

RESOLUTION NO. 22-110

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN INTERIM PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP FOR CRA PROGRAM MANAGEMENT SERVICES, TOGETHER WITH A BUDGET AMENDMENT TO FUND THE PROVISION OF THESE SERVICES.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Interim Agreement between the City and The Corradino Group, relating to the professional program management services for the City's Front Beach Road Community Redevelopment Area, at the hourly rates set forth in the Agreement, 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.
2. The following budget amendment #23 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as shown in and in accordance with the **attached** Exhibit B, for the purposes stated therein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of March, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 23

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	160-5901-559.31-60	Professional Other	41,800.00	548,400.00	590,200.00
FROM	160-5901-559.12-10	Salaries Regular	319,600.00	(70,000.00)	249,600.00
FROM	160-5901-559.95-00	Reserves Restricted	42,390,636.00	(478,400.00)	41,912,236.00
Check Adjustment Totals:			42,752,036.00	0.00	42,752,036.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funding for an interim CRA program manager from available reserves as well as excess wages in the budget

FINANCE REVIEW: KE

RESOLUTION #: _____

DATE: _____

Name	Position	Unloaded Rate	Overhead 162.13%	Expenses 0.65%	FCCM 0.069%	OM 40%	Billing Rate	Total Hours	Total Cost
Core Staff									
Courtney Drummond	Lead Program Manager	\$85.00	\$137.81	\$0.55	\$0.06	\$34.00	\$257.42	680	\$175,046.72
	Assistant/Control Program Manager	\$70.00	\$113.49	\$0.46	\$0.05	\$28.00	\$211.99	840	\$178,075.21
	Community Outreach Specialist	\$32.00	\$51.88	\$0.21	\$0.02	\$12.80	\$86.91	368	\$35,683.50
Support Staff as Needed									
	Professional Urban Planner	\$88.85	\$108.38	\$0.43	\$0.05	\$26.74	\$202.45	320	\$64,785.46
	Plans Review/Designer	\$58.54	\$94.91	\$0.38	\$0.04	\$23.42	\$177.29	200	\$35,457.56
	Scheduler	\$70.00	\$113.49	\$0.46	\$0.05	\$28.00	\$211.99	280	\$59,358.40
								Total Budget	\$648,386.86

Name	Position	March Hours	April Hours	May Hours	June Hours	July Hours	August Hours	Total Hours
Core Staff								
Courtney Drummond	Lead Program Manager	112	168	120	120	80	80	680
	Assistant/Control Program Manager		168	168	168	168	168	840
	Community Outreach Specialist		168	80	40	40	40	368
Support Staff as Needed								
	Professional Urban Planner			80	80	80	80	320
	Plans Review/Designer		40	40	40	40	40	200
	Scheduler		120	40	40	40	40	280

**INTERIM
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND THE CORRADINO GROUP, INC.
RELATING TO
CRA PROGRAM MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into this 17th day of March, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **THE CORRADINO GROUP, INC.** ("Consultant").

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

The City is interested in entering into a contract with a qualified firm to provide the City with various program management support services in connection with the City's Front Beach Road Development Project ("Program"), all such services to be provided at the City's request and direction. Attached hereto as Schedule A is a general description of the Program. The primary function of the Program Manager will be to act as an extension of the City's staff and assist the City with its overall planning, scheduling and implementation of the Program and its various projects, including overseeing and managing the various designers, consultants, suppliers, construction managers and contractors that may be retained by the City with respect to the improvement, design and construction of the transportation corridors identified in the City's Front Beach Road Redevelopment Plan.

2. COMPENSATION AND PAYMENT:

A. Consultant's compensation for the services described in each scope of work shall be as stated in Exhibit B. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour. Billing rates including expenses shall be included in Exhibit B.

B. Reserved.

C. Upon written instruction by the City, the Consultant shall perform additional work necessary or convenient to complete the services which are mentioned or referenced in this Agreement. The Consultant shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Consultant. The additional compensation shall be computed by the Consultant on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Consultant's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall

be paid to Consultant in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Consultant shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Consultant and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with transportation engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Consultant an amount equal to or less than the amount that the City has unilaterally determined, Consultant shall nonetheless be paid the amount unilaterally determined by the City, but the City shall be deemed the prevailing party and Consultant shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Consultant shall:

- 1) Obtain a written proposal from the firm designated to render the required services and submit such proposal to the City for written approval.**
- 2) If the services are such that registration is required to perform them, the Consultant shall select a firm that is registered in the State of Florida.**
- 3) If the proposal is approved in writing by the City, the Consultant shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.**
- 4) The Consultant shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.**
- 5) Upon approval by the City of such reports, the City shall reimburse the Consultant for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.**
- 6) Services rendered by the Consultant in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Consultant except as part of the multiplier stated in immediately preceding subsection 2.D.5.**

E. At the end of each month during which work shall be outstanding, the Consultant shall submit an invoice for services rendered during that month. Fees shall be

computed on a time-involved basis, and the City shall pay Consultant monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. During any month in which the fees for work performed are anticipated to exceed \$100,000, the Consultant shall timely notify the Assistant City Manager of that fact.

G. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. RESERVED.

4. CITY'S RESPONSIBILITY: The City shall furnish the Consultant with all existing data, plans, profiles, and other information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Consultant, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Consultant and the originals returned to the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that the City designates the Assistant City Manager or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Consultant, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Consultant.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Program.

D. Prioritization of the work to be performed by Consultant, and coordination of Consultant's work with other City projects or employees.

6. CHANGES IN SCOPE: The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Consultant's compensation, shall not be binding unless mutually agreed upon by and

between the City and the Consultant, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Consultant if Consultant fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Consultant may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Consultant solely for the reasonable value of the work performed by the Consultant prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Consultant be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Consultant. Should the City terminate this Agreement without cause, City shall pay Consultant for work performed through the date of Notice of Termination, and shall have no further responsibility to Consultant.

C. Subject to the provisions of Paragraph 2 (C), Consultant may terminate this Agreement at any time without cause upon written notice to City.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written until September 1, 2022. In the City's sole discretion, this Agreement may be renewed for subsequent one-year terms until the Front Beach Road Community Redevelopment Plan projects contemplated herein have been completed. The City shall provide written notice of its intention to renew or terminate on or by August 1.

9. INDEMNIFICATION: The Consultant hereby does indemnify and hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant or any person employed or utilized by the Consultant in the performance of professional services hereunder. The specific consideration given for the promises of the Consultant set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Consultant, receipt whereof is hereby acknowledged and the adequacy of which the Consultant accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

The Consultant shall procure and maintain during the life of this Agreement insurance of the following types:

- 1) **Worker's Compensation:** For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Consultant shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - \$100,000 each employee/\$500,000 policy limit for accident, each disease

Coverage B – Employer's Liability - \$1,000,000.00

Liability: Comprehensive General Liability insurance including, but not limited to:

- a) **Independent Contractor's Liability;**
- b) **Contractual Liability;**
- c) **Personal Injury Liability.**

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

- 3) **Automobile Liability:** Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

- 4) **Professional Liability:**
Program specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

- 5) **Excess Liability:**
Consultant shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial, General, Business Automobile and Employers' Liability

Coverage with no gaps in continuity of coverage or limits with City 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 \$2,000,000, each occurrence and aggregate as required by City.

B. Certificates of Insurance: The Consultant shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted 'SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.'" If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Consultant hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit B are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solidify or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or

violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Consultant in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Consultant shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Consultant. The City shall not use the Consultant's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Consultant of its intended use, provides insurance protection for the Consultant for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Consultant.

When transferring data in electronic media format, Consultant makes no representation 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 Consultant at the beginning of the Program. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Consultant's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Consultant shall commence upon execution of this Agreement, and upon written notice to proceed from the City Manager or his designee.

B. The Consultant agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Consultant, and of the details thereof.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by

the Consultant which delay the project schedule completion date, the City shall grant to the Consultant in writing an extension of time equal to such delays.

D. The Consultant shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Consultant, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Consultant covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Consultant agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY: The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. PROFESSIONAL CONSULTANT: The Consultant is and shall remain an independent professional consultant and not an employee of the City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement

between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Consultant acknowledges that the CRA Program Management and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Consultant agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section

119.011(2) (20120) and implemented through the judicially established "totality of factors" analysis, Consultant agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100 AT CITYCLERK@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.

25. PERSONAL SERVICES. The City reserves the right to cancel this Agreement, with 30 days notice, if Courtney Drummond is unable or unwilling to serve as the lead Program Manager servicing the City on behalf of the Consultant.

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IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

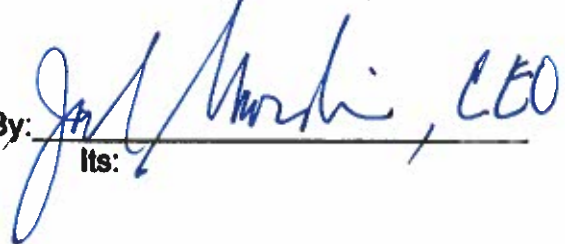
**THE CITY OF PANAMA CITY BEACH,
FLORIDA,
a municipal corporation**


By: 
Drew Whitman, City Manager

ATTEST


Debbie Ingram, Deputy City Clerk

THE CORRADINO GROUP, INC

By: , CEO
Its: _____


WITNESS
PRINT NAME: Jeannine Peña



WITNESS
PRINT NAME: Aseja Rodriguez

EXHIBIT A SCOPE OF WORK

The primary function of the Program Manager will be to act as an extension of the City's staff and assist the City with its overall planning, scheduling and implementation of the Front Beach Road Community Redevelopment Plan (the Program), including overseeing and managing the various designers, engineers, consultants, suppliers, construction managers and contractors that have been or may be retained by the City with respect to the design and construction of the Program's numerous transportation improvement projects.

The Program Manager's scope of services may include, but is not limited to, providing, procuring and managing Program services such as program needs assessment, program verification, program phasing, public engagement, grant management, information management, project scope definition, design review, schedule control, expediting, estimating, cost control, value engineering, land planning, status reports, right of way acquisition coordination, program coordination, program administration, inspections, and management of design, construction, and close out services.

DESCRIPTION OF THE PROGRAM

The Program implements the primary objectives of the August, 2001 Front Beach Road Community Redevelopment Plan adopted by the City of Panama City Beach (the "Plan").

The first primary objective of the Plan is to address pedestrian, parking, and transportation deficiencies. The condition of Front Beach Road and the lack of pedestrian facilities are among the most blatant blighted conditions within the Front Beach Road Redevelopment Area. The Project will address these issues through an enhanced and interconnected network of right-of-way and other infrastructure projects that focus on improving pedestrian movement and overall parking needs along the Front Beach Road corridor. Ingress/egress and evacuation routes and landscaping along Front Beach Road and the major connectors to Front Beach Road will also be addressed. The Project will include evaluating and upgrading stormwater management along the Front Beach Road corridor and considering the placement of utilities underground to enhance safety and the overall visual character of the Redevelopment Area.

In furtherance of this objective, the City has already completed improvement of the Churchwell Drive, Beckrich Road k/n/a R. Jackson Boulevard, Powell Adams Road Segment 1, South Thomas Drive, and Front Beach Road Segments 1 and 2 Right-of-Way Projects. Construction of Front Beach Road Segment 3 is currently underway, and design and right of way acquisition for Powell Adams Segment 2, and Front Beach Road Segments 4.1 and 4.2 is ongoing. Design of Front Beach Road Segment 4.3 has recently begun.

The second primary objective of the Plan is to enhance Gulf beach access and related parking. A major nourishment project of the entire length of Gulf-front beach within

the City was completed in 1999. There exists a significant number of public access points to the beach and some related parking. The Project will enhance existing access points, establish new access points where warranted and provide additional parking throughout the corridor to support those access points. It is important to establish necessary public beach access and parking to obtain state and federal funding for beach renourishment activities.

The third principal objective of the Plan is to create efficient, practical and equitable funding to properly implement these capital projects, including tax increment revenues, non-ad valorem assessment revenues, grants and other sources of funding and aid to implement the Plan. In furtherance of this objective, the City has implemented and is currently levying a non-ad valorem assessment for the Project, has authorized and issued bonds to construct the Segments 3 and 4 right-way-projects, and sought and been awarded various grants.

Overlying and integrating these objectives will be an urban design framework and guidelines that provide identity to the area and recognize its distinct visual character, all to improve and sustain economic vitality and quality of life for landowners, residents and visitors.

EXHIBIT B

Name	Position	Unloaded	Overhead	Expenses	FCCM	OM	Billing
		Rate	162.13%	0.65%	0.069%	40%	Rate
Core Staff							
Courtney Drummond	Lead Program Manager	\$85.00	\$137.81	\$0.55	\$0.06	\$34.00	\$257.42
	Assistant/Control Program Manager	\$70.00	\$113.49	\$0.46	\$0.05	\$28.00	\$211.99
	Community Outreach Specialist	\$32.00	\$51.88	\$0.21	\$0.02	\$12.80	\$96.91
Support Staff as Needed							
	Professional Urban Planner	\$66.85	\$108.38	\$0.43	\$0.05	\$26.74	\$202.45
	Plans Review/Designer	\$58.54	\$94.91	\$0.38	\$0.04	\$23.42	\$177.29
	Scheduler	\$70.00	113.491	\$0.46	\$0.05	\$28.00	\$211.99