

## **RESOLUTION 19-108**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH ASSESSMENT PROFESSIONALS TO DEVELOP AND IMPLEMENT A RIGHT OF WAY ASSESSMENT PROGRAM, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver, and to the extent ratify, on behalf of the City that certain Agreement between the City and Community Solutions Group, GAI Consultants, Inc., relating to professional services for the evaluation and development of a right of way assessment program, in an amount not to exceed Thirty Three Thousand Five Hundred Dollars (\$ 33,500.00), in substantially the form attached and presented to the Council today as Exhibit A, draft dated May 2, 2019, 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 appropriate officers of the City are authorized to modify and deliver on behalf of the City that certain Professional Services Agreement dated September 1, 2017, between the City and Mark G. Lawson, P.A., to include special counsel services for the development and validation of a non ad valorem revenue source to provide funding for Front Beach Road Community Redevelopment Agency, at the hourly rates of \$295 for attorneys and \$75 for legal assistants, paralegals or law clerks, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and ENNEAD, LLC, relating to sub-consulting services for the preparation of a non ad valorem property rolls for FY 2019 and FY 2020, in an amount not to exceed Twenty Thousand Dollars (\$20,000), in

substantially the form attached and presented to the Council today as Exhibit B, draft dated July 11, 2019, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

4. The following budget amendment (#47) is adopted for the fiscal year beginning October 1, 2018 and ending September 30, 2019, for the purposes set forth herein, in substantially the form attached as Exhibit C.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 25<sup>th</sup> day of July, 2019.

**CITY OF PANAMA CITY BEACH**

By:   
Mike Thomas, Mayor

**ATTEST:**

  
Mary Jan Bossert, City Clerk



Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

May 2, 2019

GAI Project No A190405.00

Mr. Mario Gisbert, City Manager  
City of Panama City Beach  
110 S. Arnold Road  
Panama City Beach, Florida 32413

**Phased Work Order for Assessment Program  
Panama City Beach, Florida**

Dear Mr. Gisbert:

Based on our continuing discussion with you, Doug Sale, Amy Meyers, and others, this proposal outlines a sequence of research tasks and analyses that we would complete on your behalf as the City of Panama City Beach (City) explores various financial options to cover the costs of maintaining various street and landscape improvements throughout the Community Redevelopment Area (CRA) of the City.

**Project Understanding and Scope of Work**

Over the last several years, this City has used its tax increment dollars and other legally available revenues to fund and construct major street improvements, most focusing on Front Beach Road [east/west] and major roads connecting [north/south] with Front Beach Road. The improvements consist generally of paved roads, better defined rights-of-way, sidewalks, lighting, other infrastructure, and landscaping. Longer term plans call for other similar improvements elsewhere in the CRA. As these improvements are implemented, the time and budgets necessary to maintain and coordinate these improvements have grown materially.

The City would like to explore various funding and financial options that complement tax increment or potentially even replace those dollars. While no specific determination points to a preferred option, property assessments appear appropriate to these circumstances. Assessments are widely used throughout Florida to offset or absorb the cost of operations, maintenance, and administrative costs associated with such activity. There are many variations in the way they can be levied and collected.

As part of your policy planning, you asked that we complete a series of research or implementation procedures so the various costs, benefits, and other issues associated with such a strategy can be thoughtfully weighed by staff. Toward helping your decision making, we have prepared this phased scope of work which first evaluates the typical data or unit measures necessary to implement an assessment rationally and the advantages and disadvantage of tying the assessment to certain data. As part of that initial work, we would discuss and explore how properties with certain anomalies or other conditions might be

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considered as part of the imposition or continuing administration of an assessment.

Subsequent phases, if desired or needed, would be authorized separately at the City's discretion. These later phases consist of initial modeling to examine the various ways or means the assessments could be structured. The final series of tasks are associated with the effort needed to document and implement the assessment program. These later tasks separately address procedures reasonable or needed to implement assessments should you wish to proceed that far.

### Task Group 1.0: Evaluate data and options

The purpose of this initial task is to [1] explore, in conjunction with Ennead or others, the specific physical circumstances and character of the area and improvements, [2] discuss reasonable and defensible options for allocating the costs of operations, maintenance or other costs, including reserves [3] verify the likely continued availability of data to assure the efficacy of any allocation method, and [4] outline a rationale for why any method or combination of factors particular to a method might be reasonable or appropriate to the circumstances.

As part of its responsibilities for this task, the City will provide the consultants with a *generalized* budget and representative line items to establish parameters for the prospective assessments. To the degree the budgets or costs have an expected life such that reserves are to be included in the analysis, the City will offer guidance on those matters or our own work plan can be modified to also include such an analysis.

At the moment, we understand that potentially relevant financial planning has been largely the responsibility of Public Financial Management (PFM) and ZHA Incorporated (ZHA). As part of this task, we contemplate a review of data or materials prepared by PFM and ZHA to see how it might be incorporated into our own analysis.

Towards those ends, we will undertake the following steps or procedures as we plan how to proceed with a specific assessment strategy.

1. Meet with the client and review budget(s) and plans.
2. Review maps and other diagrams to confirm understanding of existing and planned improvements and the area affected by same.
3. With maps and staff available, discuss unusual features such as landscaping elements constructed or already privately maintained by certain property owners, and the advantages or disadvantages of layering various assessments.
4. With client's assistance review details and output of the working PFM and ZHA models, related information, and implications for the cost or budget items to be assessed. Discuss the City's understanding of the model, related data, and identify relevance or limitations to the assessment analysis.

5. Seek counsel from the client about internally preferred means of allocating the assessment.
6. Discuss the relative advantages of different metrics and allocation approaches and discuss how those could impact key parcels.
7. Identify data issues typically encountered and explore the implications of same.
8. Describe any specific budgetary or financial information necessary to continue the analysis if any. Assuming a shared understanding of that information at this point provide an initial overview and recommendation for any assessment option(s), and establish a schedule for continuing if desirable.

**Deliverables:** We will prepare a memorandum outlining our preliminary ideas about the most useful and rational approach for pursuing an assessment model.

- Implications or limitations of data and models now being used for planning and budgeting.
- Advantages and disadvantages of data or models.
- Additional information or budgetary data required.
- Potential allocations or assessment approaches reflecting, 1, 2 or more variables.
- Justification or advantages of allocations or assessment approaches.
- Goals, approach, and reasons for continuing on with Task Group 2.0.
- Other as relevant.

### Task Group 2.0: Run initial models and alternative scenarios for operations and maintenance (O & M) assessments

Based on the findings and additional instruction or input of the client gathered in the course Task Group 1.0, we would run several different models to illustrate how assessments apportioned using different units, measures, or combinations thereof would be absorbed by certain kinds of properties.

As part of its responsibilities for this task, the City will provide GAI with a *more refined budget and representative line items* to establish parameters for the prospective O & M assessments if needed. Such data would include expectations about useful life, schedules for maintenance, and similar data or analysis. To the extent that data from PFM or ZHA is not sufficient, adjustments in our scope and budget can be made. Towards those ends, we will undertake the following.

1. Review the refined budget and address issues, if any, associated with budget or line items therein.
2. Review the respective real property tax records of each of the parcels.
3. Prepare up to four different models, each model defined in terms of its measurement unit [front feet, unit size, value, ERU, other TBD], allocations

to respective properties or parcels, and various costs or budgets to be absorbed.

4. Based on each model, describe or summarize key inputs and identify the 25 properties most or least materially impacted or affected under each of the approaches.
5. Review list for anomalies.
6. Distribute information or materials to the team for comment.
7. Discuss or advise reasons to continue on with Task Group 3.0.

**Deliverables:** A very brief memorandum identifying essential differences between or among models will be provided. The reporting emphasis, however, will be on tables and spreadsheets summarizing our findings for the various models.

- Parcel ID.
- Land use and generalized description.
- Homestead.
- Valuations.
- Potential allocations or assessments.
- Other as relevant.

### Task Group 3.0: Prepare and document final model for operations and maintenance assessments

The final model(s) tied to a prospective operations and maintenance assessment would be documented in a report sufficient to support the legal procedures associated with formally adopting the assessment and the schedule of intended levies.

Towards those ends, we will complete the following for the finally tested and calibrated model.

1. Review the final budget and prepare potential adjustments to preferred model.
2. Calibrate and run final model for documentation purposes, focusing on the agreed upon terms of measurement, allocations to respective properties or parcels, and various costs or budgets to be absorbed.
3. Distribute model information or materials to the team for comment.

**Deliverables:** A memorandum summarizing procedures and rationale for the final model will be prepared. The analysis described in the memorandum would be accompanied by appropriate tables and spreadsheets summarizing our findings for the model.

- Process.
- Procedures.
- Potential allocations or assessments.

- Other as relevant.

### Task Group 4.0: Other related services

There are certain tasks -- such as preparation of any maintenance or life cycle schedules specifically excluded in our approach, additional model runs based on that or other data, additional presentations to elected officials, and/or potential legal support arising from adoption or implementation -- which are not anticipated at this point and are not reflected above. When, and if needed, these services would be authorized under this agreement and billed hourly, using the rates in Exhibit C.

These costs are not expected now, but a budget and not to exceed (NTE) sum will be provided for any subsequent billing purposes when necessary.

### Schedule

Work will begin immediately upon authorization. Each identified Task Group will be authorized by work order or by e-mail.

### Compensation

Services described in Task Groups 1.0-3.0, are lump sum and will be billed by percentage completed. Task Group 4.0 would be billed hourly by express authorization and additional budget.

Task Group	Method of Payment	Fee
Task Group 1.0	Lump Sum	\$9,500
Task Group 2.0	Lump Sum	\$15,500
Task Group 3.0	Lump Sum	\$8,500
Task Group 4.0	Hourly, NTE	TBD
<b>Total Section Estimate</b>		<b>\$33,500</b>

### General Terms and Conditions

See Exhibits A and B.

### Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

Please do not hesitate to contact us at (321) 319-3131 if you have any questions or wish to discuss this proposed set of task orders. If this document is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed.

Sincerely,  
**Community Solutions Group,  
GAI Consultants, Inc.  
Service Group**



Steve McDonald, CVA  
Chief Economist



Owen Beitsch, PhD, AICP, CRE  
Senior Director, Economics

CC: Doug Sale, ESQ  
Amy Meyers, ESQ

OMB/SM/km/bry

REQUESTED AND AUTHORIZED BY:

**City of Panama City Beach**

BY: 

PRINTED  
NAME: MARIO GISBERT

TITLE: CITY MANAGER

DATE: 5.10.19

APPROVAL FOR TASK 1.0 ONLY.  
ALL FUTURE TASK ORDERS  
WILL REQUIRE CITY  
COUNCIL APPROVAL.  
 5.10.19

Attachment:

- Exhibit A – GAI Standard Terms and Conditions for Professional Services
- Exhibit B – Additional Terms and Conditions
- Exhibit C – 2019 GAI Standard Rate Schedule

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

**EXHIBIT A**  
**GAI Standard Terms and Conditions for Professional Services**

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:
- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available Information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
  - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

**EXHIBIT B**  
**Additional Terms and Conditions**

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

| Planning | Urban Design  
| Landscape Architecture  
| Economics | Real Estate

**PURSUANT TO FLORIDA STATUTE 558.0035(1)(C), TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

## **EXHIBIT C**

# **2019 Community Development Florida Rate Schedule**



July 11, 2019

*This letter is provided using eMail.*

Hand Arendall Harrison Sale LLC  
16901 PCB Parkway  
Suite 300  
Amy Myers, Esq.  
Panama City Beach, FL 32413

Reference: A Proposal to Provide Sub-Consulting Services to Panama City Beach CRA

Dear Amy:

Attached is a proposal for services required to: 1) assist in the creation of a non-ad valorem assessment program to fund certain aspects of the CRA, 2) prepare a Preliminary Roll sufficient for use in mailing a First Class Notice, and 3) prepare a Final Roll, sufficient for sending an assessment bill "off the roll" to all benefitting parcels in the CRA.

Attached to this letter you will find the following attachments:

- A - Scope of Services; and
- B - Work Order Agreement for your execution.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the PCB CRA workgroup using associated legal documents and requirements of 197.3632 Florida Statute. Since we spoke last night, I have had an opportunity to discuss the outstanding work that will be needed to move the program forward and have found it necessary to adjust the fees we had discussed.

Ennead staff will participate in phone conferences and site visits as may be requested by the Project Manager. The primary source of data will be the most recent version of the Property Appraiser's data for use in compiling the Preliminary and Final Rolls.

Ennead will provide the above-described services for a fee ranging from \$14,000 to \$20,000 depending on the Tasks required for the successful completion of the project. This fee is based on assumptions made as a result of our conversations about this project. If this proposal for consulting services is acceptable, please sign and return a copy to Ennead's business office. If you have any questions or feel we have made an incorrect assumption in gauging the work required to complete this project, please contact me at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 727 642-7605.

Best Regards,

Camilla Augustine, Owner ENNEAD LLC

EXHIBIT B

## ATTACHMENT A - SCOPE OF SERVICES

### **Task 1 Project Management**

Ennead staff will participate in a maximum of three on-site meetings, scheduled phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend the May 16<sup>th</sup> Workshop/Kick-off Meeting at City Hall.
- 1.02 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services
- 1.03 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database
- 1.04 Review Executive Summary reports as versions are provided;
- 1.05 No additional charge for travel expenses associated with an additional one-day trip, if needed, to meet with CRA Project Team and/or City Attorney

### **Task 2 Prepare a Preliminary Roll and First-Class Notices Advertising 9/12 Hearing**

Based primarily on Bay County Property Appraiser records, Ennead will prepare a Preliminary Roll for use in the preparation of Pro Forma Rates and eventually a mail merge file. Subtasks include:

- 2.01 Acquisition of the June 1, 2019 (or later) data files from Bay County Property Appraiser; upload into Microsoft Access database; create Master Table of all CRA parcels;
- 2.02 Determine through City staff or legal counsel the categories, uses, ownership, exemptions or other factors that will affect the status of each parcel (active or inactive/exempt);
- 2.03 Request, acquire and tag "Confidential" parcels for special handling
- 2.04 Query data to build a frequency of distribution table, ordered by land use code, and by CRA project road segments;
- 2.05 Acquire budgets from CRA Manager or Dr. Owen Beitsch to develop Pro Forma rate scenarios;
- 2.06 Calculate cost of "buy down" for exempt properties, provide total estimated revenue value to City Attorney for use in public advertisement and First-Class Notices.
- 2.07 Optional Task: (Lump Sum \$2,500) Preparation of data and document files and coordination with the printer with respect to mailing notices to all CRA parcels. Assemble a main merge "data" file and provide collegial assistance to printer to facilitate the production and mailing of First-Class Notices. Identify postage costs (foreign and domestic) and assist with delivery of payment of postage to the printer in advance of printing. Notices must be mailed no later than Thursday, August 22, 2019. Coordinate the execution of an Affidavit of Mailing and provide same to the City. If this option is chosen, Task 2.07 includes the production of files required to produce and "Off-the-Roll" from the Final Roll.
- 2.08 Just prior to the mailing of notices, Ennead will provide a database for the City's use, to be found at [http://quicksearch.ennead-data.com/cra\\_nav](http://quicksearch.ennead-data.com/cra_nav). It will be



ENNEAD LLC

searchable by owner name, parcel number or location address. The availability of parcel-specific data is specified in the Directory Resolution.

**Task 3 Prepare a Final Roll suitable for use in mailing assessments to affected parcel (owners following Judgement on Validation Complaint)**

- 3.01 Acquire copy of adopted rate resolution
- 3.02 If judgement is favorable, Ennead will proceed with acquiring the most accurate ownership mailing information for use in preparing an “off the roll” mailing of assessments.
- 3.03 Ennead will acquire the form of the assessment from the City Attorney for use in the mail merge of the assessments.
- 3.04 Ennead will provide collegial assistance to the printer throughout the production and printing of the assessments.
- 3.05 Ennead will update the web-based database (created in Task 2.08) of all affected parcels in the CRA. The website will be searchable by owner name, parcel number or location address.

<i>Tasks 1.01 – 1.05, Tasks 2.01 – 2.06 and Tasks 3.01 – 3.04: Lump Sum</i>	<i>\$14,000</i>
<i>Task 2.07 Prepare data and document files and coordinate with printer (First Class Notice and Off-the-Roll Mailing of assessments)</i>	<i>\$2,500</i>
<i>Task 2.08 and 3.05: Set-up, host "Quicksearch" a searchable database</i>	<i>\$3,500</i>
<i>Travel, Project Documentation and Phone Conferences</i>	<i>No Charge</i>
<hr/>	
<i>Fee Range: \$14,000- \$20,000</i>	

**Payment of Invoices**

Invoices for work performed will be submitted to the City periodically on a percent complete basis. Invoices are due upon receipt.

**Additional Work**

No additional work is anticipated. However, changes to the Scope of Services requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.

## ATTACHMENT B

### Stormwater Utility Consulting Services

#### ENNEAD LLC Direct Labor Rates for Repeat Government Clients

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$185.00
Senior Programmer/Analyst	\$185.00
Technical Support, GIS Digitizing, Analyst	\$85.00

(\*) Direct labor hourly rates effective through December 31, 2019; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

**ATTACHMENT C**

**Work Order Agreement between the  
CITY OF PANAMA CITY BEACH and ENNEAD LLC**

**2019-20 Consulting Services associated with the Implementation of a NAV Assessment  
Program for the Panama City Beach CRA**

This Agreement is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). Fees are detailed as shown in the Scope of Services.

Again, we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC  
Tallahassee, Florida**

**PANAMA CITY BEACH**



\_\_\_\_\_  
Camilla A. Augustine, Owner      7-11-19      Date

\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

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

No. BA # 47

FUND	CRA ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	160-5901-559.31-60	Professional Other	28,000.00	150,000.00	178,000.00
FROM	160-5901-559.95-00	Reserves Restricted	16,938,461.00	(150,000.00)	16,788,461.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	16,966,461.00	0.00	16,966,461.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To record budget amendment in the CRA for professional fees related to the development and implementation of a maintenance assessment program

ROUTING FOR APPROVAL

\_\_\_\_\_  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT C