

Agenda Packet

PANAMA CITY BEACH CITY COUNCIL AGENDA

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

REGULAR

MEETING DATE: April 26, 2018

MEETING TIME: 9:00 A.M.

INVESTITURE

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR GREGORY GEORGE, GULF BEACH BAPTIST CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF APRIL 12, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CASTO
1 PRESENTATION TO PAUL WOLFORD AND RESORT COLLECTIONS FROM POLICE DEPARTMENT.
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
1* *RESOLUTION 18-82, BID AWARD- CRA LANDSCAPE MAINTENANCE SERVICES AGREEMENT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with GCC Landscape Management Co. for landscape maintenance services within the Front Beach Road CRA in the amount of \$124,846."*
2 *RESOLUTION 18-81, JEEP BEACH JAM BLOCK PARTY SHOW & SHINE ROAD CLOSURE. "A Resolution of the City of Panama City Beach authorizing temporary road closure of a portion of Pier Park Drive on Saturday, May 19, 2018, for the "Jeep Block Party Show & Shine"; and providing an immediately effective date."*
- X. REGULAR AGENDA - DISCUSSION/ACTION
NO. OFFICIAL ITEM
1 MG APPOINTMENT OF VICE-MAYOR.
2 MG RESOLUTION 18-83, RANKING OF FIRMS FOR BAY PARKWAY SEGMENT 2 ENGINEERING DESIGN SERVICES.
3 MG RESOLUTION 18-78, RANKING OF FIRMS FOR MAJOR WASTEWATER FACILITIES ENGINEERING SERVICES.
4 MG RESOLUTION 18-85, LAW ENFORCEMENT PROFESSIONAL SERVICES AGREEMENT WITH SCHOOL BOARD.

5 MG APPOINTMENTS TO TRANSPORTATION PLANNING ORGANIZATION (TPO), HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE, BAY COUNTY LEAGUE OF CITIES-DISCUSSION.

XI. DELEGATES AND STAFF

1 DELEGATIONS. In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.

2 ATTORNEY REPORT.

3 CITY MANAGER REPORT.

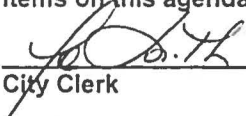
4 COUNCIL COMMENTS.

5 ADJOURN.

• Action Items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.

PAUL CASTO	___ X ___
PHIL CHESTER	___ X ___
GEOFF McCONNELL	___ X ___
HECTOR SOLIS	___ X ___
MIKE THOMAS	___ X ___

I certify that the Council members listed above have been contacted and made aware of the items on items on this agenda.

	4/20/18
City Clerk	Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to following interested parties on: 4/24/18, 2 P.M.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	Tyra Jackson
Bullet	Linda Lucas
Channel 4	News Dept
Channel 7	Newsroom
Channel 13	Brady Calhoun
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Tori Shay
WLTG	A. D. Whitehurst
Clear Channel	Production Director
Powell Broadcast	Jeff Storey, GM
Burnie Thompson	Burnie Thompson

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on April 12, 2018.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:
JOHN REICHARD
JOSIE STRANGE
PHIL CHESTER
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6 P.M. with all Council members, City Manager, City Clerk and City Attorney present.

Pastor Rick Young of the Woodstock Church gave the invocation and Vice-Mayor Strange led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events. Councilman Solis announced the upcoming Warrior Beach Retreat event. Councilman Chester announced the upcoming Optimist Golf Club charity event for childhood cancer.

The Minutes of the Regular Meeting of March 22, 2018 were read. **Councilman Reichard made the motion to approve the Minutes as prepared. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Reichard asked to add the "Patsy Duran Day" Proclamation to the Agenda. There were no objections. **Councilwoman Strange made the motion to approve the Agenda as amended. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilwoman Strange introduced Mr. Jackson Barfield and presented him with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. She then congratulated Jackson. Mr.J.C.Schwab presented a gift card from a local business and a gift bag from the Council. The audience responded with applause.

2 "NATIONAL BOYS & GIRLS CLUB WEEK" PROCLAMATION AND ANNUAL REPORT PRESENTATION. Councilwoman Strange invited Mr. Hank Hill, CEO of the Boys & Girls Club, to the podium and presented him with the Proclamation designating April 9-13, 2018 as "National Boys & Girls Club Week". Mr. Hill thanked the Council and presented the annual report from the Club, detailing the number of children served and well as thanking the City for the annual donation to the City which supported their effort.

3 "CHILD HUNGER AWARENESS MONTH" PROCLAMATION AND PRESENTATION. Councilwoman Strange invited Mr. Ric Brigman to the podium as she read portions of the Proclamation designating May as "Child Hunger Awareness Month". Mr. Brigman thanked the Council and spoke of his organization Food4Kidz's efforts in feeding the children of our community.

4 EMPLOYEE RECOGNITION FOR 40 YEARS OF SERVICE- PAUL CASTO. Councilwoman Strange invited Mr. Casto to the podium to congratulate him for his 40 years of service to the City and presented him with a key to the City.

5 "PATSY DURAN DAY" PROCLAMATION AND PRESENTATION. Councilwoman Strange invited Mr. Craig Duran, Patsy's son and Mr. Juan Duran, Patsy's husband, to the podium as she read portions of the Proclamation honoring Ms. Duran for her work for the Panama City Beach Library Foundation and declaring April 21, 2018 as Patsy Duran Day.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 6:20 P.M. and invited comments.

1 Mr. Tom Klomps, 614 Poinsettia Court. Mr. Klomps urged the Council to vote no for Resolution 18-75. He said the starting salary was more than some of our police officers and questioned some aspects of the job description.

2 Mr. Mike Minnick, 101 Windsor Way. Mr. Minnick questioned if the pedestrian crosswalk would be lit for the safety of the pedestrians. He thanked the Council for this improvement as it was needed on that roadway.

3 Ms. Molly Allen. Ms. Allen stated her appreciation for Councilwoman Strange and spoke of how she helped the community and participated in lake cleanups. She thanked her for her work.

With no further comments, Mr. Gisbert responded that the Police Department and FDOT had provided flashing beacons for the new crosswalk. The Mayor closed the Public Comments section at 6:26 P.M.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Item by title.

1 REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*

2 ORDER 02-PL-18, WATERFALL PHASE 1 SUBDIVISION REPLAT APPROVAL. *After having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on March 22, 2018, the City Council orders that the subject request to subdivide the land is hereby GRANTED and the captioned replat of WATERFALL PHASE 1 is hereby APPROVED.*

3 RESOLUTION 18-74, SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE. *"A Resolution of the City of Panama City Beach, Florida, authorizing careful traffic control and extraordinary usage of a portion of Front Beach Road (U.S. 98) to permit the Shaddai Shrine Temple Spring Ceremonial Parade on the morning of Saturday, May 19, 2018; and providing an immediately effective date."*

4 RESOLUTION 18-77, IRONMAN 70.3 GULF COAST ROAD USAGE. *"A Resolution of the City of Panama City Beach, Florida, related to the "Ironman 70.3 Gulf Coast"; authorizing temporary closure of portions of Richard Jackson Boulevard, West Pier Park Drive, and Pier Park Drive on Saturday, May 12, 2018; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road, Middle Beach Road, SR 79 and Bay Parkway on May 12, 2018, for the event; and providing an immediately effective date."*

Councilman Solis made the motion to approve the Consent Agenda. Second was by Councilwoman Strange and the motion passed by unanimous roll call vote recorded as follows:

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

REGULAR AGENDA

ITEM 1 ORDINANCE 1449, AMENDING PARKING LOT AND PARKING GARAGE SETBACKS, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1449 by title and explained that existing standards for parking lots and parking garages would not only apply to properties zoned residential but those properties used for residential purposes. The Mayor opened the Public Hearing at 6:30 P.M. and called for questions or comments. There were none. He closed the Public Hearing at 6:30 P.M. **Councilman Reichard made the motion to approve Ordinance 1449. Second was by Councilwoman Strange and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 2 CRA ANNUAL REPORT FOR FY17. Mr. Gisbert explained the report in brief detail and its NearTerm Work Plan as outlined. He spoke of the new land purchases for the next segment and details about construction for Segment 2. He spoke of plans to do new segments every two years with Requests for Proposals already posted on the website.

Councilman Reichard asked about the option of completing the Powell Adams Road redevelopment since very little businesses were currently on that road. Mr. Gisbert explained that the option would be considered and it seemed to be a simple addition to the project. However, the right-of-way was narrow. Councilman Solis mentioned now was the time to purchase the needed land. Councilman Reichard urged the project to move in this direction. Mayor Thomas agreed in some aspects but reminded that there were other reasons that this roadway had not been redeveloped yet, and reminded about the new development on the next block.

ITEM 3 RESOLUTION 18-75, BUDGET AMENDMENT #17 TO FUND PUBLIC INFORMATION OFFICER. Ms. Myers read Resolution 18-75 by title. The Mayor asked if there were any questions or comments from the other Council members. There were none. Councilman Reichard commented that the goal of this position was to inform the citizens, give a voice to the City for issues and interact and work with the City management. With no further comments, **Councilman Reichard made the motion to approve Resolution 18-75. Second was by Councilman Solis and the motion passed by majority roll call vote recorded as follows:**

Councilwoman Strange	Nay
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 4 RESOLUTION 18-76, BID AWARD- PEDESTRIAN CROSSING FOR NORTH PIER PARK DRIVE AND BUDGET AMENDMENT #21. Ms. Myers read Resolution 18-76 by title. The Mayor asked if there were any questions or comments from the other Council members. There were none. **Councilwoman Strange made the motion to approve Resolution 18-76. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 5 RESOLUTION 18-79, BID AWARD- STREET RESURFACING FY18 AND BUDGET AMENDMENT #20. Ms. Myers read Resolution 18-79 by title. The Mayor asked if there were any questions or comments from the Council members. Councilman Reichard questioned the Bid total and the 5% contingency. Ms. Jenkins responded that the actual Bid totaled \$872,000 with the Resolution quoting a not-to-exceed amount of the \$924,000. Mr. Gisbert added comments about the twenty year plan for repaving the streets and the set aside funds each year. He spoke of the Half Cent Sales Tax being a

tool which would be used and its funding a portion of the Bay Parkway Extension. The Mayor said the County budget for resurfacing was One Million Dollars annually for their roads. With no further comments, **Councilman Solis made the motion to approve Resolution 18-79. Second was by Councilwoman Strange and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 6 RESOLUTION 18-80, BID AWARD-YEAR ROUND WRECKER SERVICE AND TOWING. Ms. Myers read Resolution 18-80 by title. Mayor Thomas disclosed a phone call today from another wrecker service who had explained that a sole source wrecker service had been tried elsewhere in the State. The Mayor asked Chief Whitman if the change to a single source was due to a problem with a current provider in rotation, and if so, why not remove that wrecker service and continue to use the others. Chief Whitman responded that the beach had become so busy that some wrecker services could not respond quickly enough which then kept three officers out of service waiting to complete that call. He elaborated. He said the smaller companies could continue to respond to private calls. He said part of the proposal was to be able to respond within twenty minutes, regardless of traffic. He confirmed the owner could call the wrecker firm of their choice. **Councilman Chester made the motion to approve Resolution 18-80. Second was by Councilman Reichard and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

DELEGATIONS

Mayor Thomas explained the delegations period and opened this portion of the meeting at 6:52 P.M.

1 Ms. Carlie Gintoli, 222 Wiregrass Lane. Ms. Gintoli spoke of her efforts to combat student bullying and mentioned her non-profit organization. She said there were flyers with more information in the hallway.

2 Ms. Sheree Crim, 17680 Front Beach Road. Ms. Crim made comments about disrespect, shame and hostile words. She spoke of transparency and honesty and requested respect for the residents.

3 Mr. Burnie Thompson, 301 Lullwater Drive. Mr. Thompson asked when the Council members "clocked out". He also asked to see the email list used by Councilman Solis to endorse one candidate and badmouth another candidate. He questioned where this list originated.

With no further comments, the Mayor closed the Delegations section of the meeting at 7:00 P.M. Councilwoman Strange said she was always on call. Councilman Solis said he did City business all day but he was also a citizen of the community. He mentioned his First Amendment rights and private time. He continued that the list was gathered three years ago when he was a private citizen and it would not be disclosed because the intent of those emails concerned another issue. Councilman Reichard stated that Councilwoman Strange had also endorsed another candidate which was her right, the same as Councilman Solis.

Mayor Thomas said up until two years ago, the residents complained because the beach was going the wrong way. He stated that he endorsed no candidate.

ATTORNEY REPORT

Ms. Myers had no report.

CITY MANAGER REPORT

Mr. Gisbert reported the job vacancies for multiple people per vacancy posted on the website as well as the Bid Openings on the website.

COUNCIL COMMENTS

Councilman Reichard said it had been a swell time. Councilman Chester said his Council work was a 24 hour job. Councilwoman Strange said this was her last meeting.

The meeting was adjourned at 7:05 P.M.

READ AND APPROVED this 26th of April, 2018.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

ATTEST:

Mayor

City Clerk

DRAFT

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
APRIL 26, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-81 to close a portion of roads in Pier Park on Saturday, May 19, 2018 for the "Jeep Block Party Show & Shine".

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Jeep Beach Jam event is scheduled to be held on scheduled on May 15-20, 2018.

The event includes a "Jeep Block Party Show & Shine" on May 19, 2018 which necessitates closure of a portion of Pier Park Drive from Sea Monkey Way to Longboard Way from 12:01 a.m. to 11:59 p.m. within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM # _____

RESOLUTION NO. 18-81

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING TEMPORARY ROAD CLOSURE OF A PORTION OF PIER PARK DRIVE ON SATURDAY, MAY 19, 2018, FOR THE "JEEP BLOCK PARTY SHOW & SHINE"; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the "Jeep Beach Jam" (the "Event") is being held on Tuesday, May 15, 2018 through Sunday, May 20, 2018, in Panama City Beach, which will include a "Jeep Block Party Show & Shine" on Saturday, May 19, 2018; and

WHEREAS, the "Jeep Block Party Show & Shine" necessitates careful traffic control and extraordinary usage of a portion of Pier Park Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City Council of the City of Panama City Beach that during the hours of 12:01 A.M. and 11:59 P.M. on Saturday, May 19, 2018, the City authorizes temporary road closure of Pier Park Drive from Sea Monkey Way to Longward Way and directs that such traffic be re-routed in accordance with the attached map which accompanies this Resolution; and

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

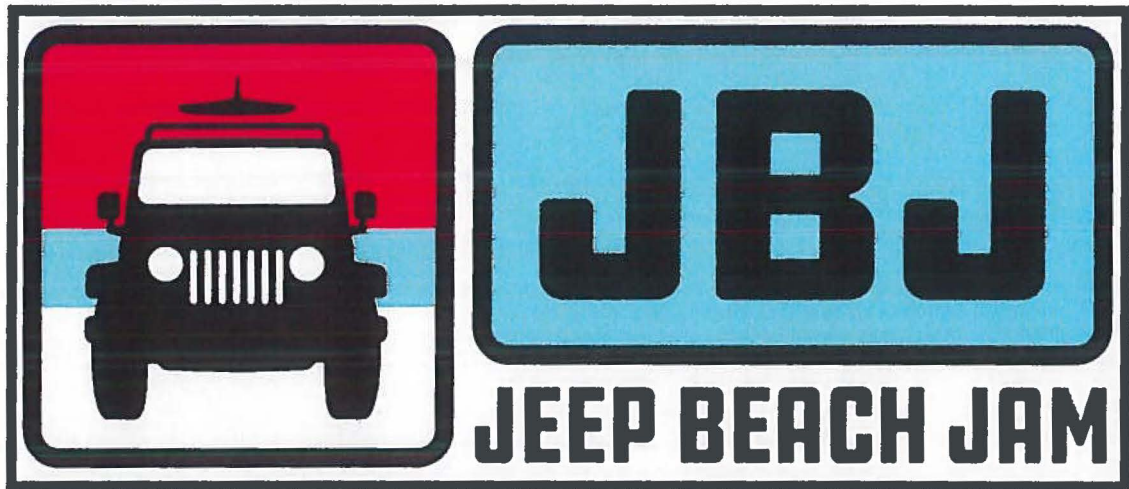
By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

CONSENT
AGENDA ITEM # _____

Resolution 18-81



REQUEST FOR ROAD CLOSURE

PURPOSE: Jeep Block Party Show & Shine

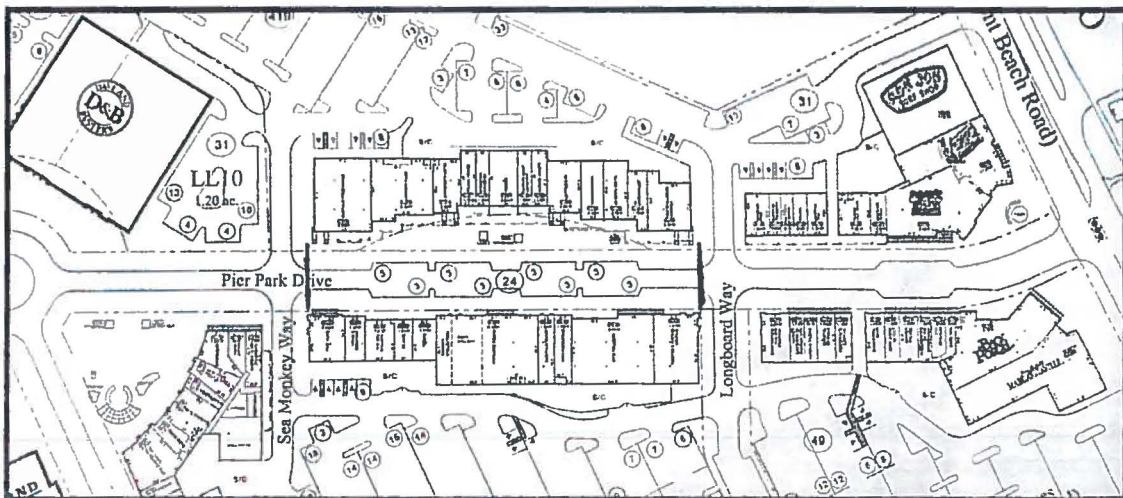
DESCRIPTION: Bon Vogue Party for jeep fellowship with jeep owners & enthusiast. An opportunity for parade spectators interested in our Florida Jeep Culture to meet & greet with jeep owners from all over.

WHERE: Pier Park Drive North of Sea Monkey Way to South of Longboard.

WHEN: May 19, 2018 Following JBJ Parade

REQUEST: Official Closure of Pier Park Dr North of Sea Monkey Way to South of Longboard from 12:01AM -11:59PM on May 19, 2018

INTERESTED PARTIES: Simon Group, Hofbrau, Tootsies, Ron Jon, Hook'd, Dirks Last Resort, JBJ Productions Inc. 4341 B21 Thomas Dr. PCB, FL. 32408 Mark Hess mark@GoJBJ.com



CONSENT
AGENDA ITEM # _____

1

Jo Smith

From: Michael.Denton@simon.com
Sent: Wednesday, April 18, 2018 11:02 AM
To: Jo Smith
Subject: Re: FW: World Series Parade Road Closures
Attachments: Grand Slam Baseball Parades.pdf

Hi Jo. Attached below is the map for the 4 Grand Slam Baseball parades June 17th, 24th, July 2nd and July 22nd. They start at 4pm and last approximately 40 minutes so the closure is less than an hour. Let me know if you need additional detail.

On Jeep Jam yes they have approval for that closure on the 19th.

Mike Denton
Director of Marketing and Business Development
Pier Park


SIMON
600 Pier Park Drive Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974
michael.denton@simon.com

SIMON.COM

The preceding email message (including any attachments) contains information that may be confidential, proprietary, privileged or constitute non-public information. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is prohibited.

This e-mail may be a part of an ongoing preliminary negotiation and does not create rights or obligations for or against either party. This e-mail is nonbinding and constitutes neither a lease nor a promise or commitment to make a lease. To be enforceable by or against a part, a lease agreement between the parties must be written and signed by both parties.

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA / Kelly Jenkins

2. MEETING DATE:

4/26/2018

3. REQUESTED MOTION/ACTION:

Approve the Landscape Maintenance Services agreement for the City Main Campus with GCC Landscape Management Co. in the amount of \$124,846.00 per year.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The current landscape maintenance contractual period for the CRA expires on April 30, 2018. Staff was tasked with soliciting bids for Landscaping Maintenance Services for the City's Community Redevelopment Agency.

A solicitation for Landscape Maintenance Service bids was publicly advertised on March 27, 2018 and April 3, 2018 and six bidders responded. All bidders were deemed responsive. Staff has reviewed the bids, and the apparent responsive low bidder was GCC Landscape Maintenance Co. in the amount of \$124,846.00 per year. This is a two (2) year contract with an option to extend it three (3) successive and consecutive one (1) year periods.

The landscape service is budgeted in the CRA department for FY 17/18. This contract, if approved, will begin May 1, 2018. Attached is a copy of the bid tabulation, draft agreement, and notice of award.

CONSENT
AGENDA ITEM # 2

RESOLUTION 18-82

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GCC LANDSCAPE MANAGEMENT CO. FOR LANDSCAPE MAINTENANCE SERVICES WITHIN THE FRONT BEACH ROAD CRA IN THE AMOUNT OF \$124,846.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement with GCC Landscape Management Co., for landscape maintenance services within the Front Beach Road CRA area, in the total amount of One Hundred Twenty Four Thousand Eight Hundred Forty Six Dollars (\$124,846), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**LANDSCAPE MAINTENANCE SERVICES - CRA
 BID TABULATION
 APRIL 18, 2018 - 2:00 PM**

2
 CONSENT
 AGENDA ITEM #

BIDDER	ADDRESS	Bid Bond	Public Entity Crimes	Drug Free	Insurance	Add#1	Lump Sum Total
GCC Landscaping	P.O. Box 19035 PCB FL. 32413	X	X	X	X	X	\$124,846.00
R.C. Landscaping	11212 Front Beach Road PCB FL.	X	X	X	X	X	\$129,998.00
BrightVeiw Landscaping Services	148 Shannon Ln. SRb FI 32459	X	X	X	X	X	\$133,836.00
Southeastern Outdoor	3014 Stanford Rd. PC FL. 32405	X	X	X	X	X	\$163,974.00
Herbafex	P.O. Box 9070 PCB FL. 32417	X	X	X	X	X	\$167,627.00
Brandows Lawns Landscaping	9222 James Way, PC FL. 32404	X	X	X	X	X	\$304,086.00

X -Means that mandatory Items were included in Bid submittals

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT AGENCY”

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 26th day of April, 2018 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GCC Landscape Management Company, doing business as a corporation, having a business address of 1000 Jackson Way, Unit 11, Panama City, FL. 32405 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the service of "**LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT AGENCY**" , to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified. OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

AGREEMENT

00050-1

CONSENT
AGENDA ITEM #

2

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement. **The agreement shall be for a term of two (2) years commencing May 1st, 2018. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for three (3) successive and consecutive one (1) Year Periods.**

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$124,846.00 per year as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

4. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	DRUG FREE WORKPLACE
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 01000	GENERAL TERMS AND CONDITIONS
Section 01010	SUMMARY OF WORK AGREEMENT

00050-2

ATTACHMENTS:

BID SPECIFICATION & ORIGINAL LANDSCAPE & IRRIGATION PLANS
(highlighted to show boundaries) Prepared by the City of Panama City Beach

ADDENDA:

No. 1, dated April 13, 2018

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

AGREEMENT

00050-3

CONSENT
AGENDA ITEM #

2

City of Panama City Beach

110 South Arnold Road

Panama City Beach, FL 32413
ATTENTION: _____
Mario Gisbert, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

GCC Landscape Management Co

1000 Jackson Way, Unit 11

Panama City, FL. 32405
ATTENTION: _____
Joshua Leb
Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- 9. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

- 10. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

- 11. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

- 12. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural.

AGREEMENT 00050-4

CONSENT
AGENDA ITEM # 2

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, unless stated otherwise. 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 shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Kelly Jenkins, City Engineer.

14. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

Contractor's obligation to indemnify and hold harmless will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

AGREEMENT

00050-5

CONSENT
AGENDA ITEM # _____



15. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to

AGREEMENT

00050-6

CONSENT
AGENDA ITEM #

2

OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for
AGREEMENT 00050-7

CONSENT
AGENDA ITEM # _____

2

the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than two (2) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

AGREEMENT

00050-8

CONSENT
AGENDA ITEM # _____

2

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
---------------------------------	---

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000 each occurrence and aggregate as required by OWNER.

AGREEMENT

00050-9

CONSENT
AGENDA ITEM # _____

2

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

00050-10

CONSENT
AGENDA ITEM # _____

2

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT AGENCY”

SECTION 00080

NOTICE OF AWARD

TO: GCC Landscape Management Co.
1000 Jackson Way, Unit 11
Panama City, FL. 32405

PROJECT DESCRIPTION:

**PANAMA CITY BEACH
“LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT
AGENCY ”**

The City of Panama City Beach (“City”) has considered the BID submitted by you for the above described Project in response to its Advertisement for Bids dated March 27 and April 3, 2018.

You are hereby notified that your Bid in the amount of \$124,846.00 per year has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 2018.

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

NOTICE OF AWARD

00080-1

CONSENT
AGENDA ITEM # 2

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Mario Gisbert

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20__.

Name _____

Title _____

[END OF SECTION 00080]

NOTICE OF AWARD

00080-2

CONSENT
AGENDA ITEM # _____

2

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/MARIO GISBERT

2. MEETING DATE:
APRIL 26, 2018

3. REQUESTED MOTION/ACTION:
APPROVE STAFF RANKINGS OF ENGINEERING FIRMS RESPONDING TO A REQUEST FOR QUALIFICATIONS RELATED TO BAY PARKWAY SEGMENT 2 ENGINEERING AND DESIGN

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

STAFF PREPARED AND PUBLICLY ADVERTISED A REQUEST FOR QUALIFICATIONS IN ACCORDANCE WITH SECTION 287.055, RELATED TO ENGINEERING SERVICES DESIRED FOR BAY PARKWAY SEGMENT 2. TWO SOQ PACKAGES FROM INTERESTED ENGINEERING FIRMS WERE SUBMITTED IN RESPONSE TO THE ADVERTISEMENT.

THE STAFF EVALUATION COMMITTEE RECOMMENDS GORTEMOLLER ENGINEERING, INC. BE RANKED FIRST, FOLLOWED BY PANHANDLE ENGINEERING. IF COUNCIL ACCEPTS THIS RANKING, STAFF WILL BEGIN NEGOTIATIONS WITH THE HIGHEST RANKED FIRM ON A MASTER SERVICES AGREEMENT. THE MSA WILL BE PRESENTED TO THE COUNCIL FOR FINAL APPROVAL.

RESOLUTION 18-83

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR THE ENGINEERING DESIGN SERVICES RELATED TO THE CITY'S BAY PARKWAY SEGMENT 2 ROADWAY PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has requested statements of qualifications from firms for engineering design services for Bay Parkway Segment 2 Roadway Project; and

WHEREAS, two firms responded to the RFQ; and

WHEREAS, based on the evaluations of the statements of qualifications, the staff evaluation committee ranked Gortemoller Engineering, Inc. No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the engineering design services related to the City's wastewater systems and facilities with one of the Firms in the following order of ranking:

First – Gortemoller Engineering, Inc.

Second- Panhandle Engineering, Inc.

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
MIKE THOMAS, Mayor

ATTEST:

JO SMITH, City Clerk

2

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 26, 2018

3. REQUESTED MOTION/ACTION:

Approve staff rankings of engineering firms responding to a Request for Qualifications related to Major Wastewater Facilities

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City recently terminated two continuing engineering contracts with the firm of Baskerville-Donovan, Inc.. Staff subsequently prepared and publicly advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.055, related to Major Wastewater Facilities. The stated scope of services in the RFQ is wastewater treatment facilities; reclaimed water storage and pumping facilities; regional wastewater pumping stations; and large wastewater and reclaimed transmission mains.

Five (5) Statement of Qualifications (SOQ) packages from interested engineering firms were submitted in response to the advertisement. A review committee was appointed by the City Manager, comprised of Mario Gisbert, Al Shortt, Mark Shaeffer, Michael Roe and Kevin Aclin. The committee members individually reviewed each of the SOQ packages over a period of weeks, then held a publicly noticed meeting to discuss the submittals and shortlist the firms for future presentations. The 3 firms shortlisted for presentations were, in alphabetical order: 1) CPH, Inc., 2) Infrastructure Solution Services, LLC and 3) Mott MacDonald Florida, LLC.

After presentations from each firm, the committee members independently voted and submitted their rankings (copies attached) for the three firms. Infrastructure Solution Services, LLC was the highest ranked firm with (4) #1 votes and (1) #2 vote for an average score of 1.2. CPH was second at 2.2 with Mott MacDonald at 2.6.

Staff recommends that the City Council accept the staff rankings and direct staff to begin negotiations with the highest ranked firm on a continuing Master Services Agreement. The MSA will be presented to Council for approval. Note that the agreement will not authorize any particular engineering task. Future task orders under the agreement will require City Manager or City Council approval, depending on the cost of services. Staff has also begun work on an RFQ solicitation for General Water and Sewer Services Engineering. At the conclusion of that process, staff will present rankings to the Council for approval at a future Council meeting.

RESOLUTION 18-78

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR THE ENGINEERING SERVICES RELATED TO THE CITY'S MAJOR WASTEWATER FACILITIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has requested statements of qualifications from firms for engineering services for major wastewater facilities; and

WHEREAS, five firms responded to the RFQ; and

WHEREAS, a five member evaluation committee individually reviewed the statements of qualifications, and a majority of the evaluation committee heard presentations from three firms: CPH Inc., Infrastructure Solution Services, LLC and Mott MacDonald Florida, LLC; and

WHEREAS, based on the evaluations of the statements of qualifications and team presentations, the committee ranked Infrastructure Solution Services, LLC number 1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the engineering services related to the City's wastewater systems and facilities with one of the Firms in the following order of ranking:

First - Infrastructure Solution Services, LLC

Second- CPH, Inc.

Third- Mott MacDonald Florida, LLC

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
MIKE THOMAS, Mayor

ATTEST:

JO SMITH, City Clerk

Resolution 18-78

AGENDA ITEM #

2


**SOQ FOR CONTINUING ENGINEERING SERVICES-
MAJOR WASTEWATER FACILITIES RANKINGS**

LISTED IN ORDER BY PRESENTATION

4/12/2018 | 9:00 AM

FIRM	CONTACT INFORMATION	MEMBER RANKING
CPH, Inc.	1031-C W. 23rd St Suite 400 Panama City, Florida 32405 850-563-1490	1
Infrastructure Solution Services, LLC	120 Richard Jackson Blvd. Suite 215 Panama City Beach, Florida 32407 321-622-4646	2
Mott MacDonald Florida, LLC	11-C W. 23rd St Suite 400 Panama City, Florida 32405 850-763-9393	3

Selection Committee Member Name


MARIO GISBERT, city mgr

Date

4.12.18

**SOQ FOR CONTINUING ENGINEERING SERVICES-
MAJOR WASTEWATER FACILITIES RANKINGS**

LISTED IN ORDER BY PRESENTATION

4/13/2018 | 9:00 AM

FIRM	CONTACT INFORMATION	MEMBER RANKING
CPH, Inc.	1031-C W. 23rd St Suite 400 Panama City, Florida 32405 850-563-1490	3
Infrastructure Solution Services, LLC	120 Richard Jackson Blvd. Suite 215 Panama City Beach, Florida 32407 321-622-4646	1
Mott MacDonald Florida, LLC	11-C W. 23rd St Suite 400 Panama City, Florida 32405 850-763-9393	2

Selection Committee Member Name

Date

Al Sharr
Al Sharr, UTD Dir

4/12/18

AGENDA ITEM #

3

**SOQ FOR CONTINUING ENGINEERING SERVICES-
MAJOR WASTEWATER FACILITIES RANKINGS**

LISTED IN ORDER BY PRESENTATION
4/13/2018 | 9:00 AM

FIRM	CONTACT INFORMATION	MEMBER RANKING
CPH, Inc.	1031-C W. 23rd St Suite 400 Panama City, Florida 32405 850-563-1490	2
Infrastructure Solution Services, LLC	120 Richard Jackson Blvd. Suite 215 Panama City Beach, Florida 32407 321-622-4646	1
Mott MacDonald Florida, LLC	11-C W. 23rd St Suite 400 Panama City, Florida 32405 850-763-9393	3

Selection Committee Member Name


MARK Shaedter

Date

4/12/2018

**SOQ FOR CONTINUING ENGINEERING SERVICES-
MAJOR WASTEWATER FACILITIES RANKINGS**
LISTED IN ORDER BY PRESENTATION
4/13/2018 | 9:00 AM

FIRM	CONTACT INFORMATION	MEMBER RANKING
CPH, Inc.	1031-C W. 23rd St Suite 400 Panama City, Florida 32405 850-563-1490	2
Infrastructure Solution Services, LLC	120 Richard Jackson Blvd. Suite 215 Panama City Beach, Florida 32407 321-622-4646	1
Mott MacDonald Florida, LLC	11-C W. 23rd St Suite 400 Panama City, Florida 32405 850-763-9393	3

Selection Committee Member Name

Date

Michael Rge

12 APR 18

AGENDA ITEM #

3

**SOQ FOR CONTINUING ENGINEERING SERVICES-
MAJOR WASTEWATER FACILITIES RANKINGS**

LISTED IN ORDER BY PRESENTATION

4/13/2018 | 9:00 AM

FIRM	CONTACT INFORMATION	MEMBER RANKING
CPH, Inc.	1031-C W. 23rd St Suite 400 Panama City, Florida 32405 850-563-1490	3
Infrastructure Solution Services, LLC	120 Richard Jackson Blvd. Suite 215 Panama City Beach, Florida 32407 321-622-4646	1
Mott MacDonald Florida, LLC	11-C W. 23rd St Suite 400 Panama City, Florida 32405 850-763-9393	2

Selection Committee Member Name

Date

Kevin Aclia
[Signature]

4-12-18

AGENDA ITEM #

3

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

POLICE

2. MEETING DATE:

APRIL 26, 2018

3. REQUESTED MOTION/ACTION:

ADOPT RESOLUTION APPROVING AGREEMENT WITH SCHOOL BOARD FOR THE PROVISION OF ADDITIONAL LAW ENFORCEMENT AT SCHOOLS WITHIN THE CITY

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The School Board desires to provide additional law enforcement and security services to students, faculty, support personnel and visitors at School Board educational facilities, and has requested the City's provision of off-duty City police officers to be assigned to schools within the City for this purpose.

The request arises from the Governor's recent school security mandates, which among other things, call for a mandatory law enforcement officer in every Florida public school during all hours that students are on campus.

The proposed agreement has been reviewed by the City Attorney, and is in substantially similar form to that being approved by other Bay County municipalities.

Staff recommends approval.

RESOLUTION 18-85

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN AGREEMENT WITH THE
SCHOOL DISTRICT OF BAY COUNTY, FLORIDA FOR LAW
ENFORCEMENT PROFESSIONAL SERVICES.**

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Personal Services Agreement with the School District of Bay County, Florida, for the provision of law enforcement professional services at public schools within the City, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**PERSONAL SERVICES AGREEMENT
for
LAW ENFORCEMENT PROFESSIONAL SERVICES**

The School Board of Bay County, Florida, a governmental education entity authorized by Chapter 1001, Florida Statutes, ("School Board") and the City of Panama City Beach, Florida, ("City") enter into this Personal Services Agreement for Law Enforcement Professional Services ("Agreement") effective this day of _____, 2018 (the "Effective Date").

Background

WHEREAS, School Board, a local educational governmental entity under Chapter 1001, Florida Statutes, desires to provide additional law enforcement and security services to students, faculty, support personnel, and visitors at School Board educational facilities, and City is willing to assist School Board in providing these services by providing off duty law enforcement officers (each a "Security Officer") to work at School Board facilities.

NOW, THEREFORE, the parties mutually agree:

1. **City's Duties and Responsibilities:**

- (a) **Shift Availability and Coverage:** City shall furnish a Security Officer as agreed by the parties to provide law enforcement and security services at Hutchison Beach Elementary School to be assigned during specified scheduled times. School Board shall prepare a shift schedule and consult with the City Chief of Police about which shifts Security Officer is available to cover.
- (b) **Licensure & Qualifications.** Each Security Officer shall throughout the term of this Agreement (i) possess and maintain valid, unrestricted authority as a law enforcement officer in the State of Florida as defined by Section 943.10(1), Florida Statutes, (ii) be vested with authority to bear arms and make arrests in the State of Florida, and (iii) agree to be bound by the State of Florida or School Board's rules & regulations for security officers in educational facilities. Any failure to meet the above conditions shall result in immediate replacement of such Security Officer and may be grounds for the termination of this Agreement.
- (c) **Records.** Security Officers shall prepare and complete legible security or incident records as required by City. Such record entries shall be factual, accurate and prepared in accordance with City's policies and shall be shared with the Chief of Safety & Security/Police of the School Board. Security Officers shall sign and date all records, and, when required, swear or affirm to the facts therein.
- (d) **Adherence to Applicable Standards.** Security Officers shall perform all professional services in conformance with the applicable standards, rulings or regulations of City, the Criminal Justice Standards and Training Commission, the Florida Department of Law Enforcement, and any other federal, state or local government agency, corporate entity or individual exercising authority with respect to, or affecting Security Officer or School Board. Upon oral or written notice, Security Officers shall promptly correct any failure to conform to such standard within a reasonable amount of time, as the situation may dictate.
- (e) **Administrative Equipment and Supplies.** City shall provide Security Officers with necessary and reasonable administrative equipment and supplies to support efficient use of Security Officer's professional services during a shift; provided always that such equipment and supplies are consistent with City's available resources and budget.

(f) Safety Officer Assignments.

- i. If any Security Officer is arrested or convicted of a crime involving moral turpitude, fraud, any crime against minors, or any felony under Florida law City shall immediately remove and replace the Security Officer and ensure that the Security Officer is not assigned any further duties at School Board facilities pursuant to this Agreement.
- ii. If the School Board or its designee requests that a Security Officer be prohibited from providing law enforcement services at School Board facilities under this Agreement, the City shall remove the Safety Officer from assignment to the School Board and thereafter ensure that the Security Officer is not assigned any further duties at School Board facilities pursuant to this Agreement.

2. **School Board's Duties and Responsibilities:** School Board shall provide a staff of trained, qualified and competent security and administrative personnel to assist Security Officers in performing security services during a shift.

3. **Compensation:** City shall be compensated an amount of **Twenty-Eight Dollars (\$ 28.00)** per hour for each hour a Security Officer works. Compensable time performing the duties required by this Agreement shall be based only on times a Security Officer is actually on site in a School Board facility providing or available to provide security services. Travel time to and from the School Board facility is not compensable. Security Officers shall keep time records on a form provided and approved by School Board. By submitting the form for payment to School Board, City is certifying to School Board that such hours on the form were actually worked by the named Security Officers in providing services under the Agreement. School Board shall pay City twice a month corresponding to School Board's payroll schedule, in arrears, for the previous bi-monthly total number of hours worked. School Board shall not withhold any taxes or other payments from its compensation.

4. **Term and Termination:** The term of this Agreement is for the current school year, beginning on the Effective Date. Either party may terminate this agreement without cause to be effective (i) 30 days after notice to the other party, or (ii) the date of the last scheduled shift for any Security Officer, whichever is earlier. This Agreement may also be terminated immediately for any of the causes listed below:

- (i) Failure of City to adhere to conditions in Section 1(b) or 1(f); or
- (ii) School Board's failure to pay City within 3 days of written notice of failure to pay.

5. **Applicable Law and Attorney's Fee:** Florida law shall govern this Agreement. Should any term or condition of this Agreement be determined to be illegal or unenforceable under any law or decree, such provision shall become null and void and shall not affect the remaining terms and conditions herein. The prevailing party in any litigation under this Agreement shall be entitled to recover its reasonable costs and attorney's fees from the non-prevailing party.

6. **Integration, Modification, and Assignment:** This Agreement represents the sole agreement between the parties on this matter. No oral statements or prior written materials not specifically incorporated herein shall be of any force and effect. Neither party may modify this Agreement unless such modification is in writing & signed by both parties. The parties specifically acknowledge that in entering into and executing this Agreement, the parties relied solely upon the presentations and agreements contained in this Agreement and no others. This Agreement is not assignable by either party.

7. **Agency Relationship:** School Board and City acknowledge that Security Officers are acting on behalf and as agents of City in rendering Services (defined below) and is entrusted with City's duty to preserve the of public health and safety, the public good, and for the use of the public served by City. "Services" include any and all law enforcement, security, administrative, custody, supervision, and other services that are provided or reasonably could be provided by Security Officer to School Board

under this Agreement. Any workplace injuries or claims while providing Services shall be covered by City's workers compensation coverage. Workplace injuries due or related to School Board facilities or equipment shall be covered by School Board workers compensation or other property or liability insurance.

8. Prior Agreements. This Agreement shall supersede and replace all prior agreements entered by and between School Board, the City and any City Security Officer.

By their signatures below, the parties hereby agree to the above stated terms and conditions of this Agreement.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA: CITY OF PANAMA CITY BEACH, FLORIDA:

By: _____

By: _____

Its: _____

Its: _____