PROFESSIONAL in performing the Services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of OWNER, or as specified in the Work Authorization, DESIGN PROFESSIONAL shall furnish to OWNER any of the aforesaid time records, as well as invoices or proofs showing DESIGN PROFESSIONAL'S incurrence and/or payment of any reimbursable expenses.

ARTICLE 7. – INDEMNIFICATION

7.1 Indemnification, Preservation of Immunity. Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the

account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in Article 8 of this Agreement. Nothing herein shall be interpreted as a waiver by the OWNER of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the OWNER expressly reserves these rights to the full extent allowed by law.

ARTICLE 8. - INSURANCE

8.1 During the term of this Agreement DESIGN PROFESSIONAL shall provide, pay for, and maintain, with companies satisfactory to OWNER, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by DESIGN PROFESSIONAL, DESIGN PROFESSIONAL has delivered to OWNER properly executed Certificates of Insurance, using the modified ACCORD form which is attached hereto as **Schedule D**, evidencing the fact that DESIGN PROFESSIONAL has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given OWNER of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. DESIGN PROFESSIONAL shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer, and nothing contained herein shall relieve DESIGN PROFESSIONAL of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Agreement.

8.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

8.2.1 The term "City of Belleair Beach" shall include the all Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the OWNER.

8.2.2 All insurance policies, other than the Professional Liability policy and the

Workers Compensation policy, provided by DESIGN PROFESSIONAL to meet the requirements of this Agreement shall name OWNER as that name is defined in subparagraph 8.2.1, above, as an additional insured as to the operations of DESIGN PROFESSIONAL under this Agreement and shall contain a severability of interests provisions.

8.2.3 Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DESIGN PROFESSIONAL.

8.2.4 All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Agreement, and the "Other Insurance" provisions of any policies obtained by DESIGN PROFESSIONAL shall not apply to any insurance or self-insurance program carried by OWNER applicable to this Agreement.

8.2.5 The Certificates of Insurance, which are to be provided pursuant to paragraph 8.1 above, must identify the specific project name, as well as the site location and address.

8.2.6 All insurance policies shall be fully performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida.

8.2.7 All insurance policies to be provided by DESIGN PROFESSIONAL pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Pinellas County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Pinellas County.

8.3 The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by OWNER that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

8.4 Before starting and until completion of all Services required hereunder, DESIGN PROFESSIONAL shall procure and maintain insurance of the types and to the limits specified in **Schedule E**, "Insurance Coverage", which is attached hereto and made a part hereof. DESIGN PROFESSIONAL shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's Services, insurance of the types and to the limits specified in **Schedule E**, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by OWNER.

8.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by OWNER, certified, true copies of the renewal policies, shall be furnished to OWNER thirty

(30) days prior to the date of expiration.

8.6 Should at any time DESIGN PROFESSIONAL not maintain the insurance coverages required in this Agreement, OWNER may cancel the Agreement and any Work Authorizations issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge DESIGN PROFESSIONAL for such coverages purchased. If DESIGN PROFESSIONAL fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due DESIGN PROFESSIONAL under this Agreement. OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

8.7 DESIGN PROFESSIONAL, its subconsultants and OWNER shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by OWNER, except such rights as they may have to the proceeds of such insurance held by any of them.

8.8 All insurance companies from whom DESIGN PROFESSIONAL obtains the insurance policies required hereunder must meet the following minimum requirements:

8.8.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

8.8.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

8.8.3 The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".

8.8.4 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

ARTICLE 9. - SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

9.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in **Schedule B**, unless otherwise authorized in writing by OWNER. The employment of, contract with, or use of the services of any other person or firm by DESIGN PROFESSIONAL, as independent consultant or otherwise, shall be subject to the prior written approval of OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against OWNER beyond such as may otherwise exist without regard to this Agreement.

ARTICLE 10. - WAIVER OF CLAIMS

10.1 DESIGN PROFESSIONAL'S acceptance of final payment for Services provided under any Work Authorization shall constitute a full waiver of any and all claims, by it against OWNER arising out of the Work Authorization or otherwise related to those Services, except those previously made in writing and identified by DESIGN PROFESSIONAL as unsettled at the time of the final payment. Neither the acceptance of DESIGN PROFESSIONAL'S Services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against DESIGN PROFESSIONAL.

ARTICLE 11. - TERMINATION OR SUSPENSION

11.1 This Agreement is a "continuing contract" as that term is defined in section 287.055, Florida Statutes, for the services of DESIGN PROFESSIONAL. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than sixty (60) days' prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under a previously issued Work Authorization, shall proceed to completion under the terms of this Agreement.

11.2 DESIGN PROFESSIONAL shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement and any Work Authorizations in effect, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Work Authorization(s), or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by DESIGN PROFESSIONAL or by any of DESIGN PROFESSIONAL'S principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches this Agreement. OWNER may so terminate this Agreement, in whole or in part, by giving DESIGN PROFESSIONAL five (5) business days written notice.

11.3 If, after notice of termination of this Agreement as provided for in paragraph 11.2 above, it is determined for any reason that DESIGN PROFESSIONAL was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against DESIGN PROFESSIONAL provided for in paragraph 11.2, then the notice of termination given pursuant to paragraph 11.2 shall be deemed to be the notice of termination provided for in paragraph 11.4 below and DESIGN PROFESSIONAL'S remedies against OWNER shall be the same as and limited to those afforded DESIGN PROFESSIONAL under paragraph 11.4 below.

11.4 Notwithstanding anything herein to the contrary (including the provisions of paragraph 11.1 above), OWNER shall have the right to terminate this Agreement and any Work Authorization(s) in effect, in whole or in part, without cause upon five (5) business days written notice to DESIGN PROFESSIONAL. In the event of such termination for convenience, DESIGN PROFESSIONAL'S recovery against OWNER shall be limited to that portion of DESIGN PROFESSIONAL'S compensation earned through the date of termination, for any Work Authorizations so cancelled, together with any retainage

withheld and any costs reasonably incurred by DESIGN PROFESSIONAL that are directly attributable to the termination, but DESIGN PROFESSIONAL shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on Services not required to be performed.

11.5 Upon termination, DESIGN PROFESSIONAL shall deliver to OWNER, as set forth in paragraph 5.1 herein, all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in DESIGN PROFESSIONAL'S possession or control arising out of or relating to this Agreement.

11.6 OWNER shall have the authority to suspend all or any portions of the Services to be provided by DESIGN PROFESSIONAL hereunder upon giving DESIGN PROFESSIONAL two (2) business days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, DESIGN PROFESSIONAL'S sole and exclusive remedy shall be to seek an extension of time to its schedule subject to the procedures set forth in Article 3 herein.

ARTICLE 12. - SECURING AGREEMENT/PUBLIC ENTITY CRIMES

12.1 DESIGN PROFESSIONAL warrants that DESIGN PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN PROFESSIONAL, to solicit or secure this Agreement and that DESIGN PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, DESIGN PROFESSIONAL shall sign and deliver to OWNER the Truth-In-Negotiation Certificate attached hereto and made a part hereof as **Schedule F**. DESIGN PROFESSIONAL'S compensation shall be adjusted to exclude any sums by which OWNER determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

12.2 By its execution of this Agreement, DESIGN PROFESSIONAL acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with the public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 13. - CONFLICT OF INTEREST

13.1 DESIGN PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. DESIGN PROFESSIONAL further represents that no persons having any such interest shall be employed to perform those Services.

ARTICLE 14. - MODIFICATION

14.1 No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by an authorized representative of the party or parties intended to be bound by it.

ARTICLE 15. - NOTICES AND ADDRESS OF RECORD

15.1 All notices required or made pursuant to this Agreement to be given by DESIGN PROFESSIONAL to OWNER must be in writing and must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, to the addresses below. Notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, Florida 33786
Attention: Kyle Riefler

With a copy to:

GEMINI ENGINEERING & SCIENCES, INC.
360 Central Avenue, Suite 1020
St. Petersburg, Florida 33701

15.2 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 16. - MISCELLANEOUS

16.1 DESIGN PROFESSIONAL, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a fiduciary relationship of the highest trust, confidence, and fair dealing.

16.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

16.3 This Agreement is not assignable, in whole or in part, by DESIGN PROFESSIONAL

without the prior written consent of OWNER.

16.4 Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

16.5 Immigration Compliance; E-Verify. DESIGN PROFESSIONAL acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The DESIGN PROFESSIONAL'S employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The DESIGN PROFESSIONAL shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, DESIGN PROFESSIONAL shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. DESIGN PROFESSIONAL'S contract with the OWNER cannot be renewed unless, at the time of renewal, DESIGN PROFESSIONAL certifies in writing to the OWNER that it has registered with and uses the E-Verify system. If DESIGN PROFESSIONAL enters into a contract with a subcontractor, the subcontractor must provide the DESIGN PROFESSIONAL with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and DESIGN PROFESSIONAL shall maintain a copy of such affidavit for the duration of the contract. If DESIGN PROFESSIONAL develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) DESIGN PROFESSIONAL shall terminate the contract with the subcontractor. If the OWNER develops a good faith belief that DESIGN PROFESSIONAL has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) OWNER shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

16.6 Attorney Fees. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

16.7 No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

16.8 Public Records. The DESIGN PROFESSIONAL agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this AGREEMENT; emails/correspondence between the OWNER and the DESIGN PROFESSIONAL related to this AGREEMENT; emails or correspondence from all other entities related to this AGREEMENT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The DESIGN PROFESSIONAL agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the AGREEMENT;

b. Provide the public with access to the public records under the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided for by law;

c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the OWNER, all public records in possession of the DESIGN PROFESSIONAL, upon termination or completion of the AGREEMENT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosurerequirements.

Furthermore, the DESIGN PROFESSIONAL agrees that all records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER. The DESIGN PROFESSIONAL shall promptly provide the OWNER with a copy of any request to inspect or copy public records that the DESIGN PROFESSIONAL receives and a copy of the DESIGN PROFESSIONAL'S response to each request. The DESIGN PROFESSIONAL understands and agrees that failure to provide access to the public records is a material breach of this AGREEMENT and grounds for termination.

IF THE DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Belleair Beach City Clerk
444 Causeway Blvd.
Belleair Beach, Florida 33786

THE DESIGN PROFESSIONAL ACKNOWLEDGES THAT THE CITY OF BELLEAIR BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE DESIGN PROFESSIONAL WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE DESIGN PROFESSIONAL ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT DESIGN PROFESSIONAL HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

16.9 The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.

16.10 This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

16.11 Documents Constituting Entire Agreement. The following documents are hereby incorporated into and made part of this Agreement:

1. Request for Qualifications documents for RFQ #23-01 including addenda
2. DESIGN PROFESSIONAL'S submission of qualifications in response to same.

In the event that any term of the RFQ, the DESIGN PROFESSIONAL'S submission of qualifications, an individual work order proposal or a Work Authorization is/are inconsistent with any term of this Agreement or with each other, then the following order of precedence shall apply:

- This Agreement shall prevail over any conflicting provisions in the RFQ, the responding submission, an individual work order proposal or a Work Authorization.
- An OWNER-issued Work Authorization shall prevail over any conflicting provisions in the RFQ, the responding submission, or an individual work order proposal.
- The RFQ shall prevail over any conflicting provisions in the DESIGN PROFESSIONAL'S submission of qualifications or an individual work order proposal.
- The DESIGN PROFESSIONAL'S submission of qualifications in response to the RFQ shall prevail over any conflicting provisions in an individual work order proposal submitted by the DESIGN PROFESSIONAL.

16.12 Unless the content of the Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Additionally, the parties hereto

acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement should not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

16.13 All representations and covenants of the parties shall survive the expiration of this Agreement.

16.14 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16.15 The following Schedules are incorporated herein by reference:

16.15.1 Schedule A - Work Authorization Form.

16.15.2 Schedule B - Staffing Schedule.

16.15.3 Schedule C - Rate Schedule.

16.15.4 Schedule D – Certificate of Insurance.

16.15.5 Schedule E – Insurance Coverage.

16.15.6 Schedule F – Truth in Negotiation Certificate.

ARTICLE 17. – APPLICABLE LAW

17.1 Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government.

17.2 Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and OWNER and DESIGN PROFESSIONAL each hereby waives and renounces any and all rights and options which they, or either of them, have or might have to bring to maintain any such litigation or action in the Federal Court system of the United States. Venue of any such litigation between the parties hereto shall lie and be only in the appropriate State courts of the State of Florida's Sixth Judicial Circuit in and for Pinellas County, Florida, and the parties consent and submit to the jurisdiction of any such court. This Agreement is entered into by the parties hereby in Pinellas County, Florida. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**

ARTICLE 18. – Equal Employment Opportunity/Nondiscrimination

18.1 In performing all Services to be provided hereunder, DESIGN PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. DESIGN PROFESSIONAL shall take affirmative action

to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, to the fullest extent required by law.

ARTICLE 19. – DISPUTE RESOLUTION

19.1 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER'S governing board for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached at mediation to OWNER for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes section 44.102.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

ATTEST:

By: _____
City Clerk

OWNER:
City of Belleair Beach, a Florida municipal corporation

By: _____
Mayor

By: _____
City Manager

DESIGN PROFESSIONAL:

_____

By: _____

Print Name: Larry Fluty

Title: Principal Engineer

SCHEDULE A

WORK AUTHORIZATION FORM

This Work Authorization, dated_____, 20__, is hereby issued pursuant to that certain Continuing Contract for Professional Services ("Agreement"), dated _____, 20__, between the City of Belleair Beach, Florida, ("Owner") and _____ ("Design Professional").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Owner and Design Professional agree as follows:

ARTICLE 1
SCOPE OF SERVICES

Owner hereby authorizes Design Professional to provide the following Services for the following Project:

ARTICLE 2
SCHEDULE

The Services under this Work Authorization shall commence by_____, and shall be completed by_____. A detailed Services schedule is attached.

ARTICLE 3
COMPENSATION

The compensation for the Services under this Work Authorization shall be as follows:

ARTICLE 4
QUALIFICATIONS AND SPECIAL REQUIREMENTS

The Services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

ARTICLE 5
MISCELLANEOUS

All terms and conditions of the Agreement shall remain in full force and effect.

CITY OF BELLEIAR BEACH

_____

By:_____

Print Name:_____

Title:_____

By:_____

Print Name:_____

Title:_____

SCHEDULE B

STAFFING SCHEDULE

SCHEDULE C

RATE SCHEDULE

April 24, 2023

Mr. Kyle Riefler, CFM, CPRP
City Manager
444 Causeway Boulevard
Belleair Beach, Florida 33786

Subject: Schedule of Hourly Costs
RFQ No. 23-01, Continuing Contract for Engineering Services

Dear Mr. Riefler,

Gemini Engineering & Sciences appreciates this opportunity to submit our Team's hourly rate schedule to provide professional services to the City. We look forward to your review and should you have any questions please contact me at your earliest opportunity.

Thank you for this opportunity and look forward to working with you and everyone at the City on upcoming project assignments.

Sincerely,

Gemini Engineering & Sciences, Inc.

Larry L. Fluty, PE
Principal Engineer

360 Central Avenue, Suite 1020
St. Petersburg, Florida 33701
T 727.388.2515 www.geminiengineering.com

Hourly Rate Schedule

Role	Years 1-3	Years 4-5 (3.5% increase)
Senior Project Manager/Principal Engineer	$188	$195
Senior Engineer	$180	$186
Project Engineer	$159	$165
Junior Engineer	$130	$135
Engineering Intern	$87	$90
Senior GIS Analyst	$173	$179
Project GIS Analyst	$144	$149
Junior GIS Analyst	$101	$105
GIS Intern	$80	$83
Senior Scientist	$180	$186
Project Scientist	$151	$156
Junior Scientist	$115	$119
Science Intern	$83	$86
Administrative Assistant	$58	$60
Landscape Architect	$160	$166
Landscape Designer	$105	$109
Landscape CAD Technician	$85	$88
Landscape Intern/Administrative Assistant	$70	$73
Survey*	TBD	TBD

*Survey cost and rates to be determined per job assignment.

NICHOLS
LANDSCAPE ARCHITECTURE

EXHIBIT A

2023 Current Hourly Rate Schedule

Principal Landscape Architect/ Certified Arborist	$ 160.00
Project Landscape Designer	$ 90.00 - $105.00
Entry Designer/ CAD Technician/ Graphics Technician	$ 75.00 - $ 85.00
Technician/ Intern/ Administrative Assistant	$ 55.00 - $ 70.00

2023 Current Expense/ Reimbursable Item Chargeable Rate Schedule

(Note: These Expenses/ Items are Not Included in the Base Contract Amount)

• B/W Print (Bond Paper; Letter and Legal sizes)	$ 0.25 each
• Color Print (Bond Paper; Letter and Legal sizes)	$ 1.00 each
• B/W Print (Bond Paper; Ledger 11" x 17")	$ 0.55 each
• Color Print (Bond Paper; Ledger 11" x 17")	$ 1.50 each
• B/W Digital Plots (Bond Paper; 18" x 24")	$ 2.80 each
• Color Digital Plots (Bond Paper; 18" x 24")	$ 5.50 each
• B/W Digital Plots (Bond Paper; 24" x 36")	$ 5.80 each
• Color Digital Plots (Bond Paper; 24" x 36")	$ 7.50 each
• B/W Digital Plots (Bond Paper; 30" x 42")	$ 6.75 each
• Color Digital Plots (Bond Paper; 30" x 42")	$ 10.00 each
• B/W Digital Roll Plots (greater than 36" x 48")	$ 5.00/ s.f.
• Scanning (greater qty. than 10 Letter and Ledger size sheets)	$ .49 each plus labor
• Commercial Copying or Printing/Plotting or Scanning	Actual cost +10%
• Project Presentation Supplies (Foam Core, Specialty Paper, etc.)	Actual cost +10%
• Professional Services not included in Fee; Civil, Survey, Structural, Geotechnical, Electrical/ Lighting Engineers or hiring a Testing Laboratory (As authorized by Client)	Actual cost +10%
• Car/ Van/ Truck Mileage (***Current IRS Business Rate for 2023***)	65.5 ¢ per mile
• Commercial Travel (incl. Airfare, Car, Train, Hotel, Parking, Tolls, Taxes)	Actual cost + 7% admin. fee
• Permit Application/ Review Fees	Paid by Client
• Postage, Courier, Fed-x, Delivery, Digital Format (USB's, CD's, etc.)	Actual cost+10%

SCHEDULE D

INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2023

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
The Holmes Organisation of Florida, Inc.
11512 Lake Mead Ave, Bldg 800
Jacksonville FL 32256

CONTACT NAME: Robert Roldan
PHONE (A/C, No, Ext): 904-645-3804 FAX (A/C, No): 904-645-3805
E-MAIL ADDRESS: rroldan@holmesorg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Co	29424
INSURER B : Twin City Fire Insurance Co.	29459
INSURER C : Argonaut Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GEMIN-1
Gemini Engineering & Sciences, Inc.
12926 Gran Bay Parkway W, Ste 210
Jacksonville FL 32258

COVERAGES **CERTIFICATE NUMBER:** 1746878610 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		21SBARS3376	4/28/2022	4/28/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Blanket AI/WOS						MED EXP (Any one person)	$ 10,000
	X Employee Benefit						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY			21SBARS3376	4/28/2022	4/28/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Hired APD						Hired Auto Phy Damage	$ 50,000
B	X UMBRELLA LIAB / X OCCUR			21SBARS3376	4/28/2022	4/28/2023	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED / X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WECAN5947	4/28/2022	4/28/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions Liability Claims-Made Form Deductible: $10,000			IAE42184980	4/28/2022	4/28/2023	Each Claim Aggregate Retro Date	2,000,000 3,000,000 06/26/2008

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Belleair Beach" shall include the all Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the OWNER are included as additional insured on a primary and non-contributory basis to the operations of DESIGN PROFESSIONAL under this Agreement as per written contract. 30 Day Notice of Cancellation except for non-payment of premium at 10 days in accordance with policy provisions.

CERTIFICATE HOLDER

City of Belleair Beach
444 Causeway Blvd.
Belleair Beach FL 33786

CANCELLATION

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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SCHEDULE E

INSURANCE COVERAGE

The amounts and types of insurance shall conform to the minimum requirements listed below. If DESIGN PROFESSIONAL has any self-insured retentions or deductibles under any of the below listed minimum required coverages, DESIGN PROFESSIONAL must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be DESIGN PROFESSIONAL'S sole responsibility.

I Worker's Compensation and Employers Liability Insurance shall be maintained by DESIGN PROFESSIONAL during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers' Compensation – Florida Statutory Requirements

Employers Liability -	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

The insurance company shall waive its Rights of Subrogation against OWNER.

I Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by DESIGN PROFESSIONAL. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If DESIGN PROFESSIONAL provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by OWNER. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$ 2,000,000.00
Products – Completed Operations Aggregate	$ 2,000,000.00
Personal and Advertising Injury	$ 1,000,000.00
Each Occurrence	$ 1,000,000.00
Fire Damage (Any One Fire)	$ 50,000.00
Medical Expenses per Person	$ 5,000.00
Site Contract Specific Project Aggregate Limits	$ same as above

The aggregate limits shall be separately applicable to this Project by use of an endorsement approved by OWNER. Applicable deductibles or self-insured retention, not to exceed $25,000.00, shall be the sole responsibility of DESIGN PROFESSIONAL.

I Automobile Liability Insurance shall be maintained by DESIGN PROFESSIONAL as to

ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

IV. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than $1,000,000.00 each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by OWNER.

V. Professional Liability Insurance shall be maintained by DESIGN PROFESSIONAL insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $1,000,000.00 each claim and aggregate, and the DESIGN PROFESSIONAL waives its right of recovery against OWNER as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of DESIGN PROFESSIONAL and shall not be greater than $25,000.00 each claim. DESIGN PROFESSIONAL must continue this coverage for a period of not less than five (5) years after completion of its services to OWNER. The policy retroactive date will always be prior to the date services were first performed by DESIGN PROFESSIONAL for OWNER, and the date will not be moved forward during the term of this Agreement and for 5 years thereafter. DESIGN PROFESSIONAL shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, as provided in paragraph 9.1 of this Agreement, DESIGN PROFESSIONAL shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. DESIGN PROFESSIONAL shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

VI Valuable Papers. DESIGN PROFESSIONAL shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

VII Project Professional Liability. If OWNER notifies DESIGN PROFESSIONAL that a project professional liability policy will be purchased, then DESIGN PROFESSIONAL agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of DESIGN PROFESSIONAL'S professional liability policy. If no credit is available from DESIGN PROFESSIONAL'S current professional policy underwriter, then DESIGN

PROFESSIONAL agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). DESIGN PROFESSIONAL agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and DESIGN PROFESSIONAL, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in DESIGN PROFESSIONAL'S self-insured retention and the risk of uninsured or underinsured consultants.

DESIGN PROFESSIONAL agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:

a. The date the professional liability insurance renews.
b. Current policy limits.
c. Current deductibles/self-insured retention.
d. Current underwriter.
e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
f. Cost of professional insurance as a percent of revenue.
g. Affirmation that the design firm will complete a timely project errors and omissions application.

If OWNER elects to purchase a project professional liability policy, DESIGN PROFESSIONAL to be insured will be notified and OWNER will provide professional liability insurance, naming DESIGN PROFESSIONAL and its professional subconsultants as named insureds.

VI OCIP Option. Notwithstanding anything herein to the contrary, OWNER reserves the right, at its sole election, to require any and all Projects to be performed under an Owner Controller Insurance Program ("OCIP"). In the event OWNER elects to bring any particular Project within OCIP, such election shall be noted in the applicable Work Authorization for that Project. The OCIP may or may not include, at OWNER'S sole election, any of the insurance to be maintained hereunder by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist OWNER in implementation of the OCIP for all such designated Projects, such assistance to include assisting OWNER in calculating, negotiating and recovering the appropriate credits to be received by OWNER.

SCHEDULE F

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with Florida Statutes § 287.055 (the Consultants' Competitive Negotiation Act), the DESIGN PROFESSIONAL hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of DESIGN PROFESSIONAL to be provided under this Agreement, concerning the Project (including any specific Work Assignments) are accurate, complete and current as of the time of contracting.

DESIGN PROFESSIONAL:

GEMINI ENGINEERING & SCIENCES, INC.

By: _____

Print Name: Larry Fluty

Title: Principal Engineer

Date: 03/06/2023

Patti Gentry

From: Kyle Riefler
Sent: Tuesday, April 4, 2023 3:56 PM
To: Dave Gattis; Jody Shirley; Frank Bankard; Belinda Livingstone; Leslie Notaro; Lloyd Roberts; Mike Zabel
Cc: Patti Gentry
Subject: 2023 City Clerk Evaluation
Attachments: 2023 City Clerk Evaluation Tabulation.pdf; Evaluation Gentry-Bankard 2022.pdf; Evaluation Gentry-Gattis 2022.pdf; Evaluation Gentry-Livingstone 2022.pdf; Evaluation Gentry-Notaro 2022.pdf; Evaluation Gentry-Roberts 2022.pdf; Evaluation Gentry-Shirley 2022.pdf; Evaluation Gentry-Zabel 2022.pdf

Mayor and Council,

I attached a tabulation along with each individual evaluation. Please note that the FY 2023 Operating Budget was approved for up 5% merit increase. The form distributed had not been changed, still indicating a maximum increase of 3%. Thanks, Kyle.

PART 1:

#	Competency	Frank Bankard	Belinda Livingstone	Leslie Notaro	Lloyd Roberts	Mike Zabel	Jody Shirley	Dave Gattis
1	**Quality of Work**	5	5	5	4	5	5	4
2	**Quantity of Work**	5	5	4	5	5	4	4
3	**Adaptability/ Problem Solving**	5	5	4	4	5	5	4
4	**Initiative**	5	5	5	4	5	4	5
5	**Job Knowledge**	5	5	5	4	5	4	4
6	**Interpersonal Communication**	5	5	5	4	5	5	5
7	**Work Ethics and Integrity**	5	5	5	4	5	5	5
8	**Leadership Delegation**	5	5	4	NA	5	5	4
9	**Leadership Communication**	5	5	4	NA	5	5	4
10	**Leadership Team Building/Culture**	5	5	5	NA	5	5	4

PART 2:

Goal Performance	5	5	5	NA	NA	NA	3.5

TOTAL POINTS	55	55	51	29	50	47	46.5
OVERALL AVERAGE PER MEMBER	**5.00**	**5.00**	**4.64**	**4.14**	**5.00**	**4.70**	**4.23**

OVERALL PERFORMANCE RATING **4.67**