

Any interested party may attend the City Commission meeting in person or submit comments on agenda items in writing to the City Clerk no later than noon on the day of the meeting. All meetings are broadcast live on Comcast Cable TV Channel 27 or streamed live online at www.cityoffortpierce.com.

Comments should be submitted via email to cityclerk@cityoffortpierce.com; comments must include your name and address to be read into the record. The City Clerk will read all comments on agenda items submitted by the deadline. Please note that the decorum policy applies to both written and oral comments and all comments shall be limited to 3 minutes as read by the City Clerk.

**CITY OF FORT PIERCE
CITY COMMISSION AGENDA**

Regular Meeting - Monday, June 15, 2020 - 6:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Pastor Stafford Fisher, New Covenant Prayer Center
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from the June 01, 2020 Regular Meeting.
6. **PROCLAMATIONS**
 - a. Proclamation recognizing June 19th as Juneteenth Independence Day
7. **LETTERS TO COMMISSION**
 - a. Letter from the Knight family in appreciation of the entire Fort Pierce Police Department efforts during this time of COVID- 19.
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
10. **MISCELLANEOUS REPORTS**
11. **CONSENT AGENDA**

- a. Approve Upland Software, Inc: Filebound renewal with addition of upgrade to cloud-based solution in the amount of \$123,816.60 for the course of three years, not to exceed \$41,272.20 annually.
 - b. Approve purchase of ESRI, Annual Small Government Term Enterprise License Agreement and Training Pass over the course of 3 years in the amount of \$135,450.00. Not to exceed \$45,150.00 annually.
 - c. Approval of Kimley-Horn & Associates Specific Authorization No. 1 in an amount not to exceed \$65,000.00 for the Citrus Avenue Bridge rehabilitation.
 - d. Approve purchase for Geographic Technologies Group: GIS Professional Services in the amount not to exceed \$88,500.00.
 - e. Approval to award Wirenutz Electrical Contractor the North 17th Street electrical service upgrades in the amount of \$55,202.60.
 - f. Approval of Agreement for Easements by the City on behalf of FPUA with Mr. Joey Miller.
12. **PUBLIC HEARINGS** - Any Public Comment on these items, if not being offered in person, should be submitted by noon on the day of the meeting using the Sworn Public Comment Form which is available on the city's website at:
<http://www.cityoffortpierce.com/DocumentCenter/View/8741/Sworn-Public-Comment-for-Public-Hearings>
- a. Ordinance 20-013 reducing Business Tax Receipt fees by 5% for the next two years.
13. **CITY COMMISSION**
- a. Review and approval of the Request for Proposals for the management and lease of the Savannah Road Animal Shelter.
 - b. Resolution 20-R29 Temporarily Reducing Planning Department Fees
 - c. Follow-up discussion and direction regarding resuming special event permitting and facility rentals.
 - d. Discussion at the request of Commissioner Sessions regarding a proposed ordinance on the handling of body worn camera footage and review of police rules and procedures for purposes of reformation.
14. **COMMENTS FROM THE PUBLIC**
- Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
15. **COMMENTS FROM THE CITY MANAGER**
16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting

5. a.

Meeting Date: 06/15/2020

Re:

SUBJECT:

Approval of Minutes from the June 01, 2020 Regular Meeting.

Attachments

Minutes 06.01.2020

Form Review

Form Started By: Maura Stokes
Final Approval Date: 06/05/2020

Started On: 06/05/2020 10:06 AM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **JUNE 01, 2020.**

1. CALL TO ORDER

Mayor Hudson called the June 01, 2020 Regular Meeting of the City Commission to order at 6:30 PM.

2. OPENING PRAYER - Pastor Ricardo McGee, Bass Temple Church of God in Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Absent: Commissioner Rufus Alexander

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Peter Sweeney

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to excuse Commissioner Alexander.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

5. APPROVAL OF MINUTES

- a. Approval of Minutes from the May 18, 2020 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve the minutes from the May 18, 2020 Regular Meeting.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

6. PROCLAMATIONS

7. LETTERS TO COMMISSION

- a. Email from Holly Theuns thanking the City of Fort Pierce for her excellent professional experience at the coronavirus test site and for making the test available.
- b. Nextdoor testing response from Kim S. thanking the City of Fort Pierce for the testing site, which was very well planned and carried out.
- c. Facebook messages giving kudos to the City of Fort Pierce for the COVID-19 testing site.
- d. Thank you card from Carol Washington expressing heartfelt appreciation for the support received from Police Officer Damian Spotts and the Fort Pierce Police Department for the centennial birthday celebration for Queen Jannie Ellis Alexander.
- e. Email from Michael Antoniak in recognition of exceptional customer service from Jacqueline Young-Smith, Alarm Coordinator, Community Response Department. She was very helpful, professional and offered useful advice.
- f. Email from Lisa Potter expressing her sincere appreciation for the deployment of Code Enforcement Officers to Jaycee Park for the past few weeks to address potential issues.
- g. Thank you card from Robin Smith thanking the Fort Pierce Police Officers for their protection, support and friendship.

8. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve and set the Agenda.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

10. MISCELLANEOUS REPORTS

- a. Monthly Financial Report for the Month Ending April 30, 2020

Johnna Morris, Finance Director presented information regarding the Monthly Financial Report for the period ending April 30, 2020. This presentation included the Fund Evaluation Report; General Fund revenue and expenditures; Special Revenue Funds which include CDGB, FPRA, Grant Administration, SHIP; and Enterprise Funds which include Marina, Solid Waste, Golf Course, Sunrise Theatre, Building, and Stormwater.

11. CONSENT AGENDA

- a. Approval for to purchase law enforcement technology with a grant received from the Department of Justice to prevent, prepare for, and respond to the Coronavirus in the amount of \$80,404.00 with no required match.
- b. Approval of the acceptance of an award from Florida Inland Navigation District (F.I.N.D.) in the amount up to \$11,250 for the removal of a derelict vehicle from the Intracoastal Waterway.
- c. Approval of request to award the Citrus Avenue Bridge Repairs construction contract to the low bidder, M & J Construction Company of Pinellas County, Inc. in an amount not to exceed \$1,062,927.80.
- d. Approval to award Captec Engineering, Inc. the CEI service contract for the North 17th Street Roadway Project in the amount of \$129,800. This is Specific Authorization for RFQ 2019-027, Professional Engineering Services.
- e. Approval for FPUA to provide and install decorative street lights on the North 17th Street Roadway Improvement project in the amount of \$125,130.00.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve items 11a, 11b, 11c, 11d, 11e.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

13. CITY COMMISSION

- a. Resolution 20-R26 authorizing the city to resume public hearings.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 20-R26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA RESUMING ALL PUBLIC HEARINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

Nick Mimms, City Manager, presented an overview of this resolution which would lift the moratorium on public hearings and allow city business to move forward. Businesses and development have re-started. This resolution will allow legislative public hearings to resume on June 15, 2020 and quasi-judicial hearings on July 6, 2020. Various options for resuming public hearings while maintaining social distancing and safety for staff and the public with regard to public comment were discussed and will be evaluated for implementation.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Resolution 20-R26.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. **Resolution 20-R27 Reducing Certain Planning Department Fees**

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 20-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING BY RESOLUTION THE FILING FEES FOR DEVELOPMENT APPLICATIONS AS DIRECTED SECTION 22-141 BY THE CODE OF ORDINANCES, TO TEMPORARILY REDUCE NON-RESIDENTIAL SITE PLAN FEES FOR PROJECTS GREATER THAN 30,000 SQUARE FEET FROM \$6,995 + \$95 FOR EACH 1,000 ADDITIONAL SQUARE FEET TO \$6,995 + \$50 FOR EACH 1,000 ADDITIONAL SQUARE FEET AND WAIVE PRE-APPLICATION MEETING FEES, SIGN PERMIT FEES, AND SIDEWALK CAFÉ PERMIT FEES OF THE CITY OF FORT PIERCE PLANNING DEPARTMENT FOR SIX MONTHS, THROUGH NOVEMBER 30, 2020; RESTATING OTHER PLANNING DEPARTMENT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

Nick Mimms, City Manager, discussed the Planning Department's portion of the economic recovery program. This resolution will support the private sector and business development during the COVID-19 pandemic recovery. City staff is proposing a temporary modification to the Planning Department fees for a period of six months through November 30, 2020. The adjustment includes suspending the pre-application meeting, sign permit, and sidewalk-café permit application fees as well as reducing the fee for non-residential site plans.

The City Commission discussed options for the six-month period of time and reducing fees on a simple tiered system and what the impact on the budget would be. Mr. Mimms will meet with staff and develop a more aggressive proposal with calculated budget figures including the impact based to the budget upon current trends.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to table Resolution 20-R27.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

14. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Rick Reed

15. COMMENTS FROM THE CITY MANAGER

Grant Assistance Program

The City of Fort Pierce has received 1,415 applications for businesses and residents who have been pre-screened for the Covid-19 Grant Assistance Program. 16 residential and ten business applications have been completed and approved, with 20 residential and 50 business applications currently under review. The City of Fort Pierce is considering re-opening the grant program in mid-June.

COVID-19 Testing

The first round of testing was very successful. The second round of testing will be at the same location on June 06, 2020, with Dynix Diagnostics. Approximately 400 tests will be made available by appointment only. The city has been reaching out to area pastors to inform their congregations of this program. The owner of Dynix will be invited to a future meeting to discuss the various testing that is being conducted.

Food Distribution

The City of Fort Pierce has partnerships with Graceway Village, the Boys & Girls Club, and Treasure Coast Food Bank. As of today, approximately 75,000 meals have been served to our community. This past weekend there was a food distribution event wherein 1,100 grocery packs were distributed. The grocery packs included chicken, hotdogs, rice, milk, bread, and vegetables. Another grocery distribution event is scheduled for June 27, 2020, at Percy Peek Gymnasium. In addition, through our partnership with Graceway Village, they are able to distribute an additional 2,000 meals to the senior and disabled community.

Special Events

Special events remain suspended. At the June 08, 2020, Conference Agenda meeting, the City Commission will discuss resuming the special events.

Facility Access

Starting today, June 01, 2020, City Hall, Police Department Headquarters, and Police Substation are open to the public by appointment only. Sunrise Theatre remains closed. City Marina is open. Indian Hills Golf Course remains open. Parks, beaches, and boat ramps are all open. All services by the City of Fort Pierce offices have been maintained.

Communications

Our "See, Click, Fix" program has been successful. Since inception, we have had 45 submissions with an average response time of one day.

Economic Recovery

As discussed earlier with the proposed resolution, the City of Fort Pierce will continue to review all budget options for reducing fees in all departments to assist the community.

Recreational Programs

Children's camps, sports, and arts programs remain on hold until guidance has been established for the safety of the children.

Sunrise Theatre

In two weeks, the Sunrise Theatre will have its first comedy show at the Black Box. The capacity is 200 and that will be reduced for social distancing to 100. Two weeks later, another show will be held at the Black Box with the same social distancing guidelines. We are starting slow and staying within guidelines followed by other local theatres. It is hoped that by September or October, bookings for regular headline shows will resume at the main theatre.

Parklet Program

Portions of on street parking along Second Street were blocked with parklets to allow restaurants and businesses to offer outdoor space for increased capacity. There were initially 15 participants in the program and now there are 24 participants. Businesses have come up with unique designs for their outdoor areas which are used for seating or merchandise display. Second Street was also closed to all vehicle traffic on the weekend. The pilot program is underway and positive feedback has been received.

City Attorney, Peter Sweeney had no update.

- a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Perona had no comments.

Commissioner Sessions commented that the food distribution program was planned and executed strategically. Many people benefited from the program. The only reservation he held was that there wasn't more which could be offered. When the distribution was completed, there was still a line of people waiting who are in need. Commissioner Sessions would like to recognize Sweeties Diner along with the NAACP who distributed approximately 25,000 – 30,000 meals to those in need in our community. On May 31, 2020, there was a peaceful protest march held with approximately 300 community residents participating. Commissioner Sessions was pleased to see funding for lighting on the 17th Street bridge on the FPUA agenda.

Commissioner Johnson echoed Commissioner Sessions' sentiments on the peaceful protest. Regarding the Parking Committee, constituents have expressed interest with vehicle charging stations and the opportunity to offer them throughout the city. The parking in the garage will evolve when the building fit-outs are completed.

Mayor Hudson has received requests for longer parking times in the two-hour slots. Customers at hair salons have requested a little more time. On Thursday, ethics training will be held via Zoom. Mayor Hudson expressed heartache over what happened to Mr. Floyd and the resulting response throughout the country. Mayor Hudson has pledged to make sure everyone is respecting one another, loving one another and changing society. We must take personal responsibility for our actions.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at 8:03 PM.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

6. a.

Meeting Date: 06/15/2020

Re:

SUBJECT:

Proclamation recognizing June 19th as Juneteenth Independence Day

Attachments

Juneteenth Proclamation

Form Review

Form Started By: Linda Cox

Started On: 06/10/2020 02:35 PM

Final Approval Date: 06/10/2020

WHEREAS, America’s Independence Day Movement, initiated by the Declaration of Independence and the 4th of July, 1776, did not include enslaved African-Americans as they were not recognized as full human beings. Freedom from slavery was initiated by the enforcement of the Emancipation Proclamation on January 1, 1863, and formally announced by Union General Gordon Granger in Galveston, Texas on the 19th of June, 1865, through the reading of General Order No. 3 to the last group of slaves in bondage, creating America’s 2nd Independence Day Celebration, Juneteenth Independence Day, observed on the 19th of June as the oldest African-American holiday; and

WHEREAS, the 19th of June is the freedom forerunner to the 13th Amendment, which implemented freedom for all slaves in the United States, Juneteenth Independence Day completes the cycle of Independence Day Celebrations in America. In 1997, the 105th Congress of the United States passed Senate Joint Resolution 11 and House Joint Resolution 56 officially recognizing Juneteenth Independence Day in America; and

WHEREAS, the Juneteenth celebration commemorates the emancipation of Southern slaves (Blacks) on June 19, 1865, two and a half years after the signing of the Emancipation Proclamation by Abraham Lincoln. The memory of all those who moved from slavery to freedom remains as a lesson for all Americans regardless of their background, race or religion; and

WHEREAS, the Florida legislature issued an apology on March 26, 2008, expressing profound regret for the shameful history of enslaving black people and passing laws that sanctioned involuntary servitude upon generations of African slaves.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim June 19, 2020 as:

“JUNETEENTH INDEPENDENCE DAY”

as a time for all Americans to learn more about our common past and to better understand the experiences that have shaped our Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 19th day of June 2020.

MAYOR / COMMISSIONER

City Commission Regular Meeting

7. a.

Meeting Date: 06/15/2020

Re: Letter from The Knight Family

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from the Knight family in appreciation of the entire Fort Pierce Police Department efforts during this time of COVID- 19.

Attachments

The Knight Family

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/07/2020 09:29 AM
City Manager	Nick Mimms	06/07/2020 09:29 AM
Form Started By: Jennifer Robinson		Started On: 06/03/2020 05:24 PM
Final Approval Date: 06/07/2020		

To the City of Fort Pierce

Police Department

Diane Hobley-Burney

Chief of Police



We (the Knight Family) would like to express our "THANKS" to you and the entire Police Department, in all capacities during this time of the COVID-19.

Just know that what you do is not going un-notice.

With our PRAYERS and LOVE.

The Knight Family

Issac, Lillie, Tiffany and

Desirae Knight

Issac H. Knight



City Commission Regular Meeting

11. a.

Meeting Date: 06/15/2020

Re: Purchase approval for Upland Software Inc, Filebound Renewal with addition of upgrade to cloud-based solution

Submitted For: Devoshay Johnson, IT Manager, Information Technology

SUBJECT:

Approve Upland Software, Inc: Filebound renewal with addition of upgrade to cloud-based solution in the amount of \$123,816.60 for the course of three years, not to exceed \$41,272.20 annually.

SUMMARY:

This is a renewal of existing services as well as an upgrade/migration to a cloud-based solution. The migration will result in an increase of \$20,541.00 annually. This quote outlines the annual cost as well as the costs over the next three years. Implementing the cloud-based version of this platform aligns with the City's vision per the strategic plan action items as it allows for the following: Finance Department: Implement paperless PO system HR Department: Electronic storage of personnel files Information Technology Department: Document process routing & electronic document for both public facing and internal use. City Clerk Department: Public records portal.

RECOMMENDATION:

Recommendation is to approve Upland Software, Inc: Filebound renewal with addition of upgrade to cloud-based solution in the amount not to exceed \$123, 816.60.

ALTERNATIVES:

Do not approve purchase.
Continue with on-premise version which will not allow for set initiatives.

RESPONSIBLE STAFF:

IT Manager

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 00125005134675
Amount: 123,816.60

FISCAL IMPACT:

Will be invoice annually for (3 yrs) in the amount of \$41,272.20.

Attachments

Upland Software:Filebound

Form Review

Inbox

Information Technology

Finance Department

City Manager

Form Started By: Alma Juarez

Final Approval Date: 06/07/2020

Reviewed By

Devoshay Johnson

Johnna Morris

Nick Mimms

Date

05/28/2020 04:11 PM

06/01/2020 11:36 AM

06/07/2020 09:26 AM

Started On: 05/28/2020 11:52 AM

Upland Software, Inc.
 401 Congress Avenue Suite 1850 Austin
 TX
 78701-3788
 US
 Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57212-1
Quote Date: 5/27/2020
Quote Expires On: 1/31/2021
Proposed By: Laurie VanDoezelaar
Email: lauriev@uplandsoftware.com

Customer and Billing Details

Ship To City of Fort Pierce 100 N US 1 PO Box 1480 Fort Pierce, FL 34954 United States	Bill To City of Fort Pierce Management Information Systems 100 N US 1 PO Box 1480 Fort Pierce, FL 34954 United States	Primary Contact: Primary Phone: Billing Currency:	Devoshay (Shay) Johnson (772) 467-3135 USD
---	---	--	--

License and Product Details

Start Date:	6/30/2020	End Date:	6/29/2023
Product Billing Frequency:	Annual	Payment Terms:	Net 30

License and Product Details

Description	Billing Frequency	Quantity Unit of Measure	Term (Months)	Annual Amount	Extended Price for Full Term
API: Gold Support	Annual	1 Years	36.00	\$ 7,000.00	\$ 21,000.00
FileBound: FileBound Capture Subscription - included with subscription	Annual	5 Each	36.00	\$ 0.00	\$ 0.00
FileBound: Other Maintenance	Annual	1 Units Per Year	36.00	\$ 14,731.20	\$ 44,193.60
FileBound: Setup, Cloud Site Setup - 2,000,000 Enterprise	Annual	1 Units Per Month	36.00	\$ 19,541.00	\$ 58,623.00
Total:				\$ 41,272.20	\$ 123,816.60

Customer and Upland are entering into this sales order or quote ("Sales Order") pursuant to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the date this Sales Order is signed. In the event there is no MSA currently in effect, then the terms and conditions hosted at www.uplandsoftware.com/terms-of-service.pdf shall control. Upon execution by the parties, this Sales Order shall be incorporated into and made a part of the MSA (collectively, the "Agreement"). Terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the Agreement. In consideration of the representations, warranties, covenants and mutual promises contained in the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows: .

1) Fees. Customer agrees to pay any and all fees provided herein. All subscription fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Customer acknowledges that fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period.

2) Professional Services Fees. Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of: (i) the date the Professional Services are delivered (on a pro-rata, ongoing basis); or (ii) one year from the date of the applicable invoice.

Upland Software, Inc.

401 Congress Avenue Suite 1850 Austin
TX
78701-3788
US
Phone: 855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57212-1
Quote Date: 5/27/2020
Quote Expires On: 1/31/2021
Proposed By: Laurie VanDoezelaar
Email: lauriev@uplandsoftware.com

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT

Name (Print): _____ Date: _____
Title: _____ Signature: _____

If a Purchase Order is required for the purchase or payment of the items on this Sales Order, please complete the following:

PO Number:

PO Amount:

Upland Signature

Name (Print): _____ Date: _____
Title: _____ Signature: _____

THANK YOU FOR YOUR BUSINESS!

Upland Software, Inc.
 401 Congress Avenue Suite 1850 Austin
 TX
 78701-3788
 US
 Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-57212-1
Quote Date: 5/27/2020
Quote Expires On: 1/31/2021
Proposed By: Laurie VanDoezelaar
Email: lauriev@uplandsoftware.com

Please verify and initial the following customer information and indicate what needs to be changed, if needed.

Customer Checklist			
Checklist Item	Response		If there are changes, please provide details below.
Is the company name specified on the quote the correct bill to entity?	Yes No	Initial	
Is the billing address specified on the quote up to date?	Yes No	Initial	
Is the billing contact and email address specified on the quote up to date?	Yes No	Initial	
Does your company require a PO?	Yes No	Initial	
Does your company need Upland to fill out a supplier form to properly set Upland up as a vendor? This includes setting up supplier portals.	Yes No	Initial	
Is your company a tax-exempt entity? If Yes, please provide the associated tax certificate.	Yes No	Initial	
Does your company pay withholding tax to a governmental entity? If Yes, please provide the associated tax certificate with the payment remittance.	Yes No	Initial	
Are there any additional items your company may need from us to process our invoice?	Yes No	Initial	

City Commission Regular Meeting

11. b.

Meeting Date: 06/15/2020

Re: Purchase approval for ESRI, Annual Enterprise License Agreement and Training Pass- Single Source

Submitted For: Devoshay Johnson, IT Manager, Information Technology

SUBJECT:

Approve purchase of ESRI, Annual Small Government Term Enterprise License Agreement and Training Pass over the course of 3 years in the amount of \$135,450.00. Not to exceed \$45,150.00 annually.

SUMMARY:

ESRI's GIS mapping software is the most powerful mapping and spatial data analytics technology.

Increase of \$3,500.00 annually from prior years of \$35,000.00 for License Agreement and increase of \$1,350.00 annually from prior years of \$5,300.00 for Training Pass.

This is a continuation of the following existing services ESRI currently provides to the City of Fort Pierce: License Agreement and Training Pass.

This renewal agreement includes other benefits that would previously be considered a separate charge such as:

Annual User Conference Registrations, Tier 1 Help Desk authorized to call ESRI, Backup Media, Self-Paced e-Learning and 5% discount on all individual commercially available instructor-led training classes at ESRI facilities purchased outside this agreement.

RECOMMENDATION:

Recommendation is to approve ESRI, Annual Small Government Term Enterprise License Agreement and Training Pass over the course of 3 years in the amount of \$135,450.00. Not to exceed \$45,450.00 annually.

ALTERNATIVES:

Do not approve purchase

RESPONSIBLE STAFF:

IT Manager

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 40242005344675
Amount: 5500.00
FISCAL IMPACT:
Three year agreement. \$5,500.00 annually.

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 42029025344675
Amount: 5500.00
FISCAL IMPACT:
Three year agreement. \$5,500.00 annually.

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 00125005134675
Amount: 34,150.00
FISCAL IMPACT:
Three year agreement \$34,150.00 annually.

Attachments

License Agreement
Training Pass

Form Review

Inbox	Reviewed By	Date
Information Technology	Devoshay Johnson	06/01/2020 02:16 PM
Information Technology	Devoshay Johnson	06/01/2020 03:33 PM
Finance Department	Johnna Morris	06/03/2020 02:24 PM
City Manager	Nick Mimms	06/07/2020 09:27 AM
Form Started By: Alma Juarez		Started On: 06/01/2020 01:45 PM
Final Approval Date: 06/07/2020		



May 5, 2020

Mr. DeVoshay Johnson
City of Fort Pierce
100 N US Hwy 1 Ste 204
Fort Pierce, FL 34950-4205

Dear DeVoshay,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Ben McCrary
Esri Account Manager
bmccrary@esri.com
704-541-9810 ext. 1666



Quotation # Q-406614

Date: May 5, 2020

Customer # 345186 Contract #

City of Fort Pierce
IT Dept
100 N US Hwy 1 Ste 204
Fort Pierce, FL 34950-4205

ATTENTION: DeVoshay Johnson
PHONE: (772) 467-3135
EMAIL: djohnson@city-ftpiercer.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/5/2020 To: 11/1/2020*

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
2020: Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
2021: Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
2022: Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$115,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$115,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Ben McCrary	Email: bmccrary@esri.com	Phone: 704-541-9810 ext. 1666 x1666
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MCCRARYB

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 Insights in ArcGIS Enterprise
3 Insights in ArcGIS Online
10 Tracker for ArcGIS Enterprise
10 Tracker for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Quotation # Q-415707

Date: May 29, 2020

Customer # 345186 Contract # ENTERPRISE AGREEMENT

City of Fort Pierce
IT Dept
100 N US Hwy 1 Ste 204
Fort Pierce, FL 34950-4205

ATTENTION: DeVoshay Johnson
PHONE: (772) 467-3135
EMAIL: djohnson@city-ftpiercer.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/28/2020 To: 8/26/2020*

Material	Qty	Unit Price	Total
174382 Esri Training Pass per Day One Year Term	10	\$665.00	\$6,650.00
174382 Esri Training Pass per Day One Year Term	10	\$665.00	\$6,650.00
174382 Esri Training Pass per Day One Year Term	10	\$665.00	\$6,650.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Phillip Waldron	Email: pwaldron@esri.com	Phone: (704) 301-0454 x8790
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

WALDRONP

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-415707

Date: May 29, 2020

Customer # 345186 Contract # ENTERPRISE AGREEMENT

City of Fort Pierce
IT Dept
100 N US Hwy 1 Ste 204
Fort Pierce, FL 34950-4205

ATTENTION: DeVoshay Johnson
PHONE: (772) 467-3135
EMAIL: djohnson@city-ftpiercer.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/28/2020 To: 8/26/2020*

Subtotal:	\$19,950.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$19,950.00

This Training Pass will provide days of training for use over a 12 month period from the order date. These training days may be used for Esri instructor-led training and Coaching Services. When you provide your payment information, the Customer Service Representative will request that you appoint a Training Pass Administrator. Detailed information about the Training Pass and Training Pass Administrator duties can be found at <http://www.esri.com/trainingpass>. If you have any questions, please contact Esri training at 1-800-447-9778 ext. 1-5757 or GIStraining@esri.com.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Phillip Waldron	Email: pwaldron@esri.com	Phone: (704) 301-0454 x8790
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

WALDRONP

This offer is limited to the terms and conditions incorporated and attached herein.

City Commission Regular Meeting

11. c.

Meeting Date: 06/15/2020

Re: Approval of Kimley-Horn SA No. 1 - Citrus Avenue Bridge Rehabilitation CEI Services, Ref. RFQ No. 2019-027

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Kimley-Horn & Associates Specific Authorization No. 1 in an amount not to exceed \$65,000.00 for the Citrus Avenue Bridge rehabilitation.

SUMMARY:

The Citrus Avenue Bridge Rehabilitation construction contract was recently awarded. In order to ensure the repair work conforms to the approved construction plans and technical specifications, an outside consulting firm is needed to oversee the rehabilitation work.

RECOMMENDATION:

Staff recommends approval once the City Attorney's office has completed their review and issued an approval of form and correctness.

ALTERNATIVES:

Deny and request a quote from another continuing service provider.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FEC Railroad

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: FY 19/20
Account: 10011115196310
Amount: \$65,000.00

FISCAL IMPACT:

The \$65,000 shall be encumbered from SurTax proceeds, Road and Bridge Account No. 100-1111-519-63-10.

Attachments

Kimley-Horn SA No. 1

Form Review

Inbox

Finance Department

City Manager

Form Started By: Tracy Telle

Final Approval Date: 06/09/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

06/09/2020 09:48 AM

06/09/2020 12:39 PM

Started On: 06/03/2020 11:01 AM



CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	
Due Date:	
Hours:	

REQUEST FOR LEGAL SERVICES

To: PETER J. SWEENEY, CITY ATTORNEY

SUBMITTED BY: TRACY TELLE, ASSISTANT CITY ENGINEER *TT*

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER *JRA*

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER

RE: CITRUS AVENUE BRIDGE REHABILITATION CEI SERVICES
KIMLEY-HORN & ASSOCIATES - SPECIFIC AUTHORIZATION No. 1

DATE: MAY 28, 2020

Service Required: (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Review for form and correctness of Specific Authorization No. 1 to the Professional Services Contract the City has in place with Kimley-Horn & Associates, Inc.
- Discussion of the implications and the possible impact if not apparent from preceding information:** The Engineering Department is requesting Construction Engineering and Inspection services to be performed during the Citrus Avenue Bridge repairs.
- Time considerations and their significance:** Construction is expected to begin in the near future.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, funding requirements will be presented to the City Commission for approval.

5. **Factual background:** Kimley-Horn is one of the City's continuing services contractors selected under RFQ No. 2019-027. This is a request for approval of Specific Authorization No. 1 for construction phase services.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Please find the attached related information:

- Specific Authorization No. 1 (2 EA)

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**
 N/A

8. **If this is a request for review of a contract, provide the following:**

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

Specific Authorization No. 1 has been reviewed by the City Engineer

b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.) N/A

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

**SPECIFIC AUTHORIZATION NO. 1
CITRUS AVENUE BRIDGE REPAIRS
CEI PROFESSIONAL SERVICES**

SCOPE OF SERVICES

Pursuant to the provisions contained in the “RFQ No. 2019-027 – Engineering Services” between The City of Fort Pierce (hereinafter referred to as “CITY”) and Kimley-Horn and Associates, Inc. (hereinafter referred to as “ENGINEER”) dated the _____ day of _____ 2020, CITY authorizes the ENGINEER to provide services in accordance with the terms and conditions set forth in RFQ 2019-027.

The CITY desires professional engineering services related to construction engineering services (CEI) oversight during the rehabilitation of the Citrus Avenue Bridge, hereinafter referred to as the “Project”.

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for construction oversight and construction administration. The proposed services and scope of work are more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

Section 2 - Deliverables

N/A

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit “B”, attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$65,000.00

Section 4 - CITY’s Responsibilities

CITY hereby designates City Engineer or designee as CITY’s representative pursuant to Section 8 of the AGREEMENT.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

**SPECIFIC AUTHORIZATION NO. 1
CITRUS AVENUE BRIDGE REPAIRS
CEI PROFESSIONAL SERVICES**

Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 of the AGREEMENT.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AGREEMENT, consisting of eight pages has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.


CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

Attest: _____
Linda Cox, City Clerk

KIMLEY-HORN & ASSOCIATES, INC.

By:  _____
Brian Good, P.E., Senior Vice President

Date: 05/28/2020

APPROVED AS TO FORM & CORRECTNESS:

By: _____
Peter J. Sweeney, City Attorney

Date: _____

EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER SCOPE OF SERVICES

**CITRUS AVENUE BRIDGE OVER FEC RAILROAD REHABILITATION PROJECT –
AMENDMENT NO. 2**

PROJECT DESCRIPTION:

The CITY has requested the ENGINEER provide professional consulting services as required to support the construction of the structural and non-structural repairs to the Citrus Avenue Bridge over Florida East Coast (FEC) Railroad (Br. No. 940047). This project shall be completed as required by the project plans and specifications as developed by the ENGINEER. The project will generally consist of the following improvements:

- Cleaning and painting of structural steel elements
- Concrete bridge deck repairs
- Bridge deck joint repairs
- Concrete spall repair
- Vegetation removal
- Approach sidewalk repairs

DESCRIPTION OF TASK DELIVERABLES:

The ENGINEER agrees to perform professional transportation planning and operation services in connection with the project as required and set forth in the following:

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.
2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.

3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:
 - a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen; and other employees on the work.
 - b. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.
4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the ENGINEER and CITY.

The ENGINEER will provide the services specifically set forth below.

Task 1 – Construction Phase Post Design Services:

The ENGINEER will provide professional construction phase services as specifically stated below:

- a. FEC and CEMEX Coordination. Consultant will coordinate FEC and CEMEX as required to support the construction of the project. This coordinate includes reporting to FEC and CEMEX as construction activities commence within their right-of-way and coordinating construction progress as necessary. This coordination does not include the coordination of the railway watchmen for construction activities.
- b. Pre-Construction Meeting. The ENGINEER will attend a Pre-Construction Meeting prior to commencement of construction activity.
- c. Visits to Site and Observation of Construction. The ENGINEER will make up to nine visits as directed by the CITY in order to observe the progress of the work. Site visits are anticipated for the first day of coating operations, partial height deck removal, partial height deck concrete pour, armored angle header repair, up to 3 cleaning and painting of structural steel related site visits, substantial completion, and Final Completion. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, the ENGINEER

will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the ENGINEER will keep the CITY informed of the general progress of the work.

The ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall the ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- d. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, the ENGINEER believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- e. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY.
- f. Change Orders. The ENGINEER may recommend Change Orders to the CITY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- g. Shop Drawings and Samples. The ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- h. Substitutes and "or-equal." The ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

- i. Inspections and Tests. The ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. The ENGINEER's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests.
- j. Disagreements between CITY and Contractor. The ENGINEER will, if requested by CITY, render written decision on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, the ENGINEER shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith.
- k. Applications for Payment. The CITY will be responsible for review and approval of all Contractor pay requests.
- l. Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- m. Substantial Completion. The ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- n. Final Notice of Acceptability of the Work. The ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the

best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to the ENGINEER.

Task 2 – Construction Phase Coatings Services

Coatings Related Submittal Review and Coatings Inspection: Our Subconsultant Consulex Corrosion Professionals will review the Contractor's coatings related submittals and provide four (4) Protective Coatings Specialist (PCS) site visits.

- a. Submittal Package Reviews (3 each) – A PCS will review the following submittals:
 - i. Contractor's Coatings QC Plan (1 each)
 - ii. Materials Submittal (1 each)
 - iii. Contractor's Environmental, Health and Safety Plan (as it pertains to coatings only) (1 each)
 - iv. Contractor Requests for Information (RFI's) (6 each)
- b. A Professional Engineer licensed in the state of Florida will review the Contractor's containment plan.
- c. Site Visits (8 each) – A Consulex PCS will conduct the following site visits:
 - i. Initial Site Visit (1 each) – the PCS will visit the site within the first two weeks of the projects to facilitate project start-up.
 - ii. Random Site Visits (6 each) – the PCS will visit the site on two random occasions during the construction phase to evaluate the progress of the work to date at that time.
 - iii. Final Site Visit (1 each) – the PCS will perform a final field review of the project.
- d. Reports (8 each) – The PCS will provide a letter report summarizing the findings of each site visit.

TIME OF PERFORMANCE:

The construction duration associated with the construction of the Citrus Avenue Bridge Repairs is understood not to exceed 210 business days from the issuance of the Notice to Proceed (NTP).

EXHIBIT "B"

COMPENSATION

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

- A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

<u>Task Description</u>	<u>Fee</u>
Task 1 – Construction Phase Post Design Services	\$33,000
Task 2 – Construction Phase Coatings Services	\$32,000
<u>Grand Total</u>	<u>\$ 65,000</u>

City Commission Regular Meeting

11. d.

Meeting Date: 06/15/2020

Re: Purchase approval for Geographic Technologies Group: GIS Professional Services

Submitted For: Devoshay Johnson, IT Manager, Information Technology

SUBJECT:

Approve purchase for Geographic Technologies Group: GIS Professional Services in the amount not to exceed \$88,500.00.

SUMMARY:

Geographic Technologies Group is the City of Fort Pierce's GIS professional services consultant.

The proposed consultant services will allow us to build the appropriate framework for existing, proposed and future use, with professional services available to staff for the duration to better position us.

After preliminary departmental staff interviews, Geographic Technologies Group and the City of Fort Pierce have planned and designed solutions that will benefit the City's daily operations and community.

These services include the following:

1. Enterprise Solutions (ArcGIS HUB)
2. 10 Departmental Web App solutions.

Building Department: Building Permit Application and Dashboard, Hurricane Preparedness, Damage Assessment.

Police Department: Crime Mapping-Dashboard and Analysis, Story Map, Command Center.

Code Enforcement: Code Enforcement and Dashboard, Life and Safety App

Engineering Department: CIP Application

Planning Department: Zoning App and Dashboard

This proposal includes all training and education of City Staff.

RECOMMENDATION:

Recommendation is to approve Geographic Technologies Group: GIS Professional Services purchase in the amount not to exceed \$88,500.00.

ALTERNATIVES:

Do not approve

RESPONSIBLE STAFF:

IT Manager

COORDINATED WITH:

City Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 00160005133490
Amount: 88,500.00

FISCAL IMPACT:

Proposal includes all training and education of City staff.

Attachments

GTG Consultant Services Quote

Form Review

Inbox	Reviewed By	Date
Information Technology	Devoshay Johnson	06/03/2020 04:23 PM
Finance Department	Johnna Morris	06/09/2020 09:48 AM
City Manager	Nick Mimms	06/09/2020 12:40 PM
Form Started By: Alma Juarez		Started On: 06/03/2020 03:26 PM
Final Approval Date: 06/09/2020		



1202 Parkway Drive
 Goldsboro, NC 27534
 Tel – 919-759-9214
 Toll Free – 888-757-4222
 Fax – 919-759-0410
 www.geotg.com

Proposal The City of Fort Pierce, FL

Quote # 20-8320
 Date – June 2,2020

TO:	FROM:
DeVoshay Johnson Information Technology Manager djohnson@cityoffortpierce.com Jerome Spivey, GIS jspivey@cityoffortpierce.com Phone: 772.467.3000 Fax: 772.489.2594 100 North U.S. 1 Fort Pierce, FL 34950	David Holdstock, CEO Geographic Technologies Group, Inc. 1202 Parkway Drive

Project	QUOTE VALID FOR	TERMS
Modernizing GIS	Ninety Days	

DESCRIPTION	AMOUNT
The 2020 GIS Strategic Roadmap recommends that the City of Fort Pierce plan, design and deploy solutions that benefit City operations and the community. This proposal detailed below is a recommended partnership between Geographic Technologies Group (GTG) and the City of Fort Pierce. It includes hands-on training of key City staff and the deployment of state of the art enterprise and departmental solutions.	

Department	Solution	Cost
A. Enterprise Solutions		
• City and Community Training and Education	ArcGIS HUB	\$10,000.00
B. 10 Departmental Web App Solutions		
• Building Department	Building Permit Application and Dashboard	\$ 6,000.00
• Building Department	Hurricane Preparedness	\$ 7,500.00
• Building Department	Damage Assessment	\$7,500.00
• Police Department	Crime Mapping -Dashboard and Analysis	\$ 20,000.00
• Police Department	Story Map	\$ 5,000.00
• Police Department	Command Center	\$10,000.00
• Code Enforcement Department	Code Enforcement And Dashboard	\$ 7,500.00
• Code Enforcement Department	Life and Safety App	\$ 5,000.00
• Engineering Department	CIP Application	\$ 5,000.00
• Planning Department	Zoning App and Dashboard	\$ 5,000.00
This proposal includes all training and education of City staff.		
		TOTAL
		\$88,500.00

- A notice to proceed can be in the form of a purchase order or by noting the desire to proceed on letterhead

Purchase Order can be emailed to Curt Hinton at chinton@geotg.com or faxed to 919-759-0410

THANK YOU FOR YOUR BUSINESS!

City Commission Regular Meeting

11. e.

Meeting Date: 06/15/2020

Re: Request Electrical Contract Award for North 17th Street Improvements, Quotes

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval to award Wirenutz Electrical Contractor the North 17th Street electrical service upgrades in the amount of \$55,202.60.

SUMMARY:

FPUA will underground the electrical power lines as a part of the North 17th Street Roadway Improvements. As a part of this work, the underground electrical services will also be undergrounded to the homes requiring the homes to be capable to receive connections at the meters. In order to meet current building codes, thirty one (31) homes will require upgrades to their meters, electrical panels and new electrical lines between the meters and the panels. This work is not performed by FPUA and requires Building Department permits. Due to the project time constraints to meet the FEMA Hazard Mitigation Grant Agreement project closeout, we sent proposal requests to four (4) electrical contractors registered with the City Clerks Office for this work. Wirenutz Electrical Contractor was the only responder.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Deny and leave the services overhead.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FPUA

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 10011115196321
Amount: 55,202.60

FISCAL IMPACT:

The \$55,202.60 will be funded from the Surtax Expense Account.

Attachments

Electrical Quote Requests
Applebee Electric Response
Wirenutz Proposal

Form Review

Inbox

Finance Department
City Manager
Form Started By: Venetia Barnes
Final Approval Date: 06/10/2020

Reviewed By

Johnna Morris
Nick Mimms

Date

06/09/2020 03:54 PM
06/10/2020 09:38 AM
Started On: 06/03/2020 05:23 PM

Venetia Barnes

From: Venetia Barnes
Sent: Wednesday, May 20, 2020 5:42 PM
To: allphasejt@yahoo.com
Subject: North 17th Street Electrical Upgrades

Good afternoon,

The City of Fort Pierce will begin roadway improvements on North 17th Street from Orange Avenue to Avenue D. In conjunction, the Fort Pierce Utilities Authority will be under-grounding the electrical lines along North 17th as a part of the roadway reconstruction project. FPUA's work also includes burying of individual homes, which will require upgrades to their meter cans in order to meet current code. The City would like to proceed with acquiring a quote from your firm to obtain the electrical permit and perform the work. Due to the uncertainty of the work, we would like to request unit prices for the following

1. Meter-main combo
2. Upgrade from a 3-wire feeder to a 4-wire feeder between the meter and the electrical panel, unit prices to be provided for wire in the following categories: 10LF, 20LF, 30LF, 40LF and 50LF.
3. Upgrade from a 60Amp panel to a 200 Amp electrical panel
4. Cap the weather head/mast

The following are the residences:

West side of N 17 th Street	East side of N 17 th Street
207 N 17 th Street	434 N 17 th Street
211 N 17 th Street	432 N 17 th Street
217 N 17 th Street	430 N 17 th Street
301 N 17 th Street	428 N 17 th Street
305 N 17 th Street	424 N 17 th Street
307 N 17 th Street	324 N 17 th Street
309 N 17 th Street	322 N 17 th Street
311 N 17 th Street	320 N 17 th Street
313 N 17 th Street	314 N 17 th Street
423 N 17 th Street	310 N 17 th Street
425 N 17 th Street	308 N 17 th Street
427 N 17 th Street	212 N 17 th Street
429 N 17 th Street	210 N 17 th Street
431 N 17 th Street	204 N 17 th Street - Rear
433 N 17 th Street	110 N 17 th Street - Front
435 N 17 th Street	112 N 17 th Street - Rear

The submittal deadline for quote is **Tuesday, June 2nd, 2020.**

Regards,
Venetia

Venetia Barnes

From: Venetia Barnes
Sent: Tuesday, May 19, 2020 1:45 PM
To: 'blakesleeelectric@aol.com'
Subject: North 17th Street Electrical Upgrades

Good afternoon,

The City of Fort Pierce will begin roadway improvements on North 17th Street from Orange Avenue to Avenue D. In conjunction, the Fort Pierce Utilities Authority will be under-grounding the electrical lines along North 17th as a part of the roadway reconstruction project. FPUA's work also includes burying of individual homes, which will require upgrades to their meter cans in order to meet current code. The City would like to proceed with acquiring a quote from your firm to obtain the electrical permit and perform the work. Due to the uncertainty of the work, we would like to request unit prices for the following

1. Meter-main combo
2. Upgrade from a 3-wire feeder to a 4-wire feeder between the meter and the electrical panel, unit prices to be provided for wire in the following categories: 10LF, 20LF, 30LF, 40LF and 50LF.
3. Upgrade from a 60Amp panel to a 200 Amp electrical panel
4. Cap the weather head/mast

The following are the residences:

West side of N 17 th Street	East side of N 17 th Street
207 N 17 th Street	434 N 17 th Street
211 N 17 th Street	432 N 17 th Street
217 N 17 th Street	430 N 17 th Street
301 N 17 th Street	428 N 17 th Street
305 N 17 th Street	424 N 17 th Street
307 N 17 th Street	324 N 17 th Street
309 N 17 th Street	322 N 17 th Street
311 N 17 th Street	320 N 17 th Street
313 N 17 th Street	314 N 17 th Street
423 N 17 th Street	310 N 17 th Street
425 N 17 th Street	308 N 17 th Street
427 N 17 th Street	212 N 17 th Street
429 N 17 th Street	210 N 17 th Street
431 N 17 th Street	204 N 17 th Street - Rear
433 N 17 th Street	110 N 17 th Street - Front
435 N 17 th Street	112 N 17 th Street - Rear

The submittal deadline for quote is **Tuesday, June 2nd, 2020.**

Regards,
Venetia

Venetia Barnes | Stormwater Engineer Manager | City of Fort Pierce
Engineering Department

Venetia Barnes

From: Venetia Barnes
Sent: Wednesday, May 20, 2020 5:44 PM
To: wirenutzinc@aol.com
Subject: North 17th Street Electrical Upgrades

Good afternoon,

The City of Fort Pierce will begin roadway improvements on North 17th Street from Orange Avenue to Avenue D. In conjunction, the Fort Pierce Utilities Authority will be under-grounding the electrical lines along North 17th as a part of the roadway reconstruction project. FPUA's work also includes burying of individual homes, which will require upgrades to their meter cans in order to meet current code. The City would like to proceed with acquiring a quote from your firm to obtain the electrical permit and perform the work. Due to the uncertainty of the work, we would like to request unit prices for the following

1. Meter-main combo
2. Upgrade from a 3-wire feeder to a 4-wire feeder between the meter and the electrical panel, unit prices to be provided for wire in the following categories: 10LF, 20LF, 30LF, 40LF and 50LF.
3. Upgrade from a 60Amp panel to a 200 Amp electrical panel
4. Cap the weather head/mast

The following are the residences:

West side of N 17 th Street	East side of N 17 th Street
207 N 17 th Street	434 N 17 th Street
211 N 17 th Street	432 N 17 th Street
217 N 17 th Street	430 N 17 th Street
301 N 17 th Street	428 N 17 th Street
305 N 17 th Street	424 N 17 th Street
307 N 17 th Street	324 N 17 th Street
309 N 17 th Street	322 N 17 th Street
311 N 17 th Street	320 N 17 th Street
313 N 17 th Street	314 N 17 th Street
423 N 17 th Street	310 N 17 th Street
425 N 17 th Street	308 N 17 th Street
427 N 17 th Street	212 N 17 th Street
429 N 17 th Street	210 N 17 th Street
431 N 17 th Street	204 N 17 th Street - Rear
433 N 17 th Street	110 N 17 th Street - Front
435 N 17 th Street	112 N 17 th Street - Rear

The submittal deadline for quote is **Tuesday, June 2nd, 2020.**

Regards,
Venetia

Venetia Barnes

From: Venetia Barnes
Sent: Tuesday, May 19, 2020 1:01 PM
To: applebeeelectric@bellsouth.net
Subject: North 17th Street Electrical Upgrades

Good afternoon,

The City of Fort Pierce will begin roadway improvements on North 17th Street from Orange Avenue to Avenue D. In conjunction, the Fort Pierce Utilities Authority will be under-grounding the electrical lines along North 17th as a part of the roadway reconstruction project. FPUA's work also includes burying of individual homes, which will require upgrades to their meter cans in order to meet current code. The City would like to proceed with acquiring a quote from your firm to obtain the electrical permit and perform the work. Due to the uncertainty of the work, we would like to request unit prices for the following

1. Meter-main combo
2. Upgrade from a 3-wire feeder to a 4-wire feeder between the meter and the electrical panel, unit prices to be provided for wire in the following categories: 10LF, 20LF, 30LF, 40LF and 50LF.
3. Upgrade from a 60Amp panel to a 200 Amp electrical panel
4. Cap the weather head/mast

The following are the residences:

West side of N 17th Street	East side of N 17th Street
207 N 17 th Street	434 N 17 th Street
211 N 17 th Street	432 N 17 th Street
217 N 17 th Street	430 N 17 th Street
301 N 17 th Street	428 N 17 th Street
305 N 17 th Street	424 N 17 th Street
307 N 17 th Street	324 N 17 th Street
309 N 17 th Street	322 N 17 th Street
311 N 17 th Street	320 N 17 th Street
313 N 17 th Street	314 N 17 th Street
423 N 17 th Street	310 N 17 th Street
425 N 17 th Street	308 N 17 th Street
427 N 17 th Street	212 N 17 th Street
429 N 17 th Street	210 N 17 th Street
431 N 17 th Street	204 N 17 th Street - Rear
433 N 17 th Street	110 N 17 th Street - Front
435 N 17 th Street	112 N 17 th Street - Rear

The submittal deadline for quote is **Tuesday, June 2nd, 2020.**

Regards,
Venetia

Venetia Barnes

From: Applebee Electric <applebeeelectric@bellsouth.net>
Sent: Thursday, May 21, 2020 11:32 AM
To: Venetia Barnes
Subject: Re: North 17th Street Electrical Upgrades

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good Morning,

Due to our contractual commitments we are unable to provide a quote for the below referenced project.

Thank you for considering our firm with this bid opportunity.

Kenneth E. Applebee
Vice - President
EC #0002956
JAK, Inc. d/b/a Applebee Electric
P. O. Box 15
Ft. Pierce, FL 34954-0015
O: (772) 466-7930
F: (772) 466-3765

On Tuesday, May 19, 2020, 01:01:19 PM EDT, Venetia Barnes <vbarnes@cityoffortpierce.com> wrote:

Good afternoon,

The City of Fort Pierce will begin roadway improvements on North 17th Street from Orange Avenue to Avenue D. In conjunction, the Fort Pierce Utilities Authority will be under-grounding the electrical lines along North 17th as a part of the roadway reconstruction project. FPUA's work also includes burying of individual homes, which will require upgrades to their meter cans in order to meet current code. The City would like to proceed with acquiring a quote from your firm to obtain the electrical permit and perform the work. Due to the uncertainty of the work, we would like to request unit prices for the following

1. Meter-main combo
2. Upgrade from a 3-wire feeder to a 4-wire feeder between the meter and the electrical panel, unit prices to be provided for wire in the following categories: 10LF, 20LF, 30LF, 40LF and 50LF.
3. Upgrade from a 60Amp panel to a 200 Amp electrical panel
4. Cap the weather head/mast

The following are the residences:

West side of N 17 th Street	East side of N 17 th Street
207 N 17 th Street	434 N 17 th Street
211 N 17 th Street	432 N 17 th Street
217 N 17 th Street	430 N 17 th Street
301 N 17 th Street	428 N 17 th Street
305 N 17 th Street	424 N 17 th Street
307 N 17 th Street	324 N 17 th Street
309 N 17 th Street	322 N 17 th Street
311 N 17 th Street	320 N 17 th Street
313 N 17 th Street	314 N 17 th Street
423 N 17 th Street	310 N 17 th Street
425 N 17 th Street	308 N 17 th Street
427 N 17 th Street	212 N 17 th Street
429 N 17 th Street	210 N 17 th Street
431 N 17 th Street	204 N 17 th Street - Rear
433 N 17 th Street	110 N 17 th Street - Front
435 N 17 th Street	112 N 17 th Street - Rear

The submittal deadline for quote is **Tuesday, June 2nd, 2020.**

Regards,

Venetia

Venetia Barnes | Stormwater Engineer Manager | City of Fort Pierce

Engineering Department

Phone: 772.467.3783 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

[Website](#) | [Facebook](#) | [Survey](#)





3504 Fontaneda Ave.
Ft. Pierce, FL 34947
Phone# 772-466-0500
Fax# 772-466-0590
wirenutzinc@aol.com
www.wirenutzinc.com

Proposal

6/2/2020

City Of Fort Pierce
City Clerk's Office
PO Box 1480
Fort Pierce, FL 34954-1480

RE: North 17th St Improvements
Cover Sheet

	Qty.	\$/hr	Total
--	------	-------	-------

This cover sheet will encompass all thirty one properties that we have quoted. Breakdown of each individual proposal was turned in separately.

Pricing is as follows:

Total Cost For 17th St Project	*****	47366.00
10% Contingency Fee	*****	4,736.60
Permit Fees (\$100.00 x 31)	31	100.00 3,100.00

Total Estimated Amount \$55,202.60

Authorized Signature _____

City Commission Regular Meeting

11. f.

Meeting Date: 06/15/2020

Re: Agreement for Easements

Submitted For: Pete Sweeney, City Attorney, City Attorney

SUBJECT:

Approval of Agreement for Easements by the City on behalf of FPUA with Mr. Joey Miller.

SUMMARY:

Mr. Miller intends to construct a quality entrance road built to county specifications for his corner property at Jenkins Road and Orange Avenue. The road will run by and accommodate FPUA's substation.

In exchange for the quality driveway road, the FPUA has granted a 20 foot easement over its property to achieve the required county width of 100 feet. Construction of the road is consideration for the grant of the easement for road use.

RECOMMENDATION:

Approve the agreement for easements.

ALTERNATIVES:

Do not approve the agreement for easements.

RESPONSIBLE STAFF:

Peter J. Sweeney, City Attorney

COORDINATED WITH:

Nick Mimms, City Manager
Jack Andrews, City Engineer

Fiscal Impact

OTHER INFORMATION:

Not Applicable.

Attachments

Easement Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Pete Sweeney	06/09/2020 09:10 AM
City Manager	Nick Mimms	06/09/2020 12:49 PM
Form Started By: Pete Sweeney		Started On: 06/09/2020 08:26 AM

Final Approval Date: 06/09/2020

FEE, YATES & FEE, PLLC

A Partnership of Professional Corporations

ATTORNEYS AT LAW

SINCE 1905

426 AVENUE A
FORT PIERCE, FLORIDA 34950
TELEPHONE (772) 461-5020
FACSIMILE (772) 468-8461

400 NW 2ND STREET
OKEECHOBEE, FLORIDA 34972
TELEPHONE (863) 763-3131
FACSIMILE (863) 763-1031

FEE & FEE, PLLC
FRANK H. FEE, III
FRANK "HANK" FEE, IV
E. CLAYTON YATES, P.A.
E. CLAYTON YATES

FRED FEE (1888-1939)
FRANK FEE (1913-1983)

PLEASE REPLY TO FORT PIERCE

RECEIVED

MAY 26 2020

CITY ATTORNEY

JOHN D. CASSELS, JR., P.A.
JOHN D. CASSELS, JR.
OF COUNSEL
PATRICIA L. DIAZ, PLLC
PATRICIA L. DIAZ
OF COUNSEL

Writer's Email:
ffee@feyateslaw.com

May 20, 2020

Peter J. Sweeney, Esq.
City of Fort Pierce Attorney
100 North U.S. 1
Fort Pierce, FL 34950
Via Hand Delivery

RE: FPUA Easement for Entry Road

Dear Peter:

I am sending in your care an original Agreement for Easements by the City on behalf of the FPUA with Joey Miller. Joey intends to construct a quality entrance road built to county specifications for his corner property at Jenkins Road and Orange Avenue. The road will run by and accommodate the UA's substation, as well.

In exchange for the quality driveway road, the UA has granted a 20 foot easement over its property to achieve the required county width of 100 feet. Construction of the road is consideration for the grant of easement for road use.

Bo Hutchinson at FPUA has approved the concept and Koby Koblegard has signed off on the form. Signing by you and the Mayor will be necessary for effectiveness. Please get this handled, if possible.

As always, I appreciate your assistance.

Very truly yours,

Frank H. Fee, III

FHF:llb
Enc.

This Instrument Prepared By:
Frank H. Fee, III, Esq.
FEE, YATES & FEE, PLLC
426 Avenue A
Fort Pierce, Florida 34950

AGREEMENT FOR EASEMENTS

THIS AGREEMENT FOR EASEMENTS dated this ____ day of _____, 2020, (“Agreement”) is by and between **THE CITY OF FORT PIERCE, a municipal corporation, for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY**, whose address is 206 South Sixth Street, Fort Pierce, Florida, 34950 (“FPUA”) and **JOSEPH G. MILLER, as Trustee of the JOSEPH G. MILLER REVOCABLE LIVING TRUST dated October, 2, 1986, as amended**, whose address is 5500 Orange Avenue, Fort Pierce, Florida, 34947 (“Miller”).

W I T N E S S E T H:

WHEREAS, at an earlier time, Miller owned all of the following described parent parcel of real property, to-wit:

The Northwest 1/4 of the Southwest 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPTING therefrom the rights-of-way of Orange Avenue and Jenkins Road, St. Lucie County, Florida (“Miller Parcel”); and

WHEREAS, Miller sold and conveyed for the benefit of FPUA from the described Miller Parcel, the following described parcel, to-wit:

A parcel of land being the East 230 feet of the West 270 feet of the North 190.26 feet of the South 270.26 feet of the following described parcel:

The Northwest 1/4 of the Southwest 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPTING therefrom the rights-of-way of Orange Avenue and Jenkins Road, St. Lucie County, Florida (“FPUA Parcel”); and

WHEREAS, Miller intends to build an access road over the South 80 feet of the Miller Parcel which will abut the FPUA parcel along its South line; and

WHEREAS, in order to build a quality access road, St. Lucie County requires total right-of-way width of 100 feet, and the amount of available right-of-way to Miller, Southerly of the FPUA Parcel is 80 feet, resulting in a right-of-way width deficiency of 20 feet; and

WHEREAS, Miller has requested of FPUA a grant of easement and right-of-way over and upon the South 20 feet of the FPUA Parcel in order to achieve the right-of-way dimensions required for construction according to St. Lucie County specifications; and

WHEREAS, FPUA is agreeable to the grant requested by Miller in exchange for Miller's grant to FPUA of an easement for ingress, egress and access over and upon the 100 foot access road property having a width of 100 feet.

NOW, THEREFORE, in consideration of the premises above set forth, and the covenants herein contained, the parties agree as follows:

1. FPUA hereby gives and grants to Miller, his successors and assigns, a right-of-way and easement over and upon the South 20 feet of the FPUA Parcel for entry road purposes with the expectation Miller will construct such entry road to St. Lucie County road specifications.

2. In reciprocal fashion, Miller gives and grants to FPUA a reciprocal easement and right-of-way for ingress and egress and over the South 80 feet of the Miller parcel, bounded on the West by right-of-way for Jenkins Road and on the East by an extension Southerly of the East line of the FPUA Parcel, terminating at the South line of the Miller Parcel.

TO HAVE AND TO HOLD these Easements as appurtenant to the Miller Parcel and the FPUA parcel forever.

IN WITNESS WHEREOF, the parties have executed this Agreement for Easements the day and year first above written.

WITNESSES:

Printed Name: _____

Printed Name: _____

Lisa L. Bolton
Printed Name: Lisa L. Bolton

Hope R. Potts
Printed Name: Hope R. Potts

Approved as to Form and Content:

By: _____
City Attorney

CITY OF FORT PIERCE, for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY

By _____
LINDA HUDSON, MAYOR

Joseph G. Miller
JOSEPH G. MILLER, individually, and as Trustee of the JOSEPH G. MILLER REVOCABLE LIVING TRUST dated October, 2, 1986, as amended

Approved as to Form and Content:

By: R N K
Fort Pierce Utilities Authority Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me, by means of physical appearance, this _____ day of _____, 2020, by **LINDA HUDSON, as Mayor of the CITY OF FORT PIERCE, for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY**, who is personally known to me or provided _____ as identification, and who did not take an oath.

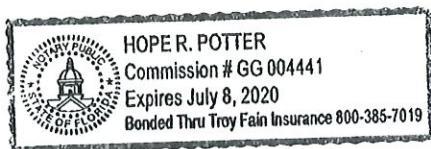
_____, Notary Public

My Commission Expires:

My Commission Number:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me, by means of physical appearance, this 27th day of April, 2020, by **JOSEPH G. MILLER, individually and as Trustee of the JOSEPH G. MILLER REVOCABLE TRUST dated October 2, 1986, as amended**, who is personally known to me and who did not take an oath.



Hope R. Potter
Hope R. Potter, Notary Public

My Commission Expires:

My Commission Number:

City Commission Regular Meeting

12. a.

Meeting Date: 06/15/2020

Re: 20-013 BTR Fees

SUBJECT:

Ordinance 20-013 reducing Business Tax Receipt fees by 5% for the next two years.

SUMMARY:

Florida Statutes Section 205.0535(4) provides that municipalities and counties may, every other year, increase or decrease by ordinance the rates of business taxes by up to 5 percent. However, an increase must be enacted by at least a majority plus one vote of the governing body; and

At the City Commission regular meeting of May 18, 2020, the Mayor and City Commission directed the City Clerk to prepare the ordinance to DECREASE business tax receipt fees for 2020.

RECOMMENDATION:

Adopt Ordinance 20-013

ALTERNATIVES:

Adopt with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

Estimated reduction in annual revenues of approximately \$13,700.00.

Attachments

20-013

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/07/2020

Reviewed By

Nick Mimms

Date

06/07/2020 09:28 AM

Started On: 06/02/2020 02:59 PM

ORDINANCE NO. 20-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, BUSINESS TAX, SECTION 9-30, FEES, TO PROVIDE FOR **A 5% DECREASE IN BUSINESS TAX FEES** FOR BUSINESSES, PROFESSIONS, OR OCCUPATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 205.042 allows the governing body of an incorporated municipality to levy by resolution or ordinance, a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction; and

WHEREAS, under Florida Statutes Section 205.0535, by October 1, 2008 a municipality that has adopted by ordinance a local business tax after October 1, 1995, may reclassify and may establish new rate structures for businesses, professions, and occupations provided certain conditions are met under said statute; and

WHEREAS, an Equity Study Commission, as required by Florida Statutes Section 205.0535(2) was established by the City Commission; and the Equity Study Commission met on July 1, 2008, and by motion recommended a 10% initial increase in the business tax fee and then a 5% increase every 2 years thereafter; and

WHEREAS, Florida Statutes Section 205.0535(4) municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. However, an increase must be enacted by at least a majority plus one vote of the governing body; and

WHEREAS, at the City Commission regular meeting of May 18, 2020, the Mayor and City Commission directed the City Clerk to prepare the ordinance to DECREASE business tax receipt fees for 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 9, Article II, Business Tax, Section 9-30, Fees, is hereby amended as follows:

The amount which shall be paid by the several persons engaging in or managing their respective businesses, professions or occupations are hereby fixed as follows per annum, unless otherwise provided.

A

(1)	ABSTRACTORS of TITLE from PUBLIC RECORDS	133.71	<u>127.02</u>
(2)	ACCOUNTANTS or AUDITORS (CPA's) (Requires Dept. of Business and Professional Regulation License)	133.71	<u>127.02</u>
(3)	ADULT LIVING FACILITY (See 158 - Nursing Homes)		
	ADVERTISING:		
	a. Agency	66.85	<u>63.51</u>
	b. Billboards or sign boards, either by permanent signs thereon or paper pasted on or attached thereto	93.59	<u>88.91</u>

	c.	Motor Vehicles, where charge is made by owners for attaching advertising matter on vehicle, per vehicle	26.74	<u>25.41</u>
	d.	Publishing or distributing advertising bulletins or handbills, not connected with licensed business	66.85	<u>63.51</u>
(4)		AGENTS or AGENCIES:		
	a.	Automobile (See 152 - Motor Vehicles)		
	b.	Booking (entertainment, shows, etc.)	93.59	<u>88.91</u>
	c.	Claims and collections other than bankers, lawyers, each	133.71	<u>127.02</u>
	d.	Credit reporting and mercantile	133.71	<u>127.02</u>
	e.	Employment	93.59	<u>88.91</u>
	f.	Equipment	66.85	<u>63.51</u>
	g.	Insurance (See 119 - Insurance)		
	h.	Labor or emigration (See 128 - Labor or Emigrant Agent)		
	i.	Modeling (Requires Dept. of Agriculture License)	66.85	<u>63.51</u>
	j.	Private detective (See 75 - Detective)		
	k.	Real Estate (See 188 - Real Estate Agency)		
	l.	Rentals: appliances and equipment (See 190 - Rental Business)		
	m.	Stevedoring company	133.71	<u>127.02</u>
	n.	Talent Agency (Requires Dept. of Agriculture License)	133.71	<u>127.02</u>
	o.	Trailers (See 152 - Motor Vehicles)		
	p.	Unclassified and not otherwise specified	66.85	<u>63.51</u>
(5)		ALCOHOLIC BEVERAGE ESTABLISHMENTS (BAR) not doing business as a restaurant, shall be licensed for sale of snacks and cold drinks served in connection herewith. (See Chapter 3)	26.74	<u>25.41</u>
(6)		AMUSEMENT MACHINES (See 59 - Coin-Operated Machines)		
(7)		ANIMAL GROOMING	66.85	<u>63.51</u>
(8)		ANIMAL HOSPITAL (See 126 - Kennels; Veterinarian)		
		ANSWERING SERVICE (See 222 - Telephone Answering Service)		
		APPRAISER (See 188 - Real Estate Agency)		
(9)		ARCADES		
	a.	Amusement Arcade - consisting of 3 - 49 devices	221.11	<u>210.05</u>
	b.	Arcade Amusement Center - consisting of 50 or more devices	607.75	<u>577.36</u>
(10)		ARCHITECTS, each (Requires Dept. of Business and Professional Regulation License)	133.71	<u>127.02</u>
(11)		ARTISTS or ART STUDIOS or ART GALLERIES or ARTS & CRAFTS	33.43	<u>31.76</u>
		ASSISTED LIVING FACILITY (See 158 - Nursing Homes)		
		ATMS (See 20 - Banks)		
(12)		ATTORNEYS AT LAW (Requires State Bar Card)	133.71	<u>127.02</u>
(13)		AUCTION SHOP (Requires Dept. of Business and Professional Regulations License)	133.71	<u>127.02</u>
(14)		AUCTIONEER (Regulations for conducting sales, etc. Chapter 9, Article III, Division 1, Sec. 9-46)	133.71	<u>127.02</u>
(15)		AUDITORS (See 2 - Accountants)		
(16)		AUTOMOBILES (See 152 - Motor Vehicles)		
(17)		AWNING AND TENT MAKING SHOP (See 141 - Manufacturers)		
		B		
(18)		BABY SITTING		
	a.	Five (5) or less children, non-relatives	40.11	<u>38.10</u>
	b.	More than five (5) children (See 51 - Child Care Centers)		
(19)		BAKERY (See 19 - Manufacturers)		

(20)	BANKS, state or national, trust companies, persons doing a banking business (Requires Dept. of Financial Services License)	267.41	<u>254.04</u>
	a. ATMs per location, excluding bank locations	133.71	<u>127.02</u>
	b. Credit Unions	267.41	<u>254.04</u>
(21)	BARBERSHOPS (Requires Dept. of Business and Professional Regulations License)		
	a. One chair	25.07	<u>23.82</u>
	b. Each additional chair	8.36	<u>7.94</u>
	BARS (See 5 - Alcoholic Beverage Establishments)		
(22)	BEAUTY COLLEGES (See 195 -Schools)		
(23)	BEAUTY SHOPS (Requires Dept. of Business and Professional Regulations License)		
	a. Hairdressers and manicurists, one operator	25.07	<u>23.82</u>
	b. Each additional operator	8.36	<u>7.94</u>
	c. Electrolysis	25.07	<u>23.82</u>
	d. Tanning Booths, each	33.43	<u>31.76</u>
	BED and BREAKFAST (See 149 - Motel and 42 - Cafes, Cafeterias and Restaurants)		
(24)	BEER PARLORS (See 5 - Alcoholic Beverage Establishments)		
(25)	BICYCLES, sales agency, rentals, and/or repairs	66.85	<u>63.51</u>
(26)	BILLIARDS or POOL TABLES, for profit, each table assembled	40.11	<u>38.10</u>
(27)	RESERVED		
(28)	BOATS:		
	a. Builder (See 141 - Manufacturers)		
	b. Charter boats, bottom fishing boats, sightseeing boats (Fees and regulations, Sec. 9-1)	46.80	<u>44.46</u>
	c. For Hire or Rent: canoe, row boat, motorboat, inboard or outboard motor (except as provided in Sec. 9-1), each boat	8.02	<u>7.62</u>
	d. Boat Repair (See 138 - Machine and Repair Shop)		
	e. Boat Sales	133.71	<u>127.02</u>
(29)	BONDS, CRIMINAL or BAIL, securing or furnishing for pay (Requires Dept. of Financial Service License)		
	a. Each agency, local or otherwise	133.71	<u>127.02</u>
	b. Each company	8.02	<u>7.62</u>
(30)	BOOKKEEPING SERVICE, manual or computerized	66.85	<u>63.51</u>
(31)	BOOKS AND STATIONERY (See 145 - Merchants)		
(32)	BOOTBLACK STANDS (Location designated by City Planner)	13.41	<u>12.74</u>
(33)	BOTTLING WORKS or CARBONATED BEVERAGES:		
	a. Including one delivery truck	83.57	<u>79.39</u>
	b. Each additional truck	41.80	<u>39.71</u>
	c. Wholesale distributors (See 141 - Manufacturers)		
(34)	BOWLING ALLEYS	40.11	<u>38.10</u>
(35)	BROADCASTING STATIONS	93.59	<u>88.91</u>
(36)	BROKERS:		
	a. Commodities-includes gold and silver (Requires Dept. of Revenue License)	401.12	<u>381.06</u>
	b. Insurance (Requires Florida Dept. of Insurance License)	133.71	<u>127.02</u>
	c. Lumber and lumber products	133.71	<u>127.02</u>
	d. Merchandise	133.71	<u>127.02</u>
	e. Mortgages or loans	133.71	<u>127.02</u>
	f. Not otherwise specified	133.71	<u>127.02</u>
	g. Produce, dealing in fruits and vegetables	200.56	<u>190.53</u>
	h. Produce, dealing in fruits or vegetables	133.71	<u>127.02</u>
	i. Stocks and bonds	133.71	<u>127.02</u>

- (37) BUILDERS (See 67 - Contractors)
- (38) BUILDING and LOAN ASSOCIATIONS (See 20 - Banks)
- (39) BUSINESS SCHOOLS (See 195 - Schools)
- BUY HERE PAY HERE FINANCING (See 148 Money Brokers/Lenders)

C

- (40) CABINET SHOPS (See 141 - Manufacturers)
- (41) CABLE TELEVISION SALES OFFICE 93.59 88.91
- (42) CAFES, CAFETERIAS, and RESTAURANTS (Requires Dept. of Business and Professional Regulation License)
 - a. Minimum - 10 seats or less 46.72 15.88
 - b. First 25 Seats, per Seat (25 = \$42.00) 4.68 1.60
 - c. Over 25 Seats, per Seat 0.84 0.80
- CAMPGROUNDS (See 229 -Trailer or Auto Camps)
- (43) CANNING (See 141 - Manufacturers)
- CANOE RENTALS (See 28 - Boats)
- (44) CAR WASH, self service, automatic, mobile and detailing 93.59 88.91
- CARPET INSTALLERS (See 236 - Unclassified)
- (45) RESERVED
- (46) CARTOONISTS (See 11 - Artists)
- (47) CATERING, furnishing food and service for social affairs (Requires Dept. of Business and Professional Regulation License) 93.59 88.91
- (48) CEMENT BLOCKS (See 141 - Manufacturers and/or 232 - Truck and Vehicles)
- (49) CEMETERIES, operated for profit 433.71 127.02
- (50) CHECK CASHING (Requires Dept. of Financial Service License) 200.56 190.53
- (51) CHILD CARE CENTERS, more than five (5)children, non-relatives. See Florida Statutes § 402.301 (Requires Fl. Dept. of Children & Families Certificate) 66.85 63.51
- (52) CHIROPODISTS, each (Requires Dept. of Health License) 433.71 127.02
- (53) CHIROPRACTORS, each (Requires Dept. of Health License) 433.71 127.02
- (54) RESERVED
- (55) RESERVED
- (56) CITRUS FRUIT SHIPPERS, places where orders for fruit are taken and are filled or shipped (excluding packing houses), novelty items may be sold. 66.85 63.51
- (57) CIVIL ENGINEER (See 83 - Engineers)
- CLAIRVOYANT (See 98 - Fortuneteller, Palmist and Clairvoyant)
- (58) CLEANING SERVICE, carpet, janitor, maid, window, house, mobile homes (for automobiles, see Car Wash) 33.43 31.76
- CLINIC (See 112 - Hospitals, Sanitariums)
- (59) COIN-OPERATED MACHINES or DEVICES
 - a. Operator (See Sec. 9-135) 66.85 63.51
 - b. Automatic music machines (See Sec. 9-131 et. seq) 6.69 6.35
 - c. Automatic skill and amusement machines (See Sec. 9-131 et. seq) no more than 2 machines 6.69 6.35
 - d. Game room 93.59 88.91
 - e. Radio or Television, per unit 3.34 3.17
 - f. Vending machines, except cigarette and postage stamp machines, the owners of which shall furnish to the city clerk a complete list of the locations and type of each vending machine 6.69 6.35
 - g. Weighing machines, each 8.36 7.94
 - h. Transfer coin-operated license sticker from machine to machine. 4.34 1.28
 - i. Pool table-not coin operated. (See Billiards or Pool Tables)

	(Where the machine in "f" is a newspaper vending machine, or where the entire receipts from machines in "f" and "g" are used for charitable purposes only, including the purposes of churches and nonprofit organizations, which organization is a local organization and it maintains such machines on its premises, the license and transfer fee per machine shall be exempt upon application and filing of a list of the locations and type of vending machine on the premises with the city clerk.)		
(60)	COLD DRINKS, CANDIES, MILK, ICE CREAM, CRACKERS, WRAPPED SANDWICHES, BREAD, PASTRIES and SNACKS. ex: bar with snacks		
	a. In addition to another license (Requires Dept. of Agriculture License)	26.74	<u>25.41</u>
(61)	COLLECTION AGENCY (See 4 - Agents or Agencies)		
(62)	COMPUTER SERVICE/INTERNET SALES	93.59	<u>88.91</u>
	a. Computer programming	133.71	<u>127.02</u>
	b. Writing computer software	200.56	<u>190.53</u>
	c. Repair	93.59	<u>88.91</u>
(63)	RESERVED		
(64)	CONCRETE MIXER TRUCKS, each truck (also See 141 - Manufacturers)	66.85	<u>63.51</u>
(65)	CONSULTANTS, bonds, business, computer, et al.	133.71	<u>127.02</u>
(66)	CONSULTING ENGINEER. (See 83 - Engineers)		
(67)	CONTRACTORS, general or specialty (Requires Dept. of Business and Professional Regulation License) (See also: 80 - Electrical, 103 - Gas; 179 - Plumbing) Must present city competency card, Sec. 5-36	133.71	<u>127.02</u>
(67.5)	COUNSELORS (See 184 - Professions)		<u>0.00</u>
(68)	CREDIT BUREAUS, persons or agents thereof, operating within the city supplying information or collecting accounts for members or others	133.71	<u>127.02</u>
(69)	COURT REPORTERS CPA (See 2 - Accountant) CREMATIONS (Pet only - See 236 - Unclassified)	133.71	<u>127.02</u>
	D		
(69.5)	DAIRY PRODUCTS & DISTRIBUTORS (See 146 - Milk)		
(70)	DANCE HALL	133.71	<u>127.02</u>
(71)	DANCING SCHOOLS or DANCING INSTRUCTION (See 195 - Schools)		
(72)	RESERVED		
(73)	DELICATESSAN and/or TAKE OUT SERVICE (Requires Dept. of Business and Professional Regulation License)	25.07	<u>23.82</u>
	DENTAL LABORATORIES (See 129 - Laboratories)		
(74)	DENTISTS, each (Requires Dept. of Health License)	133.71	<u>127.02</u>
(75)	DETECTIVE, private (Must be duly licensed by the state prior to the issuance of a business tax and said state license must be in full force and effect and upon revocation or suspension of the state license, the city business tax will terminate.)	133.71	<u>127.02</u>
(76)	DIRECTORY, public, for profit DISTRIBUTORS (See 208 - Storage, 232 - Trucks, and/or 145 - Merchant; wholesale)	66.85	<u>63.51</u>
	DOJO (See 195 - Schools, Martial Arts)		
(77)	DRAFTSMEN, DRAFTING ENGINEERS (See 83 - Engineers) DRILLING (See 249 - Well Drillers)		
(78)	DRIVE-INS (See 42 - Cafes and Cafeterias; Theaters)		
(79)	DRY CLEANERS	66.85	<u>63.51</u>

	a. Each pick up station	43.38	<u>12.71</u>
	E		
(80)	ELECTRICAL CONTRACTORS (Requires Dept. of Business and Professional Regulation License)	433.71	<u>127.02</u>
(81)	ELECTRICAL LIGHT or POWER COMPANIES, furnishing light and power in the city (By authority of City Commission only)		
(82)	ELECTROLYSIS (See 23 - Beauty Shops)		
	EMPLOYMENT (See 4 - Agents or Agencies)		
(83)	ENGINEERS (Requires Dept. of Business and Professional Regulation License)	433.71	<u>127.02</u>
(84)	ENGRAVERS, Photo each	433.71	<u>127.02</u>
	EQUIPMENT (See 4 - Agents or Agencies)		
	EVENT PLANNER (See 236 - Unclassified)		
(85)	EXERCISE CLUBS and CLINICS (See 111 - Health Studios)		
(86)	RESERVED		
(87)	EXPRESS COMPANIES	267.44	<u>254.04</u>
(88)	EXTERMINATORS: (Requires Dept. of Business and Professional Regulation License)		
	a. Including one truck	66.85	<u>63.51</u>
	b. Each additional truck	33.43	<u>31.76</u>
	F		
(89)	FILLING STATION:		
	a. One gasoline nozzle installed	58.51	<u>55.58</u>
	b. Each additional nozzle (or each grade of gasoline) installed. Accessories incidental to such business permitted without extra charge (See Sec. 9-321 et. seq.) Requires Dept. of Environmental Protection License	8.36	<u>7.94</u>
(90)	FINANCE COMPANIES (See 148 - Money Lenders)		
(91)	FIRE and BANKRUPT SALES, etc.		
	a. For stock less than \$5,000.00 value	334.27	<u>317.55</u>
	b. For each additional \$1,000.00 value (For requirement of affidavit of stock, See Sec. 9-22)	33.43	<u>31.76</u>
(92)	RESERVED		
(93)	FISH MARKET: (Requires Dept. of Agriculture License - Seafood Dealer's License Tax - Florida Statutes Chapter 370)		
	a. Retail	66.85	<u>63.51</u>
	b. Wholesale	433.71	<u>127.02</u>
(94)	FISH PEDDLER (Requires Florida Fish and Wildlife License (Peddlers and Markets)	66.85	<u>63.51</u>
(95)	FISHING, salt water (See 28 - Boats)		
(96)	FLEA MARKET (See Sec. 9-176 et seq)	267.44	<u>254.04</u>
	a. Tenant of the flea market operating a stall, unit, section space or booth	20.07	<u>19.06</u>
	FLOORING, INSTALLERS (See 236 - Unclassified; includes laminate, vinyl, carpet, concrete polishing)		
(97)	FLORIST SHOP (See 145 - Merchants)		
(98)	FORTUNETELLER, PALMIST & CLAIRVOYANT, etc.	200.56	<u>190.53</u>
(99)	FRUIT PACKING HOUSES (See 163 - Packinghouse and/ or 36 -Brokers)		
(100)	FUNERAL HOME (Requires Dept. of Business and Professional Regulation License)	433.71	<u>127.02</u>
	FURNITURE (See 190 - Rental Business or Merchants)		
	G		
(101)	GARAGES (See 138 - Machine and Repair Shop)		
(102)	GARBAGE HAULING, for profit. (By authority of City Commission only.) Regulatory provisions see Chapter 16		

(103)	GAS: (Requires Dept. of Agriculture License)		
	a. Contractors, installing containers, piping, fixtures and appliances:		
	1 Not connected with other business	433.71	<u>127.02</u>
	2 When connected with other business	80.23	<u>76.22</u>
	(Not transferable. Liquefied petroleum gas contractors must present state license with application. All applicants must be approved by contractor licensing board as provided in Sec. 8-24)		
	b. Distributors:		
	1 Not connected with other business.	433.71	<u>127.02</u>
	2 When connected with other business. Not transferable. (Must present state license with application. Must be approved by contractor licensing board as provided in Sec. 8-24)	406.96	<u>101.62</u>
(104)	GASOLINE, retail (See 89 - Filling Stations)		
	a. Jobbing or wholesale	300.84	<u>285.79</u>
(105)	GOLD, SILVER and NICKEL PLATING (See 141 - Manufacturers)		
(106)	GOLF:		
	a. Driving ranges or practice courses	66.85	<u>63.51</u>
	b. Miniature	66.85	<u>63.51</u>
(107)	GREASE and OIL SALVAGE COLLECTION (Requires Dept. of Agriculture License)	433.71	<u>127.02</u>
	GROOMERS (See 7 - Animal Grooming)		
(108)	RESERVED		
(109)	GYM (See 111 - Health Studios)		
(109)	RESERVED		
	H		
(110)	HANDYMAN (Household Repairs not requiring a permit; must comply with Lawn Service Notice Sec. 16-27)	66.85	<u>63.51</u>
(111)	HEALTH STUDIOS (See Florida Statutes Chapter-501.012-501.019) (Requires Dept. of Agriculture License)	93.59	<u>88.91</u>
	HOME INSPECTORS (See 184 - Professions)		
	HOMEMAKER & COMPANION SERVICES PROVIDER (See 236 Unclassified)		
(112)	HOSPITALS, SANITARIUMS, other like institutions operated for profit	433.71	<u>127.02</u>
	a. Home Health Care Services	433.71	<u>127.02</u>
	b. Medical Clinics, Offices, etc.	433.71	<u>127.02</u>
(113)	HOTELS		
	(Requires Dept. of Business and Professional Regulation License - Florida Statutes § 509.271)		
	a. Five (5) rooms or less		<u>0.00</u>
	b. Six (6) rooms	46.72	<u>15.88</u>
	c. Each additional room	0.84	<u>0.80</u>
	(Business tax must be taken on all rooms whether used or unused. If operated under European plan, must take restaurant license in addition.)		
(114)	HOUSE MOVERS (Must submit City Competency Card) (Permit must be obtained from City Manager before moving house on or across street. Must furnish bond, acceptable to director of finance in amount of \$1000.00)	93.59	<u>88.91</u>
(115)	RESERVED		
	I		
(116)	ICE:		
	a. Delivery	26.74	<u>25.41</u>
	b. Factories and plants. (See 141 - Manufacturers)		

	c. Sales station (wholesale or retail) Does not include delivery from truck	26.74	<u>25.41</u>
(117)	ICE CREAM: (Requires Dept. of Agriculture or DPBR License)		
	a. Manufacturers, wholesale and retail:		
	1 Including one truck	83.57	<u>79.39</u>
	2 Each additional truck	41.80	<u>39.71</u>
	b. Parlor of soda fountain		
	1 Not connected with other business	40.11	<u>38.10</u>
	2 When connected with other business.	26.74	<u>25.41</u>
	(If plate lunches or hot food is served, a restaurant license is also required. See 42 - Cafes, Cafeterias and Restaurants)		
(118)	ICE CREAM PEDDLERS: (Requires Dept. of Agriculture or DBPR License)		
	a. Each vehicle	133.71	<u>127.02</u>
	(It shall be unlawful for any person to engage in or manage the business of vending, hawking, peddling, selling or offering for sale at retail to consumers upon any public street, alley, public place or highway within the city from any vehicle driven by power or otherwise, any ice cream, until he has first obtained a certificate of approval from the health officer of the county, and been issued a receipt by the City Clerk)		
			<u>0.00</u>
(118.5)	IMPORT / EXPORT (See 145 - Merchant)		<u>0.00</u>
(119)	INSURANCE, AGENTS, ADJUSTERS, COMPANIES: (Requires Florida Dept. of Insurance)	66.85	<u>63.51</u>
(120)	INTERIOR DECORATORS	133.71	<u>127.02</u>
	INTERNET SALES (See 62 - Computer Services/Internet Sales)		
	IRRIGATION (See 131 - Landscape Contractor)		
(121)	ITINERANT MERCHANTS, VENDORS (See Sec. 9-76 et seq.)		
	J		
(122)	JANITORIAL SERVICE (See 58 - Cleaning Service)		
(123)	JEWELRY and WATCH REPAIRING:		
	a. Not connected with other business	53.49	<u>50.81</u>
	b. Additional to jewelry store		
(124)	JOBBERs, WHOLESALE or MANUFACTURERS:		
	a. Not local, selling and/or delivering from trucks (See 232 - Trucks)		
	b. If local, see Merchants or Manufacturers		
(125)	JUNK SHOPS and DEALERS	200.56	<u>190.53</u>
	Junk, old trash, rags, metal, rubber, etc. including those gathering about the city in trucks. (Location must be approved by City Manager before license is issued)		
	Secondhand Goods, See Article VI, Sec. 9-151 et seq.		
ca			
	K		
(125.5)	KARATE: (See 195 - Schools - Martial Arts)		
(126)	KENNELS - dog and animal	133.71	<u>127.02</u>
	KICKBOXING (See 195 - Schools - Martial Arts)		
(127)	KNIFE and SCISSORS SHARPENER	13.38	<u>12.71</u>
	L		
(128)	LABOR or EMIGRANT AGENTS-including anyone who, as agent for another, solicits or procures (migrant) workers within the city, whether to be employed in the city or elsewhere, except state and federal, also free agencies established by city manager	668.54	<u>635.11</u>
(129)	LABORATORIES: (Requires Dept. of Health License)		
	a. Chemical	133.71	<u>127.02</u>
	b. Clinical	133.71	<u>127.02</u>
	c. Dental	66.85	<u>63.51</u>

	d. Medical	433.71	<u>127.02</u>
	e. Optical	433.71	<u>127.02</u>
(130)	LANDSCAPE ARCHITECT, buying, selling, or moving plants, trees or doing general landscape business (Requires Dept. of Agriculture License)	433.71	<u>127.02</u>
(131)	LANDSCAPE CONTRACTOR (Requires Dept. of Agriculture License) General landscaping with irrigation system installation and maintenance. (Must submit City Competency Card)	433.71	<u>127.02</u>
(132)	LAUNDRIES:		
	a. Steam	433.71	<u>127.02</u>
	b. Automatic or self service	80.23	<u>76.22</u>
	c. Pick-up stations, each	43.38	<u>12.71</u>
(133)	LAWN SERVICE and CARE (must comply with Sec. 16-27)	93.59	<u>88.91</u>
(134)	LAWYERS (See 12 - Attorneys at Law)		
(135)	LIQUOR and LIQUOR PACKAGE STORES (See 145 - Merchants)		
(136)	LIVESTOCK DEALERS	433.71	<u>127.02</u>
(137)	LOCKSMITHS	25.07	<u>23.82</u>
	LONGSHOREMEN (See 4 - Agents or Agencies)		
	M		
(138)	MACHINE and REPAIR SHOPS: (Individually classified herein and referred to in this subsection, not licensed as an automobile agency, or under any item in this chapter, and permitted to carry stock of parts necessary and to be used only in making repairs in the shop licensed; if any portion of such stock is sold in any other manner, a merchant's receipt is required) Employing, including owner and operators:		
	a. Not exceeding three (3) persons	25.07	<u>23.82</u>
	b. Four (4) persons and not exceeding eight (8)	59.67	<u>56.69</u>
	c. Nine (9) persons and not exceeding twenty (20)	467.14	<u>158.78</u>
	d. More than twenty (20) persons	251.00	<u>238.45</u>
(138.3)	MAIL ORDER BUSINESS (See 236 - Unclassified)		
(138.5)	MANICURISTS (See 23 - Beauty Shops)		
(139)	MARINA - SALES of items incidental to boating and service (For boat sales, see 28 - Boats. For repair, see 138 - Machine and Repair Shop)	66.85	<u>63.51</u>
(140)	RESERVED		
(141)	MANUFACTURERS (May need Dept. of Agriculture License) Factories, classified individually in this article and referred to this subsection; permitted to manufacture and sell the products manufactured, when employing individuals, including owner and operators, actively engaged in such business.		
	a. Not exceeding three (3) persons	25.07	<u>23.82</u>
	b. Four (4) and not exceeding eight (8) persons	59.67	<u>56.69</u>
	c. Nine (9) persons and not exceeding twenty (20)	467.14	<u>158.78</u>
	d. More than twenty (20) persons	251.00	<u>238.45</u>
(142)	MARBLE:		
	a. Monument and stone rutting	66.85	<u>63.51</u>
	b. Dealer with stock (See 145 - Merchants or 141 - Manufacturers)		
(142.5)	MARTIAL ARTS STUDIO or SCHOOL (See 195 - Schools)		
	MASSAGE THERAPISTS (See 184 - Professions)		
(143)	MASSEURS	66.85	<u>63.51</u>
(144)	MEAT: (Requires Dept. of Agriculture License)		
	a. Wholesale dealer	433.71	<u>127.02</u>
	b. Markets, fresh, wholesale or retail, forty-four (\$ 0.44) cents per cubic foot of refrigerated or cooled display or storage space or as follows:		
	1 Minimum charge.	40.11	<u>38.10</u>

	2 Maximum charge	93.59	<u>88.91</u>
	(Not included in merchant's receipt. Must comply with sanitary requirements)		
	MECHANIC (See 138- Machine/Repair shop)		
(144.5)	MEDICAL CLINIC: (See 112 - Hospitals)		
(145)	MERCHANTS: (See also 121 - Itinerant Merchant)		
	a. Retail or wholesale merchants, one location, with an average value of stock goods carried as follows:		
	1 Not exceeding \$10,000.00	25.07	<u>23.82</u>
	2 Over \$10,000.00 but not exceeding \$30,000.00	41.80	<u>39.71</u>
	3 Over \$30,000.00 but not exceeding \$50,000.00	83.57	<u>79.39</u>
	4 Over \$50,000.00	364.65	<u>346.42</u>
	(For provisions relating to affidavit as to value of stock, see Sec. 9-22)		
(146)	MILK and DAIRY PRODUCTS DISTRIBUTORS:		
	a. Wholesale or retail, one truck	83.57	<u>79.39</u>
	b. Each additional truck	41.80	<u>39.71</u>
	(For regulations on production and sales, see F.S. Chapter 502)		
	MINIATURE GOLF (See 106 - Golf)		
(147)	MOBILE HOME PARKS:		
	a. Minimum	150.42	<u>142.90</u>
	b. Per mobile home space	4.34	<u>1.28</u>
	(See Florida Statutes § 205.043)		
(147.5)	MOBILE REPAIR (See 191 - Repair and Service Men)		
	MODELING (See 4 - Agent)		
(148)	MONEY BROKERS or LENDERS (Requires Dept. of Financial Service License)		
	a. Loaning or advancing money for real or personal property; such as lending or advancing money on motor vehicles	275.05	<u>261.30</u>
	b. Salary buyers, and all persons (except banks or bankers) taking, buying or selling assignments of or contracts for the purchase, sale, transfer or assignment of wages or salaries, earned or to be earned in the future, by any other person.	300.84	<u>285.79</u>
(149)	MOTELS/SHORT TERM RENTALS: (Requires Division of Hotel/Motel, F.S. Chapter 509.271)		
	a. Ten (10) units or less	41.80	<u>39.71</u>
	b. Each additional unit	5.03	<u>4.78</u>
(150)	MOTION PICTURE and VIDEO RENTAL LIBRARY	66.85	<u>63.51</u>
(151)	MOTOR CYCLE / MOTOR SCOOTER, sales and service	66.85	<u>63.51</u>
(152)	MOTOR VEHICLES: (Requires State Dealership License)		
	a. Dealers in automobiles, trucks or tractors carrying in stock repair pads to serve lines or makes handled, dealing in secondhand cars taken in exchange on sales of new cars and conducting a repair shop including upholstering, painting metal body and fender straightening and other such service, any or all, or a combination of such services:		
	1 Conducted from one location	133.71	<u>127.02</u>
	2 For each additional location for sale of cars taken in exchange on sales of new cars	83.57	<u>79.39</u>
	3 Each auto wrecking service truck in excess of one	46.72	<u>15.88</u>
	b. Rental service (See 190 - Rental Business)		
	c. Secondhand dealers, trading, buying and selling secondhand autos, trucks or tractors, for each location	133.71	<u>127.02</u>
	d. Trailers, dealers or sales agencies	133.71	<u>127.02</u>
	e. Wrecker service: (See provisions Article IX)		
	1 One truck	58.51	<u>55.58</u>
	2 Each additional truck	46.72	<u>15.88</u>

	f. For the following auto service shops, see 138 - Machine & Repair Shops: Machine shop, painting, radiator repair, tire and tube repairing, top and upholstery.		
	MUSIC SCHOOLS (See 195 - Schools)		
(153)	MUSIC STUDIOS, recording, productions, practice	433.71	<u>127.02</u>
	N		
(154)	NATUROPATHS, each (Requires Dept. of Health License)	433.71	<u>127.02</u>
(155)	NEWSPAPERS:		
	a. Published less than six (6) times per week	433.71	<u>127.02</u>
	b. Published six (6) or more times per week	267.41	<u>254.04</u>
	c. Circulation agency	66.85	<u>63.51</u>
(156)	NEWSSTANDS (See 145 - Merchants)		
	NURSE (See 184 - Professions)		
	NURSE REGISTRY (See 112a - Home Health Agency)		
(157)	NURSERY - shrubs, trees, plants, sod, etc. (Requires Dept. of Agriculture License)	406.96	<u>101.62</u>
(158)	NURSING HOMES (Requires Dept. of Children and Families Certification) - If meals are served, a restaurant receipt is required. See 42 - Cafes, Cafeterias, and Restaurants)	93.59	<u>88.91</u>
	a. Assisted living facility or adult congregate living facility	433.71	<u>127.02</u>
	O		
(159)	OFFICE SUPPLIES and FURNITURE (See 145 - Merchants)		
	OPTICAL LABORATORY (See 129 - Laboratories)		
(160)	OPTICIANS, each (Requires Dept. of Health License)	433.71	<u>127.02</u>
(161)	OPTOMETRISTS, each (Requires Dept. of Health License)	433.71	<u>127.02</u>
(162)	OSTEOPATHS, each (Requires Dept. of Health License)	433.71	<u>127.02</u>
	P		
(163)	PACKINGHOUSE, VEGETABLES, MEAT, etc. (Must comply with all sanitary regulations of the City and State and be open for inspection at all reasonable times)	300.84	<u>285.79</u>
(164)	PAINTERS (See 67 - Contractors)		
	PAINTING, auto body (See 138 - Machine and Repair Shops)		
(165)	PALMISTS (See 98 - Fortunetellers)		
(165.5)	PAPERHANGERS (See 67 - Contractors)		
(166)	PARALEGAL SERVICE	400.29	<u>95.27</u>
(167)	PARCEL DELIVERY	93.59	<u>88.91</u>
(168)	PARKING LOTS:		
	a. One to ten (10) cars	46.72	<u>15.88</u>
	b. Eleven (11) to thirty (30) cars	58.51	<u>55.58</u>
	c. Thirty-one (31) to sixty (60) cars	83.57	<u>79.39</u>
	d. Sixty-one (61) to one hundred (100) cars.	425.36	<u>119.09</u>
	e. One hundred one (101) cars and over	467.14	<u>158.78</u>
(169)	PAWNBROKERS (Requires Dept. of Agriculture License) (Not transferable; Subject to certain police regulations; See Article VI of this Chapter)	300.84	<u>285.79</u>
(170)	PEANUT VENDOR, on street, resident (must have permission from city manager)	26.74	<u>25.41</u>
(171)	PEDDLERS, SOLICITORS and VENDORS (Sec.9-76 et. Seq.)	433.71	<u>127.02</u>
(172)	PHOTO ENGRAVERS (See 84 - Engravers)		
(173)	PHOTOGRAPHERS, FERRO TYPES, CRAYON ARTISTS. See also Artists. Any person soliciting orders for above shall also comply with the provisions of Sec. 9-76 et seq. relating to peddlers, solicitors and canvassers	433.71	<u>127.02</u>
(174)	PHOTOGRAPHERS' SUPPLIES (See 145 - Merchants)		
(175)	RESERVED		

(176)	PHYSICIANS and SURGEONS, each (Requires Dept. of Health License)	433.71	<u>127.02</u>
	PHYSICIANS ASSISTANT (See 184 - Professions)		
(177)	PIANO TUNERS	53.49	<u>50.81</u>
(178)	PIPE FITTING (See 179 - Plumbers)		
(179)	PLUMBERS: (See Chapter 5, Article V)		
	a. Master	133.71	<u>127.02</u>
	b. Journeyman	93.59	<u>88.91</u>
(180)	POLYGRAPH TESTING	93.59	<u>88.91</u>
(181)	RESERVED		
	POOL CLEANING (See 236 - Unclassified)		
(182)	POOL TABLES (See 26 - Billiards)		
(182.5)	PRESSURE CLEANING (See 236 - Unclassified)		
(183)	PRINTING and/or PUBLISHING:		
	a. Not connected with other business	66.85	<u>63.51</u>
	b. In addition to another receipt	26.74	<u>25.41</u>
	PRIVATE DETECTIVE (See 75 - Detective)		
(184)	PROFESSIONS-as individually classified in this chapter:		
	a. One person	133.71	<u>127.02</u>
	b. Each additional person	133.71	<u>127.02</u>
	(Provided, no receipt shall be issued until lawful certificate, if required by state law, is presented to the city clerk)		
(185)	PROPERTY MANAGEMENT (See 188 - Real Estate)		
(186)	PSYCHOLOGIST or PSYCHIATRIST (Requires Dept. of Business and Professional Regulation License)	133.71	<u>127.02</u>
R			
(187)	RAILROAD COMPANIES, Whose track extends into or through the corporate limits of the city	501.41	<u>476.34</u>
(188)	REAL ESTATE AGENCY or REAL ESTATE BUSINESS or AGENCY:		
	a. Real Estate Office (must submit state license of qualifying broker)	83.57	<u>79.39</u>
	b. Reserved		
	c. Reserved		
	d. Land development management office or property manager, sales and rental (DBPR - CAM/CAB License Required)	58.54	<u>55.58</u>
	e. Appraisers	133.71	<u>127.02</u>
	RECREATIONAL VEHICLE PARKS (See 229 - Trailer or Auto Camp)		
(189)	REDUCING SALONS. (See 111 - Health Studios)		
(190)	RENTAL BUSINESS:		
	a. Cars, trucks, and recreational vehicles (Includes limousines, vans and heavy equipment)	133.71	<u>127.02</u>
	b. Appliances, furniture, household equipment, etc.	66.85	<u>63.51</u>
(191)	REPAIR and SERVICE MEN (See also 110 - Handyman)		
	a. With shop (See 138 - Machine and Repair Shop)		
	b. Without shop	66.85	<u>63.51</u>
(192)	RESTAURANTS (See 42 - Cafes, Cafeterias and Restaurants)		
(193)	RESERVED		
	RV SALES (See 152 - Motor Vehicles)		
S			
(194)	SANITARIUMS (See 112 - Hospitals)		
(195)	SCHOOLS:		
	a. Beauty college	133.71	<u>127.02</u>
	b. Business	66.85	<u>63.51</u>
	c. Colleges and universities	133.71	<u>127.02</u>
	d. Dance	66.85	<u>63.51</u>
	e. Martial arts	66.85	<u>63.51</u>
	f. Music	66.85	<u>63.51</u>

	g. Private	433.71	<u>127.02</u>
	h. Any other school facility not specified above	66.85	<u>63.51</u>
(196)	SCISSORS SHARPENERS (See 127 - Knife and Scissors Sharpener)		
(197)	SECONDHAND GOODS (See 145 - Merchants)		
(198)	SECRETARIAL SERVICES	40.44	<u>38.10</u>
(199)	SECURITY SYSTEMS or SERVICE: (Requires Dept. of Agriculture License)		
	a. Sales and service of systems	66.85	<u>63.51</u>
	b. Security guard service	93.59	<u>88.91</u>
(200)	SEPTIC TANK CLEANING, contractor (Equipment to comply with Health Department requirements; disposal shall be approved by City Manager)	433.71	<u>127.02</u>
(200.5)	SERVICE STATIONS (See 89 - Filling Stations)		
(201)	SEWING, DRESSMAKING, ALTERATIONS and MENDING	43.44	<u>12.74</u>
(202)	SHOE REPAIR SHOP (See 138 - Machine and Repair Shop)		
	SHORT TERM RENTALS (See 149 - Motel)		
(203)	SHOWS, events at civic center, amphitheater, auditoriums, etc.	93.59	<u>88.91</u>
(204)	SIGN PAINTERS (See 67 - Contractors)		
(205)	SKATING RINK (Prohibited in first fire district as provided in section 5-93)	433.71	<u>127.02</u>
(206)	SOLICITORS (See 171 - Peddlers, Solicitors, and Vendors)		
	SPAS (See 111 - Health Studio)		
(207)	STEVEDORING COMPANY, agency (See 4 - Agents or Agencies)		
(208)	STORAGE - Warehouses alone or with other business	66.85	<u>63.51</u>
(209)	STUDIO (See 11 - Artists; 195 - Schools; 153 - Music Studio)		
(210)	SUBCONTRACTORS (See 67 - Contractors)		
(211)	SURETY COMPANIES (See 119 - Insurance)		
(212)	SURGEONS (See 176 - Physicians)		
(213)	SURVEYORS, each (Requires Dept. of Business and Professional Regulation License)	433.71	<u>127.02</u>
(214)	SWIMMING POOL - Operated for profit (Fee to be set by commission; for construction provisions, see Sec. 5-281 et seq.)		
	SWIMMING POOL CLEANING (See 236 - Unclassified)		
T			
(215)	TAILOR (See 141 - Manufacturers)		
(216)	TAKE OUT SERVICE (See 73 - Delicatessen)		
(216.5)	TANNING SALON (See 23 - Beauty Shop)		
(217)	TATTOOING (Requires Dept. of Health-License)	433.71	<u>127.02</u>
(218)	TAX CONSULTANTS	433.71	<u>127.02</u>
	a. Income tax services (DON'T USE)		
(219)	TAXICABS and AUTOMOBILES FOR HIRE: (Requires Permit and Background Check see 9-221 to 9-266)		
	a. Cars carrying not exceeding ten (10) passengers	66.85	<u>63.51</u>
	b. Cars carrying over ten (10) passengers	80.23	<u>76.22</u>
	(For regulations relating to operators and drives, see Article VIII of this chapter)		
(220)	TAXIDERMIST, if stock carried is in excess of \$500.00, merchants receipt is also required.	433.71	<u>127.02</u>
(221)	TELECOMMUNICATIONS - includes cellular phone and beeper relay	433.71	<u>127.02</u>
(222)	TELEPHONE ANSWERING SERVICE	93.59	<u>88.91</u>
(222.5)	TELEPHONE SOLICITATIONS (See Sec. 9-76 et seq.) (See 171 -Peddler)		
(223)	TELEMARKETING BUSINESS (Requires Dept. of Agriculture License)	233.99	<u>222.29</u>

(224)	TELEPHONE SYSTEMS (Must comply with plans of city for underground distribution) (See Florida Statutes § 205.043(1)(b))	334.27	<u>317.55</u>
(225)	TELEVISION ANTENNA and SATELLITE DISHES, sale and installation, or installation only	93.59	<u>88.91</u>
(226)	THEATERS or MOVING PICTURES: (See Florida Statutes § 205.043)		
	a. Indoor theater;		
	1 Minimum	125.36	<u>119.09</u>
	2 Per seat	0.25	<u>0.24</u>
	b. Drive-ins;		
	1 Minimum	125.36	<u>119.09</u>
	2 Per seat	0.25	<u>0.24</u>
(227)	RESERVED		
(228)	TINSMITH and SHEET IRON WORKER TIRE and TUBE REPAIR (See 138 - Machine and Repair Shop)	66.85	<u>63.51</u>
(229)	TRAILER or AUTO CAMPS:		
	a. Minimum	125.36	<u>119.09</u>
	b. Per trailer space	0.18	<u>0.17</u>
(230)	TRAVEL AGENCIES. (Requires Dept. of Agriculture License in accordance with Sec. 559.927 F.S.)	133.71	<u>127.02</u>
(231)	TREE TRIMMING (Must comply with 16-27)	133.71	<u>127.02</u>
(232)	TRUCKS and VEHICLES:		
	a. Doing business either wholesale or retail by the delivery of rented, processed or serviced goods, wares and merchandise (including linen, towels or laundry supply business) except as specifically licensed.		
	1 One vehicle	83.57	<u>79.39</u>
	2 Each additional vehicle	41.80	<u>39.71</u>
	b. Concrete mixer truck, each truck	66.85	<u>63.51</u>
(233)	TURKISH BATHS (See 143 - Masseurs) TUTORS (See 236 - Unclassified)		
(234)	TYPEWRITER REPAIRS (See 138 - Machine and Repair Shops)		
U			
(235)	U-DRIVE-IT-CARS, TRUCKS and RECREATIONAL VEHICLES (See 190 - Rental Business)		
(236)	UNCLASSIFIED: Any person engaged in any lawful business, profession or occupation within the corporate limits of the city, not mentioned or covered by this Code or other ordinance shall pay an annual business tax, except as to temporary occupations or businesses, the tax may be fixed by the city clerk for a period of time not exceeding thirty (30) days. UNIVERSITIES (See 195 - Schools)	93.59	<u>88.91</u>
(237)	UPHOLSTERERS (See 138 - Machine and Repair Shops)		
(238)	UTILITY COMPANIES (See 81 - Electric Light or Power Companies; 224 - Telephone Systems) UTILITY TRAILERS (See 152 - Motor Vehicles)		
V			
	VACATION RENTALS - (See 149 - Motel)		
(239)	VEGETABLES and FRUITS (See 171 - Peddler; Sec. 9-111)		
(240)	VEHICLES FOR HIRE (See 219 - Taxicabs; 190 - Rental Business)		
(241)	VENDING MACHINES (See 241 - Coin-Operated Machines)		
(242)	VENDORS (See 171 - Peddlers, Solicitors and Vendors)		
(243)	VETERINARIAN, each (Requires Dept. of Business and Professional Regulation License)	133.71	<u>127.02</u>
(244)	VIDEO RENTALS (See 150 - Motion Picture and Video Library)		

W

(245)	WAREHOUSE (See 208 - Storage)		
	WATCH REPAIR (See 123 - Jewelry and Watch Repairing)		
(246)	WATER COMPANY, selling bottled water:		
	a. One truck	83.57	<u>79.39</u>
	b. Each additional truck	41.80	<u>39.71</u>
(247)	RESERVED		
(248)	WELDER:		
	a. Not in connection with garage or machine shop	40.11	<u>38.10</u>
	b. See Contractor if it involves building construction		
(249)	WELL DRILLERS	133.71	<u>127.02</u>
	WHOLESALE DISTRIBUTORS (See 208 - Storage and/or 232 -Trucks and Vehicles)		
(250)	WINDOW TINTING BUSINESS	93.59	<u>88.91</u>
(251)	WRECKER SERVICE (See 152 - Motor Vehicles)		

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective July 1, 2020.

APPROVED AS TO FORM
& CORRECTNESS:

Peter J. Sweeney, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 20-013 was duly advertised by title only in the St. Lucie News Tribune on June 5, 2020; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on June 15, 2020; and was duly introduced, read by title only, and passed on second and final reading July 6, 2020 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of July, 2020.

Linda Hudson
Mayor Commissioner

Linda W. Cox
City Clerk

(CITY SEAL)

City Commission Regular Meeting

13. a.

Meeting Date: 06/15/2020

Re: RFQ - Savannah Road Animal Shelter

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Review and approval of the Request for Proposals for the management and lease of the Savannah Road Animal Shelter.

SUMMARY:

1. The City of Fort Pierce and St. Lucie County through an Interlocal Agreement joined together for the rehabilitation of the Savannah Road Animal Shelter. The Interlocal Agreement required the City to issue a Request for Proposals on or before July 1, 2020
2. In accordance with the Interlocal Agreement, representatives from both parties shall participate in the evaluation process.
3. Highlights of the RFP include:
 - Operation of an animal shelter to service the City of Fort Pierce and the unincorporated areas of St. Lucie County.
 - Provide low cost veterinary services to pet owners.
 - Provide necessary care to the animals impounded by the two jurisdictions and the animals surrendered by their citizens.
 - Operate in a fiscally responsible manner and focusing on fundraising, volunteers, community outreach and adoptions.
4. The proposed timeline for the RFP is as follows:
 - June 15, 2020 - review and approval of the RFP by the City Commission with direction to staff to move forward.
 - June 16 - 19, 2020 - Staff finalizes the RFP to include any changes or amendments made by the City Commission and forwards to Purchasing for final document preparation and advertising.
 - June 24, 2020 - Document posted on Demandstar and City Website.
 - June 25, 2020 - Advertise the RFP and RFP becomes available to the public.
 - July 23, 2020 - Deadline for submittal of sealed bids.
 - July 27, 2020 - Distribute proposals to evaluation committee
 - July 27, 2020 - August 7, 2020 - Evaluation period
 - August 17, 2020 - Present short list and recommendation to the City Commission

RECOMMENDATION:

Staff recommends:

1. Approve the RFP as is or with amendments
2. Approve the proposed timeline as is or with amendments

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

City Attorney's Office
City Manager's Office
St. Lucie County Attorney's Office
St. Lucie County Public Safety Management and Staff
Purchasing Department

Fiscal Impact

OTHER INFORMATION:

None at this time

Attachments

RFP 2020-039 Power Point
RFP 2020-039
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	05/26/2020 05:20 PM
City Manager	Nick Mimms	06/09/2020 09:20 AM
Form Started By: Peggy Arraiz		Started On: 05/26/2020 04:51 PM
Final Approval Date: 06/09/2020		

SAVANNAH ROAD ANIMAL SHELTER OPERATIONS MANAGEMENT AND LEASE OF FACILITY

Request for Proposals No. 2020-039

A series of several parallel white lines of varying lengths and thicknesses, slanted diagonally from the bottom left towards the top right, set against a blue gradient background.

OVERVIEW

- ▶ On April 6, 2020, the City Commission approved entering an Interlocal Agreement with St. Lucie County for rehabilitation and operation of the Savannah Road Animal Shelter.
 - ▶ The Interlocal Agreement required the City to issue a Request for Proposals on or before July 1, 2020.
 - ▶ In accordance with the Interlocal Agreement, representatives from both parties shall participate in the evaluation process.
 - ▶ The proposed RFP has been provided to St. Lucie County for review and comment.
 - ▶ Shelter rehabilitation has been on-going and anticipate Phase 1 to be completed on time – June 30, 2020.

RFP HIGHLIGHTS - GENERAL

- ▶ The purpose of this RFP is to establish a contract and lease for the management of an animal shelter, adoptions, and veterinary services for all domestic animals.
- ▶ Management and operation of all facets of the Animal Shelter on a short-term basis (five (5) years with a possible renewal of three (3) additional five (5) years).
- ▶ The successful Proposer will be the qualified, experienced Proposer whose proposal is most responsive to the Agencies' goals and whose plan provides a realistic management plan and budget.

RFP HIGHLIGHTS – OBJECTIVES

HIGHLIGHTS OF SECTION IV – PAGE 1 – 2

- ▶ The Agencies are seeking to have the Savannah Road Animal Shelter operated in a professional manner to achieve the following goals:
 - ▶ The primary objective of the shelter is to **provide an animal shelter to** receive domestic animals that are surrendered by the residents of **the City of Fort Pierce and unincorporated St. Lucie County**, preferably through a managed intake process, or impounded by Animal Control Officers or other Law Enforcement personnel.
 - ▶ Offer professional, **friendly customer service**. All customers are to be treated in a manner that conveys respect and courtesy regardless of the cause or nature of their visit.
 - ▶ Offer **low cost veterinary services, specifically vaccinations and sterilization surgeries, to pet owners**. The Agencies strongly support spaying and neutering of all animals and **all animals are required by state statute and local ordinance to be sterilized prior to any adoption**.
 - ▶ **Provide adequate and necessary care to all animals** under its oversight. This includes medical attention to injured/sick animals, basic vaccinations, flea/tick treatments, testing and treating for worms, and if necessary, humane euthanasia.
 - ▶ **Provide and promote adoption services to area residents**.
 - ▶ **Operate a volunteer program and** actively participate in **public education programs that promote responsible pet ownership**.
 - ▶ **To be a self-sufficient operation**, through fundraising efforts, adoptions, and veterinarian services, **supplemented by public funds** as determined through a service contract with the Agencies.

RFP HIGHLIGHTS – SCOPE OF SERVICES

HIGHLIGHTS OF SECTION IV – PAGE 2 – 3

- ▶ **ADOPTION.** The Proposer shall be responsible for making every reasonable effort to prepare and present animals for adoption to the public and to facilitate the same. The Proposer shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue.
- ▶ **EUTHANASIA.** Proposer should make every effort not to euthanize any healthy and adoptable animal. Except as required due to injury or illness that requires immediate attention, a list of all animals scheduled for euthanasia shall be provided to rescue organizations at least 24 hours prior to euthanasia being performed and two qualified individuals shall sign off on the need for euthanasia.
- ▶ **CARE.** The best possible care and treatment shall be given to all animals held in custody. The Proposer shall have veterinary services available during normal business hours.
- ▶ **LICENSES.** The Proposer is required to issue animal registrations or ensure a registration already exists for every animal either adopted by or returned to a resident of either Agency.
- ▶ **RECORDS.** The Proposer shall keep comprehensive records of every animal brought to the shelter in compliance with S.S. § 823.15 and S.S. § 119.

RFP HIGHLIGHTS – EXPERIENCE & QUALIFICATIONS

HIGHLIGHTS OF SECTION VI – PAGE 9 – 10

- ▶ The Proposer must have a proven track record of successful management of an animal shelter, veterinary practice or other related animal service. A minimum of five (5) years' experience is preferred. Staff certifications shall include a Florida Licensed Veterinarian, Veterinarian Technician, Certified Euthanasia Technician and a Certified Professional Dog Trainer/Behaviorist.
- ▶ The Proposer's ability to promote adoptions and public education.
- ▶ The Proposer's use of modern shelter management practices such as participation in local Trap/Neuter/Vaccinate/Return programs, use of social media, and the utilization of a managed intake structure or intake diversion methods.

RFP HIGHLIGHTS – FACILITY RENTAL & LEASE

HIGHLIGHTS OF SECTION VI – PAGE 12

- ▶ The Proposer agrees to provide to the City of Fort Pierce a monthly rental fee for use of the animal shelter facilities and grounds. This can be accomplished via direct payment or a reduction in costs of services.
- ▶ If Proposer wishes to propose capital improvements, please provide a clearly defined plan and how it will be financed. Permanent capital improvements may be considered in determining the monthly rental fee at a reduced rate for a set period of time. Any permanent capital improvements made during the term of the contract must be properly permitted and shall become the property of the City upon expiration or termination of the lease and contract.

RFP HIGHLIGHTS – EVALUATION PROCESS

HIGHLIGHTS OF SECTION VI – PAGE 12

- ▶ The City of Fort Pierce shall appoint an Evaluation Committee comprised of individuals from both Agencies to evaluate Proposals, considering both the written proposal and reference checks.
- ▶ The Evaluation Committee will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category.
- ▶ Upon completion of the evaluations, the Evaluation Committee will recommend to the City of Fort Pierce, Florida, the Proposer(s) which offer the best value to the Agencies.
- ▶ The responsibility for final selection and award of a contract rests solely with the City Commission of Fort Pierce. The City Commission's decisions will be final.

RFP PROPOSED TIMELINE

- ▶ Week of June 15, 2020
 - ▶ Approval of the City Commission to move forward.
 - ▶ Finalize RFP with any amendments.
 - ▶ Purchasing Department prepare final document.
 - ▶ Purchasing Department prepare advertisement.
- ▶ June 24 – July 22, 2020
 - ▶ Document posted on DemandStar and City website.
 - ▶ RFP is advertised on two separate dates.
 - ▶ RFP is available to the public.
- ▶ July 23, 2020
 - ▶ Deadline for submittal of sealed bids.
- ▶ July 27 – August 7, 2020
 - ▶ Proposals distributed to evaluation committee and evaluation period.
- ▶ August 17, 2020
 - ▶ Short list and recommendation presented to the City Commission.

COMMENTS OR QUESTIONS



SECTION IV

INSTRUCTIONS TO PROPOSERS

SUMMARY

The Savannah Road Animal Shelter (“SRAS”), through an interlocal agreement, is jointly managed by the City of Fort Pierce and St. Lucie County. It is the intention of this Request for Proposals (“RFP”) to enter into an agreement with an organization to operate and maintain an animal shelter that is easily accessible to all the residents of the City of Fort Pierce and unincorporated St. Lucie County and provide affordable veterinary care to those animals in need and to do so in a fiscally responsible manner.

The City of Fort Pierce and St. Lucie County, Florida (“Agency/Agencies”) are seeking proposals from qualified firms or organizations (“Proposer”) to provide **a Lease of and Full Operational Management for the Savannah Road Animal Shelter, an open admission animal shelter and veterinary center, located at 100 Savannah Road, Fort Pierce, FL 34950.**

A. OBJECTIVES

The Agencies are seeking to have the Savannah Road Animal Shelter operated in a professional manner to achieve the following goals:

1. The primary objective of the shelter is to provide an animal shelter to receive domestic animals that are surrendered by the residents of the City of Fort Pierce and unincorporated St. Lucie County, preferably through a managed intake process, or impounded by Animal Control Officers or other Law Enforcement personnel.
2. Offer professional, friendly customer service. All customers are to be treated in a manner that conveys respect and courtesy regardless of the cause or nature of their visit.
3. Offer low cost veterinary services, specifically vaccinations and sterilization surgeries, to pet owners. The Agencies strongly support spaying and neutering of all animals and all animals are required by state statute and local ordinance to be sterilized prior to any adoption.
4. Provide adequate and necessary care to all animals under its oversight. This includes medical attention to injured/sick animals, basic vaccinations, flea/tick treatments, testing and treating for worms, and if necessary, humane euthanasia.
5. Provide and promote adoption services to area residents.
6. Operate a volunteer program and actively participate in public education programs that promote responsible pet ownership.

7. To be a self-sufficient operation, through fundraising efforts, adoptions, and veterinarian services, supplemented by public funds as determined through a service contract with the Agencies.

B. SUMMARY OF REQUEST FOR PROPOSAL INFORMATION

The Proposer(s) selected to enter into any lease and management contract agreement with the Agencies will be expected to manage the operations consistent with modern management trends in the animal control/sheltering industry.

The Agencies are requesting the submission of written proposals, with detailed information, by the company, organization or individuals who are interested in submitting for management and lease of ALL operations and maintenance for the Savannah Road Animal Shelter, including surrendered/impounded animals, adoptions, veterinary care, public outreach, collections and regulatory reporting. Proposers are to refer to the following:

Each exhibit provided reflects the Agencies' specifications and expectations.

SCOPE OF SERVICES

1. **TRANSITION PLAN.** Proposers should submit a transition plan indicating how the Proposer will assume the services currently provided in a smooth and orderly fashion.
2. **ACCEPTANCE OF ANIMALS.** The provider shall accept all domestic animals either surrendered by residents of the City of Fort Pierce and unincorporated St. Lucie County or impounded by the Agencies' Animal Control Officers ("ACO") or other Law Enforcement personnel. This includes live strays, deceased animals for disposal and owner surrenders for adoption or euthanasia. It will be at the Proposer's discretion to accept animals from outside the defined area.
3. **SPECIAL HANDLING.** The Proposer must ensure that animals with ACO / Police holds, quarantines or pets held in protective custody are isolated in an area not accessible to the public. Any animal in protective custody is not to be removed from the isolated area without the express permission from the impounding authority, except for providing basic care (walks/exercise) or medical care.
4. **ADOPTION.** The Proposer shall be responsible for making every reasonable effort to prepare and present animals for adoption to the public and to facilitate the same. The Proposer shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Animal Control Officers reserve the right to deem an animal "dangerous" and therefore unsuitable for adoption or transfer to another Agency.
5. **EUTHANASIA.** Arrange and/or provide for the humane euthanasia and disposal of injured/sick or unwanted animals as necessary. This shall be accomplished in a manner approved by the State of Florida, pursuant to § 828.058, Fla. Statute (2019) by an individual certified to perform such procedure, which shall not subject such animals to unnecessary pain. Proposer should make every effort not to euthanize any healthy and adoptable animal. Except as required due to injury or illness that requires immediate attention, a list of all animals scheduled for euthanasia shall be provided to rescue

organizations at least 24 hours prior to euthanasia being performed and two qualified individuals shall sign off on the need for euthanasia.

6. CARE. The best possible care and treatment shall be given to all animals held in custody. Adequate housing shall be provided, food shall be provided at least twice a day and the shelter shall not be overpopulated. All kennels are to be kept in a sanitary condition with animal waste collected and disposed of properly. The Proposer shall have veterinary services available during normal business hours. Animal owners remain responsible for all routine or emergency veterinary care costs.
7. COLLECTION OF FEES. The Proposer shall be responsible for collecting all fees (ex: license fees, spay/neuter fees, impound fees, etc.) due and issuing receipts for payment prior to releasing any animals. The collected fees shall be remitted to the appropriate Agency by the 5th day of each month, following the end of the prior month.
8. LICENSES. The Proposer is required to issue animal registrations or ensure a registration already exists for every animal either adopted by or returned to a resident of either Agency.
9. RECORDS. The Proposer shall keep comprehensive records of every animal brought to the shelter and submit regular monthly reports to each jurisdiction in accordance with the service contract. The Proposer shall be required to develop its own records keeping procedure and maintain records of all animals it handles in the performance of the contract and in compliance with S.S. § 823.15 and S.S. § 119, as amended.
10. VETERINARY CARE. The Proposer is expected to provide the following types of care:
 - a. Provide low cost vaccinations and sterilization surgeries to qualified residents.
 - b. Provide emergency care as needed during normal business hours.
 - c. Provide basic first aid and standard services including but not limited to treating minor wounds, injuries, worms, fleas and ticks, to all impounded animals, unless it is determined that the animal is unable to be saved.
 - d. Ensure all animals are sterilized prior to being adopted as required by State Statute 823.15.
 - e. Provide low cost euthanasia and disposal services to residents of the Agencies.

STRUCTURES AND FACILITIES

There are multiple structures on the shelter property located at 100 Savannah Road, including a two-story office building, three (3) dog runs, a double bay garage, and several miscellaneous use auxiliary structures. The entire facility has recently undergone a major rehabilitation to ensure all structures are compliant with current codes. The Agencies will require the approved Proposer to utilize this facility in providing sheltering and adoption services.

The facility occupancy shall be accomplished by lease of the premises by the Proposer. The Proposer shall be responsible for pest control, landscape maintenance, irrigation maintenance, custodial services, all utilities including solid waste and the repair of any damage incurred due to negligence of the operator. The facility shall be maintained in a

neat, clean and sanitary condition in conformity with established standards for humane animal care. The Agencies will retain the responsibility for maintenance of the facility except those items specifically identified above.

EVALUATION OF SERVICES

The Agencies intend to protect their interests and ensure that expectations are met. Services provided by the Proposer will be formally evaluated at a minimum of two times per year by the City Manager or designee in writing and will be detailed in the service agreement. Daily operations and services will be reviewed by Animal Control staff on a regular basis, with deficiencies being noted and provided to the Proposer for resolution.

The Agencies reserve the right to make unannounced inspections, during normal business hours, of the facility to assure compliance with the scope of services outlined above and ensure the animals are cared for in a humane manner.

SECTION V

A. PURPOSE/INTENT

This Request for Proposal is issued by the City of Fort Pierce, Florida on behalf of both the City of Fort Pierce and St. Lucie County, Florida. The purpose of this RFP is to establish a contract and lease for the management of an animal shelter, adoptions, and veterinary services for all domestic animals.

The animal shelter is located in Fort Pierce, Florida. The Agencies are seeking an Operator that has experience and knowledge in managing a full-service animal shelter, is financially stable, and shows strength in customer service commitment, public outreach and education. The initial term of this agreement is intended to be for five (5) years, with three (3) optional five (5) year renewals.

The successful Proposer shall manage shelter operations for all animals that are impounded or quarantined by Animal Control Officers, Law Enforcement personnel as well as all domestic animals surrendered by residents of the Agencies.

All Proposers shall submit as part of their proposal an Operational Management Plan, setting out how they propose to operate and manage the animal shelter, including hours of operation and public access, and include a proposed budget and proposed lease agreement. The successful Proposer will be the qualified, experienced Proposer whose proposal is most responsive to the Agencies' goals and whose plan provides a realistic management plan and budget. The intent of this RFP is to award a contract in the form of a five-year Operating Agreement and Lease Agreement to a responsive Proposer, whose proposal conforms to the requirements of this RFP, is most advantageous to the Agencies, with price and other factors considered.

B. PROPOSAL OPENING DATE

Proposals are due on or before **TO BE DETERMINED**. Five (5) copies of sealed proposals (one original and four copies) shall be mailed or delivered to:

Delivery Address:

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

Mailing Address:

City of Fort Pierce

P.O. Box 1480

Fort Pierce, FL 34954-1480

Proposals should be enclosed in a sealed envelope clearly marked on the outside with the following information: proposal name, proposal number, due date/time, proposer name, and proposer address and phone number.

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@cityoffortpierce.com or on the web site of Demandstar.com (www.demandstar.com) and Public Purchase.com (www.publicpurchase.com).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)(d) of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

C. SELECTION PROCESS AND AWARD

All proposals will be evaluated by an Evaluation Committee in accordance with the criteria set forth in the RFP documents. The City of Fort Pierce will not be liable for any costs incurred by the Proposer in connection with proposals or presentations.

The Evaluation Committee reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgment, best serves the interest of the Agencies. In the event contract(s) are to be awarded, it will be to the Proposer that demonstrates, in the City of Fort Pierce's opinion, the highest degree of compliance with the evaluation criteria, who will thereafter enter into a written Agreement with the City of Fort Pierce. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The Evaluation Committee reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

D. PROPOSAL WITHDRAWAL

Proposers may withdraw their proposal by notifying the City of Fort Pierce in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the City of Fort Pierce and will not be returned to the Proposers.

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation requested by the Evaluation Committee.

E. CONTACT

All prospective Proposers are hereby instructed not to contact any employee or elected official of the Agencies other than the noted contact person regarding this RFP. Any such contact may be cause for rejection of your proposal.

No RFP may be withdrawn for a period of 90 days after time has been called on the date of opening.

F. INQUIRIES/QUESTIONS

All inquiries will be in a written format and addressed to the Purchasing Manager.

TO

City of Fort Pierce
Gelencia Carter
Purchasing Manager
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: biddesk@city-ftpierce.com

No inquiries will be responded to if received within seven (7) calendar days of the proposal date.

G. CERTIFICATE OF INSURANCE

Proposer shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the lease and contract becoming effective and shall be maintained in force until the expiration or termination of the contact and lease.

H. BUSINESS TAX RECEIPT

Provide a valid Business Tax Receipt (formally known as an Occupational License) from your jurisdiction, if required, with your proposal submittal.

I. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

J. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or Proposers who can speak to your firm's utilization of M/WBE on previous projects, if available.

K. CONTRACT TERMS

Management and operation of all facets of the Animal Shelter on a short-term basis (five (5) years with a possible renewal of three (3) additional five (5) years).

SECTION VI

INSTRUCTIONS FOR PREPARING PROPOSALS

****NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the Proposer wishes the Agencies to take into consideration in reviewing the proposal.**

A. GENERAL

The Proposer warrants its response to this Request for Proposal to be fully disclosed and correct. The Proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a Contract with the Agencies. It is further expressly understood that no contractual relationship exists with the Agencies until a contract has been formally executed. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the Agencies for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

B. PROPOSAL SECTIONS

The proposal must be divided into seven (7) sections with reference to parts of this RFP done on a section number/paragraph number basis. The seven (7) sections shall be named:

1. Letter of Transmittal
2. Experience and Qualifications
3. Business Plan
4. Financial Plans and Oversight

5. Staffing and Professional Qualifications
6. Facility Rental / Lease Agreement
7. Supplemental Documents

C. LETTER OF TRANSMITTAL

Proposer's Letter

The Proposal letter shall be addressed to the City of Fort Pierce, Florida Purchasing Manager and shall include at a minimum the following:

1. Name of Individual, Partnership, Company, Organization or Corporation submitting proposal;
2. Contact information for proposal submittal questions and future performance questions;
3. Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
4. Signature(s) of representative(s) legally authorized to bind the Proposer.

Corporate Information

If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida, St. Lucie County and the City of Fort Pierce prior to the signing of a contract.

Executive Summary

The Proposer will include an Executive Summary (maximum 3 pages) that states how it views this contractual opportunity and provide an overview of its qualifications and proposed approach.

D. EXPERIENCE AND QUALIFICATIONS

The Proposer must have a proven track record of successful management of an animal shelter, veterinary practice or other related animal service. A minimum of five (5) years' experience is preferred. Staff certifications shall include a Florida Licensed Veterinarian, Veterinarian Technician, Certified Euthanasia Technician and a Certified Professional Dog Trainer/Behaviorist.

The Proposer shall answer the following questions or requests for information as they relate to its existing operation of similar facilities:

1. Indicate the number of years the Proposer has been providing these types of services.
2. Provide a listing and description of facilities or business operations managed by the Proposer.
3. Provide a brief description of the location and demographics overview for each location operated.
4. Demonstrate the Proposer's ability to promote adoptions and public education.

5. If applicable, indicate how the Proposer has elevated the image of other facilities you operate.
6. Explain the Proposer's use of modern shelter management practices such as participation in local Trap/Neuter/Vaccinate/Return programs, use of social media, and the utilization of a managed intake structure or intake diversion methods.
7. Please provide a list of five (5) references that can describe your previous performance in the management, operations, and maintenance of facilities for whom the Proposer has provided services comparable to those described in this RFP, including:
 - a. Name of entity (firm, city, etc.).
 - b. Address of entity.
 - c. Name, title, e-mail address, phone, and fax of a contact for the entity.
 - d. Number of years Proposer has served the entity.
 - e. Brief summary of scope of services provided, and type of contract.
 - f. Brief summary of measures of success of your operations.
8. Provide legal history of the company including, but not limited to:
 - a. Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements.
 - b. List any history of claims, litigation, arbitration, and/or termination for cause associated with any work contracted on any project in the past ten (10) years.
 - c. Has the Proposer had a contract terminated for default within the past ten (10) years?
 - d. Has the Proposer filed any lawsuits, requested arbitration, or been involved in any litigation with regard to your contract activity within the last ten (10) years?
 - e. Does the Proposer have any judgments, claims, arbitration proceedings, or lawsuits pending?
 - f. Has the Proposer filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
 - g. List any current litigation in the State of Florida.
 - h. If Proposer has no history of litigation, claims, or disputes, please so state.

E. BUSINESS PLAN

This section details the components to be included in the Proposer's Business Plan describing the services to be performed and the manner in which they will be performed. Such description should, at a minimum, provide the following information:

1. Proposer's understanding of the project.
2. Overall project plan with a listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task
3. Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in this RFP.

Below are the Agencies' minimum expectations. Explain how you will meet those expectations. The Proposer is encouraged to exceed minimum expectations, explain how, and project the resulting performance and financial benefits to the Agencies.

Complete Management Services Proposal

The Proposer will be responsible for providing, at a minimum, the following:

1. Managing general site operations, including impounds, adoptions, veterinary clinic and maintenance of buildings and all other outdoor spaces including the parking lots.
2. Describe the administration for managing the shelter and the operations of a low cost veterinary clinic.
3. Detail the types of support anticipated from volunteers.
4. Detail adoption policies and strategies and related community outreach.
5. Provide protocols for safety including the safety of the animals, the staff, volunteers and all visitors to the facility.
6. Develop and implement all critical business systems including but not limited to: preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities and providing all required reports and accounting. Providing appropriate insurance and indemnifying and holding the City of Fort Pierce and St. Lucie County harmless from any liability arising from the operation of the animal shelter and related activities.
7. Implement a comprehensive records management policy that addresses all mandatory reporting requirements of the state.

F. FINANCIAL PLANS AND OVERSIGHT

Revenue and Expense Models

Proposer shall develop and submit an annual operating budget and financial plan (detailed pro forma) that demonstrates a viable revenue and expense model for the period of the proposed term of the agreement.

The income portion shall include all avenues of anticipated revenue including but not limited to fundraising, memberships, adoptions and costs for services provided.

The expense portion (model) shall include all of the anticipated operating costs including but not limited to materials, pharmaceuticals and equipment as well as any capital improvement costs. Any fixed capital improvements shall become the property of the City of Fort Pierce, Florida upon termination or expiration of the term of the agreement.

Oversight

The Agencies want to achieve and maintain effective public-private relationships. Transparency is of utmost importance. The Agencies will maintain oversight and facilitate timely communications.

G. STAFFING AND PROFESSIONAL QUALIFICATIONS

Proposer shall include a staffing plan for the Savannah Road Animal Shelter and shall indicate the following:

1. Identify the overall manager and other key personnel by name with their skills, background and credentials. Include references and proposed job descriptions. If you cannot at this time identify the person by name, supply the required qualifications and detail how you will secure that individual.
2. The Proposer must have staff that includes at a minimum one (1) full-time Florida Certified Veterinarian and one (1) full-time Veterinarian Technician.
3. Provide staffing levels, and an organizational chart, for each segment of your overall local organization. Provide an organizational summary that will highlight the experience and the role of the individuals who will be directly involved in the management of Savannah Road Animal Shelter. Include a listing of all personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.

H. FACILITY RENTAL / LEASE AGREEMENT

The Proposer agrees to provide to the City of Fort Pierce a monthly rental fee for use of the animal shelter facilities and grounds. This can be accomplished via direct payment or a reduction in costs of services.

If Proposer wishes to propose capital improvements, please provide a clearly defined plan and how it will be financed. Permanent capital improvements may be considered in determining the monthly rental fee at a reduced rate for a set period of time. Any permanent capital improvements made during the term of the contract must be properly permitted and shall become the property of the City upon expiration or termination of the lease and contract.

In the event of a conflict between the terms of the lease agreement and the terms of this RFP, the terms of the lease agreement shall control.

I. EVALUATION OF PROPOSALS

Evaluation Method

The City of Fort Pierce shall appoint an Evaluation Committee comprised of individuals from both Agencies to evaluate Proposals, considering both the written proposal and reference checks. Upon completion of the evaluations, the Evaluation Committee will recommend to the City of Fort Pierce, Florida, the Proposer(s) which offer the best value to the Agencies, taking into consideration the importance of the evaluation factors set forth below. The responsibility for final selection and award of a contract rests solely with the City Commission of Fort Pierce. The City Commission's decisions will be final.

The Evaluation Committee will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category.

The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected or short listed will not be considered.

The City of Fort Pierce reserves the right to negotiate the exact terms and conditions of a contract with the Proposer selected by the City Commission. If negotiations with the Proposer selected by the City Commission do not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the alternate Proposer(s), as directed by the City Commission until an acceptable contract is negotiated, or to break off negotiations with all Proposers and not award a contract.

The City of Fort Pierce shall not be liable to any Proposer for costs associated with responding to this RFP, Proposer’s participation in any oral interview, or any cost associated with negotiations.

Based upon preliminary scoring of the written Proposals, the Evaluation Committee will shortlist the top three (3) firms and may invite those firms to make a presentation so that the Proposer can further present the proposal and discuss various components of the Proposal. Following the presentations, if applicable, the Evaluation Team will rank the shortlisted firms considering both the written proposal and presentation. Proposer presentations/demonstrations shall be at a City site, at a date and time mutually agreed to between the City of Fort Pierce and Proposer and shall be at the Proposer’s expense. Evaluation Committee members will individually score each responsive and responsible proposal using the criteria below. Total score for each response will be tabulated for each Evaluation Committee member. Using those scores, each response will be ranked.

Evaluation Criteria

Evaluation criteria shall include, but not be limited to the following:

#	Criteria
1	Proposal Overview
2	Professional Qualifications
3	Experience & Past Performance Qualifications
4	Business Plan
5	Adoption Program and Outreach Programs
6	Low-cost veterinary clinic operations
7	Financial Benefit to the City of Fort Pierce
8	Volunteer and civic organization programs
9	Proximity to the Area. See Section II – Locality Rating Table

J. TERMINATION OF CONTRACT WITHOUT CAUSE

If for any reason the Agencies wish to terminate the operational contract, they may do so without cause with 90 days’ notice.

When in the best interest of The City of Fort Pierce,

the City of Fort Pierce reserves the right to request additional fee information and to request a “Best and Final” offer.



Aug 6, 2019 12:09:03 PM
Fort Pierce



05/26/2020 11:10 AM



06/15/2020 08:18 AM





05/05/2020 03:59 PM



05/26/2020 11:20 AM



Aug 6, 2019 11:30:16 AM
Fort Pierce



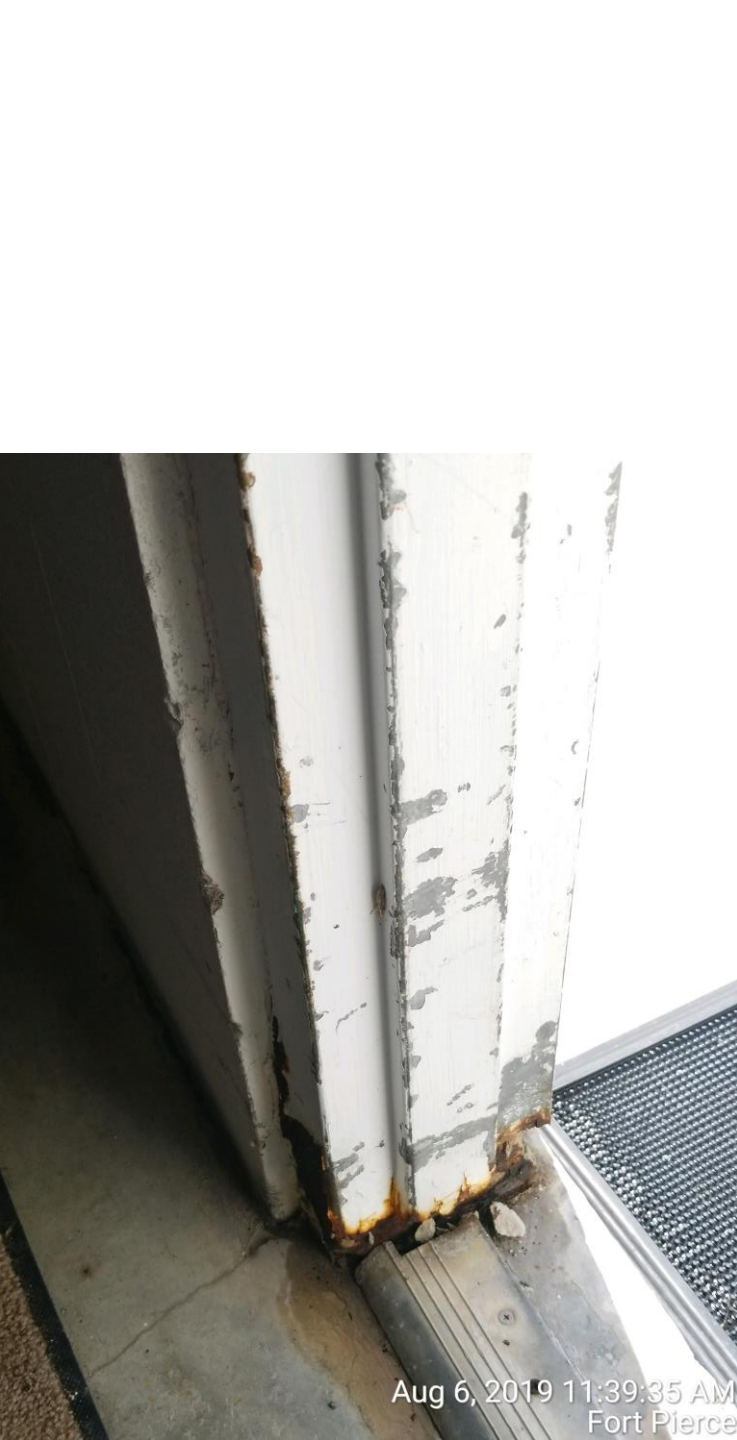
05/05/2020 03:59 PM



2020 11:20 AM



06/15/2020 08:22 AM



Aug 6, 2019 11:39:35 AM
Fort Pierce



05/26/2020 11:16 AM



Aug 6, 2019 11:36:58 AM
Fort Pierce



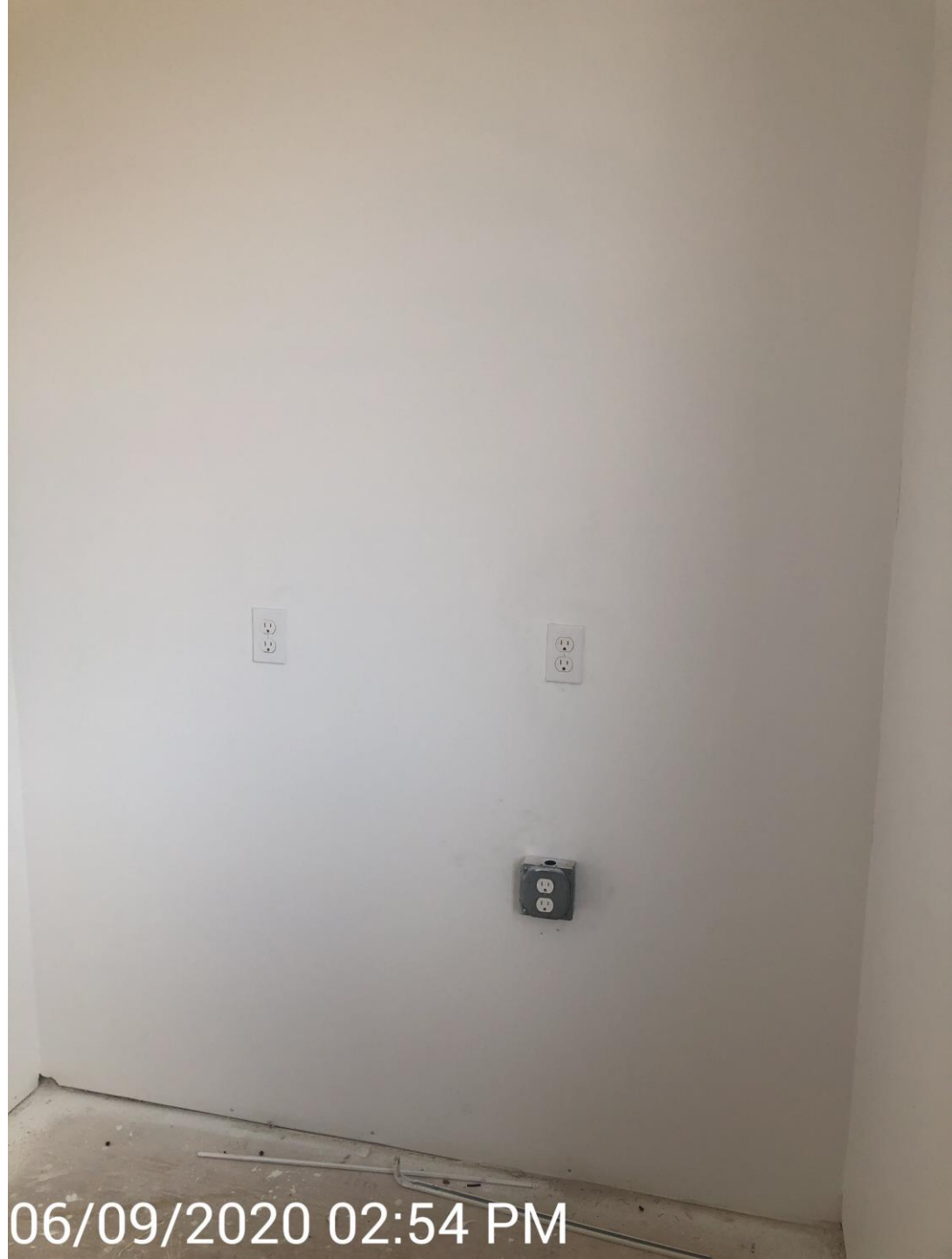
Aug 6, 2019 12:06:58 PM
Fort Pierce



Aug 6, 2019 12:06:47 PM
Fort Pierce



06/09/2020 02:54 PM



06/09/2020 02:54 PM



Aug 6, 2019 12:04:09 PM
Fort Pierce



09/2020 02:54 PM

An empty room with a ceiling fan, square ceiling tiles, and carpeted floor. The room is viewed from a doorway, with a white wall on the left and a grey wall on the right. The ceiling has several square tiles, some of which are recessed, and a white ceiling fan with five blades is mounted in the center. The floor is covered in a dark brown carpet. There are three electrical outlets visible on the white wall. The room is empty of furniture and other objects.

06/15/2020 08:23 AM



Aug 6, 2019 11:36:43 AM
Fort Pierce



06/09/2020 02:51 PM



01/16/2020 07:57 AM





Aug 6, 2019 11:53:16 AM
Fort Pierce



Aug 6, 2019 11:31:25 AM
Fort Pierce



05/05/2020 04:08 PM



05/05/2020 03:58 PM



05/05/2020 04:06 PM



05/26/2020 11:23 AM



06/15/2020 08:20 AM

City Commission Regular Meeting

13. b.

Meeting Date: 06/15/2020

Re:

SUBJECT:

Resolution 20-R29 Temporarily Reducing Planning Department Fees

SUMMARY:

In an effort to support the private sector development and business communities during the COVID-19 pandemic, City staff is proposing a temporary modification to the planning department fees through November 30, 2020. The adjustment includes suspending the Pre-Application meeting, Sign Permit, and Sidewalk Café Permit application fees and reducing the application fee for non-residential site plans for projects 4,001 square feet and larger and residential site plans with 21 or more units.

RECOMMENDATION:

Approve.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Jennifer Hofmeister, AICP, LCAM, Planning Director
Rebeca Guerra, AICP, Assistant Planning Director

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

OTHER INFORMATION:

Will be provided via memo and attached to agenda item.

Attachments

20-R29

Memo

Revenue Projections

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/09/2020

Reviewed By

Nick Mimms

Date

06/09/2020 12:46 PM

Started On: 06/09/2020 09:25 AM

RESOLUTION NO. 20-R29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING BY RESOLUTION THE FILING FEES FOR DEVELOPMENT APPLICATIONS PURSUANT TO SECTION 22-141 BY THE CODE OF ORDINANCES, TO **TEMPORARILY REDUCE PLANNING DEPARTMENT FEES** AS SHOWN ON EXHIBIT A AND EXHIBIT B THROUGH NOVEMBER 30, 2020; RESTATING OTHER PLANNING DEPARTMENT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 09-33 on July 20, 2009, establishing Fees by Resolution; said Fee Schedule amended by Resolution No. 10-35 adopted on July 19, 2010; said Fee Schedule amended by Resolution No. 11-02 adopted on January 18, 2011; said Fee Schedule amended by Resolution No. 11-37 adopted on November 21, 2011; said Fee Schedule amended by Resolution No. 12-02 adopted January 3, 2012; said Fee Schedule amended by Resolution No. 12-24 adopted April 2, 2012; said Fee Schedule amended by Resolution No. 12-34 adopted June 18, 2012; said Fee Schedule amended by Resolution No. 12-52 adopted November 5, 2012; said Fee Schedule amended by Resolution No. 13-12 adopted April 1, 2013; said Fee Schedule amended by Resolution No. 15-R11 adopted March 16, 2015; said Fee Schedule amended by Resolution No. 16-R37 adopted August 15, 2016;

WHEREAS, the City's Fee Schedule is referenced by Resolution in order to provide for a simplified approach to update fees;

WHEREAS, the City of Fort Pierce desires to support the private sector development and business communities during the COVID-19 pandemic by temporarily reducing and/or suspending the collection of certain planning department fees for a period of six months;

WHEREAS, the City Commission finds that a reduction of specific fees is an effective tool to promote the continuation of economic development opportunities during this unprecedented time;

WHEREAS, the suspension of certain Planning Department fees shall apply through November 30, 2020;

WHEREAS, Staff recommends the following changes; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. The City Commission amends the Planning Department Fee Schedule. Exhibit "A" is attached showing the fee schedule in final form, Exhibit "B" shows in strikethrough/underline for the specific changes being proposed.

Section 2. Restating other Planning Department fees previously adopted.

Section 3. This Resolution shall take effect immediately upon adoption.

Section 4. All resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 5. The provisions herein are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 15th day of June, 2020.

Linda Hudson
Mayor Commissioner

ATTEST:

Linda W. Cox
City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**

Peter J. Sweeney
City Attorney

Exhibit A
Planning Department Fees

APPLICATION TYPE	FEES
Non-Residential Site Plans	
Conceptual Site Plan	\$500
4,001 – 10,000 sq. ft.	\$1,000
10,000 – 30,000 sq. ft.	\$2,000
➤ 30,000 sq. ft.	\$3,000 + \$50 each 1,000 additional sq. ft.
Residential Site Plans	
Conceptual Site Plan	\$500
21 to 50 Units	\$1,000
51 to 300 Units	\$2,000
➤ 300 units	\$3,000 + \$200 each additional unit
Conditional Use	
Conditional Use, no new construction	\$100
Conditional Use, with new construction	\$250
PD/PUD/PUR	
PD/PUD/PUR Zoning Change & Plan Approval	\$3,960 + \$40 per acre
Subdivision	
Preliminary Plat	
3 – 5 Lots	\$945
5 – 50 Lots	\$1,635
Greater than 50 Lots	\$3,535
Minor Replat	\$1,000
Final Plat	\$500
Amendments	
Zoning Text Amendment	\$3,980
Zoning Map Amendment	
Single Family Dwelling	\$100
Multifamily and Non-Residential	\$2,115 + \$40 per acre
Comprehensive Plan Map Amendment	
Single Family Dwelling	\$100
Multifamily and Non-Residential	\$3,960 + \$40 per acre
Comprehensive Plan Text Amendment	\$3,960
Minor Amendment to Site Plan	\$500
Major Amendment to Site Plan	\$1,000
Minor Amendment to Design Review	\$100
Site Plan Extensions	½ Original Fee

Landscaping	
Landscape Permit	\$50
Land Clearing Permit < 2 acres	\$100
Land Clearing Permit > 2 acres	\$25 for each acre above 2 acres
Tree Removal Permit	\$35
Tree Mitigation Per Inch DBH	\$250
Adult Entertainment	
Adult Bookstore/Video Store	\$800
Adult Performance Establishment/Dance	\$2,000

Adult Theatre	\$40 per booth, \$5 per seat, \$5 for each parking space for viewing outside in vehicle
Commercial Physical Contact Parlor	\$800
Escort Service	\$578
Motel	\$800
Miscellaneous	
Abandonment	\$400 + 100% of appraised value
Address Assignment/Change	
Residential	\$25
Non-Residential	\$50
Advertising Fee	Actual Cost – Due prior to final approval
After the Fact Development Application	Double Fee
Appeal of Administrative Officer	\$500
Annexation Agreement	\$1,000
Arcade	
Amusement Arcade (3-49 machines)	\$87 per machine
Arcade Amusement Center (50+ machines)	\$50 per machine
Arcade Background Check (Police Department)	\$100
Compiling Mailing List and Prepare Notice	\$35
Concurrency Appeal	\$500
Concurrency Review/Certificate	\$2,000
Concurrent Staggered Review	\$1,285
Copies	
Black and White (letter or legal)	See Public Records Request form
Color (letter or legal)	See Public Records Request form
Large Format Size Document	See Public Records Request form
Data CD/DVD (Digital format files only)	See Public Records Request form
Design Review Fee	
Site Plan	\$515
Building Permit	\$100
Development of Regional Impact, New ADA or Substantial Development (DRI)	\$10,000
Development Agreement	\$1,000
Dog Friendly Outdoor Dining	
Annual Permit	\$50
Additional Inspections	\$30
Failure to Renew/Late Fee	\$25
Field Inspection/CO or Final Inspection	\$100
Handling and Mailing of Notification	\$2.50 per address
Liquor License Signoff	\$25
Maps/Documents	
Future Land Use Map	\$25
Zoning Map	\$25
Copy of Zoning Code or (LDR's)	\$35
Copy of Comprehensive Plan	\$85
No Show TRC/Planning Board	\$250

Nonconforming Structure Special Exception	\$300
News Rack	\$18.75 per news rack
News Rack Impoundment & Storage Fee	\$10 per day-max 30 days
Parking Space, Fee-in-Lieu	\$6,000 per space
Plan Assembly and Collation	\$50
Plan Review Resubmittal	25% of initial fee after 1 st resubmittal
Planning Director Opinion Letter	\$480
Postage Fee	Current USPS rate – Due prior to final approval
Posting of Property	\$40
Pre-Application Meeting	\$0
Pre-Application Meeting Cancellation	\$250
Research Records & Permits Per Hour	See Public Records Request form
Sidewalk, Fee-in-Lieu	\$16.46 per linear foot
Sidewalk Café Permit	\$0
Sign Permit (per sign, not including building permit fees)	\$0
Street Name Change	\$500 plus cost of sign
Telecommunications Towers	\$5,000
Temporary Use	\$500
Variance	\$1,000
Waiver of Distance – Alcoholic Beverage	\$100
Zoning Verification Letter	\$100

*Development applications tabled by either the applicant, Technical Review Committee, Planning Board or City Commission, and are inactive for three (3) months and have failed to provide the necessary changes or information, will be charged a new fee to be processed for review. Items withdrawn or tabled (at any stage of the development review process) can be reactivated within three (3) months at no charge. After three (3) months the application is considered to have expired and a new review fee is required. Fees for amendments to previously approved site plans shall be based on minor amendment fees unless the proposed change is significant in size to require major review fees.

Applications that do not obtain approval by the final required board or commission within 12 months from the date of the initial submittal shall be required to pay a new application fee. This fee is the full application fee identified by the application category.

**Exhibit B
Planning Department Fees**

APPLICATION TYPE	FEE
Non-Residential Site Plans	
Conceptual Site Plan	\$500
4,001 – 10,000 sq. ft.	\$1,890 <u>\$1,000</u>
10,000 – 30,000 sq. ft.	\$3,775 <u>\$2,000</u>
30,000 sq. ft.	\$6,995 <u>\$3,000</u> + \$95 <u>\$50</u> each 1,000 additional sq. ft.
Residential Site Plans	
Conceptual Site Plan	\$500
21 to 50 Units	\$1,645 <u>\$1,000</u>
51 to 300 Units	\$3,775 <u>\$1,000</u>
300 units	\$3,775 <u>\$3,000</u> + \$455 <u>\$200</u> each additional unit

Miscellaneous	
Pre-Application Meeting	\$250 <u>\$0</u>
Sidewalk Café Permit	\$50 <u>\$0</u>
Sign Permit (per sign, not including building permit fees)	\$65 <u>\$0</u>



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director *JH*

SUBJECT: Planning Department Fee Reduction Projection

DATE: June 12, 2020

Attached please find a spreadsheet which calculates the revenue projections based upon a temporary reduction to certain Planning Department fees. The attached document provides the annual dollar amount collected for Pre-Application meetings, Non-Residential and Residential Site Plan applications, Sign permits and Sidewalk Café permits. The total revenue loss through November 30, 2020 is projected to be \$18,075.25.

The last time the fee schedule was amended was August 15, 2016.

Attachments: Revenue Projections for Certain Planning Fees

Planning Department Revised Fee Projections

Pre-Application Meeting Revenue May 2019 - May 2020			Non- Residential Site Plan Revenue May 2019 - May 2020			Residential Site Plan Revenue May 2019 - May 2020		Sign Permit Fee Revenue May 2019 - May 2020			Sidewalk Cafe Fee Revenue May 2019 - May 2020					
Meetings	Cost	Planning	Site Plan > 30,000 sq. ft.	\$6,995 + \$95 each 1,000 additional sq. ft.	\$26,334.45	21-50 Units	\$0.00	170 Permits	\$65.00	\$11,050.00	1	25.00	\$25.00			
58	\$250.00	\$14,500.00	Site Plan 10,000 - 30,000 sq. ft.	\$3,775.00	\$3,775.00	51-300 Units	\$0.00	Total		\$11,050.00	Total		\$25.00			
		Building	Site Plan 4,001 - 10,000 sq. ft.	\$1,890.00	\$1,890.00	300 Units	\$0.00									
	\$50.00	\$2,900.00	Total		\$31,999.45	Total	\$0.00									
Total		\$17,400.00														
Pre-Application Meeting 6 Month Revenue Projection			Non-Residential Site Plan Revenue 6 Month Revenue Projection			Residential Site Plan Revenue 6 Month Revenue Projection		Sign Permit Fee Revenue 6 Month Revenue Projection			Sidewalk Cafe Fee Revenue 6 Month Revenue Projection					
Meetings	Cost	Planning	Site Plan > 30,000 sq. ft.	\$6,995 + \$95 each 1,000 additional sq. ft.	\$16,550.25	21-50 Units	\$0.00	85 Permits	\$65.00	\$5,525.00	1	25.00	\$25.00			
29	\$250.00	\$7,250.00	Site Plan 10,000 - 30,000 sq. ft.	\$3,775.00	\$3,775.00	51-300 Units	\$0.00	Total		\$5,525.00	Total		\$25.00			
		Building	Site Plan 4,001 - 10,000 sq. ft.	\$1,890.00	\$1,890.00	300 Units	\$0.00									
	\$50.00	\$1,450.00	Total		\$22,215.25	Total	\$0.00									
Total		\$8,700.00														
Pre-Application Meeting 6 Month Projection REVISED Fees			Non-Residential Site Plan 6 Month Projection REVISED Fees			Residential Site Plan 6 Month Projection REVISED Fees		Sign Permit Fee Revenue 6 Month Projection REVISED Fees			Sidewalk Cafe Fee Revenue 6 Month Projection REVISED Fees					
Meetings	Cost	Planning	Site Plan > 30,000 sq. ft.	\$6,995 + \$50 each 1,000 additional sq. ft.	\$15,390.00	21-50 Units	\$0.00	85 Permits	\$0.00	\$0.00	1	0	\$0.00			
29	\$0.00	\$0.00	Site Plan 10,000 - 30,000 sq. ft.	\$2,000.00	\$2,000.00	51-300 Units	\$0.00	Total		\$0.00	Total		\$0.00			
		Building	Site Plan 4,001 - 10,000 sq. ft.	\$1,000.00	\$1,000.00	300 Units	\$0.00									
	\$0.00	\$0.00	Total		\$18,390.00	Total	\$0.00									
Total		\$0.00														
LOSS		\$8,700.00	LOSS			\$3,825.25	LOSS		\$0.00	LOSS			\$5,525.00	LOSS		\$25.00
TOTAL PROJECTED LOSS \$18,075.25																

City Commission Regular Meeting

13. c.

Meeting Date: 06/15/2020

Re:

SUBJECT:

Follow-up discussion and direction regarding resuming special event permitting and facility rentals.

Attachments

Rental Guidelines

Special Event Guidelines

Form Review

Inbox

City Manager

Form Started By: Linda Cox

Final Approval Date: 06/10/2020

Reviewed By

Nick Mimms

Date

06/10/2020 04:48 PM

Started On: 06/10/2020 10:29 AM

FACILITY USE AGREEMENT GUIDELINES

Due to COVID-19, LESSEE agrees to practice Safety Procedures as specified below. These Safety Procedures are intended to comply with the State of Florida and Centers for Disease Control and Prevention (CDC) guidelines to mitigate the spread and/or exposure to COVID-19.

SAFETY PROCEDURES

The Lessee shall comply with current State of Florida and CDC guidelines. At a minimum, the following safety measures and protocols shall be implemented during the event and carried out by the Lessee.

- **Sanitize:** Recommend guests sanitize their hands before, during and leaving the facility. Lessee should provide a station providing bottles/sprays of sanitizer to those attending the event.
- **Number of Attendees:** Occupancy will be limited to the numbers permitted by Florida State Governor's Executive Order and CDC Guidelines on the date of the event.
- **Tables/Chairs:** Tables and chairs shall have 6 feet of space between them.
- **Cleaning:** Lessee should have a designee to disinfect frequently touched surfaces periodically during the event. (i.e. door handles, sink faucets, tables)
- **Vendors:** Recommend vendors should wear masks and gloves.
- **Wash Hands:** Recommend guests and vendors to wash hands regularly during event.
- **Event Space:** Social distancing shall be followed; encourage guests to keep 6 feet apart. Limit number of guests gathering in close space.
- **Face coverings** are recommended of all guests.
- **Responsible Individual:** On the day of the event, _____, will be present and responsible to implement the COVID-19 guidelines.

LESSEE ACKNOWLEDGEMENT

Lessee acknowledges that these Safety Procedures mitigate the spread and / or exposure to COVID-19 and that the City of Fort Pierce shall not be responsible for any possible exposure to COVID-19.

Lessee acknowledges that the City of Fort Pierce has the right to cancel and / or shut down an event already in progress based on ANY violation to comply with the City of Fort Pierce's approved plan.

By: _____
Lessee

Date: _____

By: _____
River Walk Staff

Date: _____

SUGGESTIONS

1. Request any guest that is or has relatives with any symptom such as coughing or sneezing to please stay home. Have elderly or at-risk guests wear a mask and gloves to protect themselves.
2. Greeting: Do not hug, kiss, or shake hands.
3. Food: In lieu of buffet, think about plated as only the caters or kitchen staff will handle plates and be around open food. They should wear masks and gloves.
4. Limit gatherings to a minimum. Avoid too many guests in restrooms.
5. Consider Live-stream for those unable to come due to the risks.
6. Dancing: Consider entertainment that will keep guests in their seats longer. Jazz concert, performing artists, dance performances may be options.
7. Encourage guests to be mindful.
8. For party gifts, think about a theme face mask and hand sanitizer to give to each guest.



SPECIAL EVENTS GUIDELINES

These Guidelines are an addition to the standard language of the Special Event Permit Application.

Permit holder agrees to practice these Safety Procedures that are intended to comply with the State of Florida and Centers for Disease Control and Prevention (CDC) guidelines to mitigate the spread and/or exposure to COVID-19.

SAFETY PROCEDURES

Comply with current guidelines; at a minimum, the following safety measures and protocols shall be implemented during the event and carried out.

- **CCC:** Coordinate, Collaborate, Communicate: With personnel, staff, vendors and guests to encourage any persons feeling ill to stay home. Consider layout of vendors and flow of attendees. Recommend guests to wear face masks during event. Limit number of guests at one given time.
- **Event Staff/Volunteers:** Recommend staff and volunteers to wear masks and gloves. Sanitize hands regularly. Clean frequently touched surfaces and objects with detergent and water prior to disinfection, especially surfaces that are visibly dirty.

Routinely clean and disinfect surfaces and objects that are frequently touched. Clean with the cleaners typically used. Use all cleaning products according to the directions on the label.

- **Sanitize:** All guests should sanitize their hands before and during the event. Event host shall provide a station providing bottles/sprays of sanitizer to those attending the event.
- **Number of Attendees:** Occupancy will be limited to the numbers permitted by Florida State Governor's Executive Order and CDC Guidelines on the date of the event.
- **Tables/Chairs:** Tables and chairs shall have 6 feet of space between them.
- **Vendors:** Recommend vendors wear masks and gloves at all times. All booths/activities must be 6 feet apart with 12 feet isles.
- **Cleaning:** Plan to have extra supplies on hand for event staff and participants, including sinks with soap, hand sanitizers, tissues, and disposable facemasks (for persons who start having symptoms).

Ensure that your events have supplies for event staff and participants, such as hand sanitizer that contains at least 60% alcohol, tissues, trash baskets, disposable facemasks, and cleaners and disinfectants.

- **Wash Hands:** Ask guests, staff and vendors to wash hands regularly during event.
- **Event Space:** Social distancing shall be followed; encourage guests to keep 6 feet apart. Limit number of guests gathering in close space.
- **Face coverings** are recommended of all guests.

Permit holder acknowledges that the City of Fort Pierce has the right to cancel and / or shut down an event already in progress based on ANY violation to comply with the City of Fort Pierce's approved guidelines.

By: _____
Lessee

Date: _____

By: _____
River Walk Staff

Date: _____

City Commission Regular Meeting

13. d.

Meeting Date: 06/15/2020

Re:

SUBJECT:

Discussion at the request of Commissioner Sessions regarding a proposed ordinance on the handling of body worn camera footage and review of police rules and procedures for purposes of reformation.

Attachments

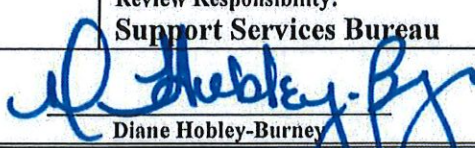
Police Department Policy
Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 06/08/2020

Started On: 06/08/2020 12:39 PM

CITY OF FORT PIERCE POLICE DEPARTMENT
Policy and Procedure

Subject: Body Worn Camera	Effective Date: July 1, 2017	Number: 83.130
Revised:	Review Responsibility: Support Services Bureau	Number of Pages: 13
Authorized by: Chief of Police	 Diane Hobley-Burney	

Contents:

- A. Purpose
- B. Policy
- C. Objectives
- D. Definitions
- E. Body Worn Camera Procedures
- F. Body Worn Camera User Guidelines
- G. Prohibited Conduct
- H. Media Uploading, Storage/Evidentiary Data
- I. Supervisory Inspection and Audit Responsibilities
- J. Critical Incident and Special Circumstances
- K. Documentation and Recording
- L. Retention and Public Release
- M. Issuance of Equipment
- N. Body Worn Camera, Policy Review
- O. Retention Periods by Category
- P. Authority and Reference

A. Purpose:

The purpose of this policy is to establish guidelines for the use and management of the Body-Worn Camera (BWC) System. This policy is intended to create guidelines for the management and official use of the BWC System and provide personnel with instructions for usage. It is not the intent of the Fort Pierce Police Department to utilize the BWC System as a disciplinary tool.

B. Policy:

It is the policy of the Fort Pierce Police Department (FPPD) that BWCs are to be worn by sworn personnel during their tour of duty of the rank of sergeant and officer, assigned to uniform patrol functions, as well as specific specialized units as determined by the Chief of Police or designee based upon the availability of the equipment. The primary use of the BWC is to enhance officer safety, public safety, and promote accountability and transparency while fostering positive relationships with the community.

The Department recognizes that the BWC will not capture exactly what an Officer sees and/or hears, or what an Officer senses or experiences. Footage captured by BWCs is only a portion of the encounters between law enforcement officers and individuals. The Department acknowledges that an Officer's recollection of specific details may be different from what is captured by the BWC. Although the BWCs do not capture an Officer's full knowledge of any particular situation, they are a valuable law enforcement tool to capture and preserve Data. This policy does not govern the use of surreptitious recording devices used in undercover operations.

C. Objectives:

The FPPD has adopted the use of the BWC System to accomplish the following objectives:

- A. To enhance officer safety.
- B. To capture Data and evidence during the course of police encounters with individuals.
- C. To enhance the law enforcement Officer's ability to document and review Data for both internal reporting requirements and for courtroom preparation/presentation.
- D. To preserve Data for use in current and future investigations.
- E. To provide a tool for self-critique and field evaluation during officer training.
- F. To promote and demonstrate transparency and openness in the police department's interactions with members of the community.

D. Definitions:

BODY WORN CAMERA (BWC): A portable electronic recording device that is worn on a law enforcement Officer's body and that records audio and video data in the course of the Officer performing his or her official duties and responsibilities.

BWC Records Compliance Officer (RCO): A position housed in the Department's Records Division. The RCO will be responsible for the receipt and tracking of all public records requests for BWC recordings and will process all requests in compliance with the requirements of Florida State Statute Chapter 119 involving the release of public records as well as any exemptions that might apply to those requests.

BWC SYSTEM: Includes the body-worn camera, microphone, battery pack, docking and charging equipment, video storage solution, evidentiary controls, and privacy redaction functions.

COMPLIANCE REVIEW: A process by which authorized members of the Department conduct reviews of the Data captured by the BWC Systems.

DATA: Audio, video, and metadata captured on the BWC.

METADATA: Summarizes basic embedded file information about a data file which can make finding and working with particular data files easier. For example, user, category, tags, event number (ID field), report number (Title field), date created and file size are examples of basic document metadata.

EVIDENTIARY DATA: Footage of an incident or encounter that could prove useful for investigative purposes, such as a crime, an arrest or citation, a search, a use of force incident, or a confrontational encounter with a member of the public. Evidentiary footage is further categorized by specific incident type, and the retention period is governed by evidentiary rules and applicable law.

NON-EVIDENTIARY DATA: Footage that does not necessarily have value to aid in an investigation or prosecution, such as footage of an incident or encounter that does not lead to an arrest or citation or footage of general activities that an Officer might perform while on duty (e.g., assisting a motorist or clearing a roadway).

OFFICIAL LAW ENFORCEMENT MATTER: An encounter where a law enforcement officer, acting in an official capacity, comes in contact with the general public. These contacts include response to calls for service, traffic enforcement, and self-initiated enforcement activities. Although every encounter that may result in an Official Law Enforcement Matter cannot be identified in advance, officers are to use their training and experience when determining what may turn into an Official Law Enforcement Matter.

OFFICER: To include any and all FPPD personnel assigned a BWC.

E. Body Worn Camera Procedures:

1. The BWC and accessories will be assigned to BWC trained Officers. Individual Officers will be responsible for the maintenance and secure storage of the BWC. Officers who are assigned a BWC and accessories must use the BWC in accordance with policies unless authorized by their immediate supervisor as more fully set forth in these policies.
2. Officers shall follow existing officer safety procedures when conducting enforcement stops as outlined in Department policies and procedures. Officer safety shall not be compromised in order to record an event.
3. All Officers assigned a BWC will ensure the BWC is powered on and worn at all times while in uniform, including off-duty details. This includes tactical uniforms during tactical operations and detectives in plain clothes while wearing outer vests carriers conducting overt enforcement or serving search warrants.
 - a. The BWC will be powered on and worn at all times while operating department vehicles. This will include to and from job assignments unless the BWC has been placed in the docking station for uploading and charging.
 - b. Officers and Detectives assigned as a Federal Task Force Officer will follow their assigned Federal Agency's policy on body cameras while working under the authority of the Federal Agency.
4. At the beginning of each tour of duty, the Officer will inspect the BWC System for any physical damage, ensure it is fully charged, and in proper working order. Equipment malfunctions will be reported by the Officer to the Information Technology Department (IT Department) with notification to the Officer's immediate supervisor. If the BWC is inoperable and a replacement is not available, an email will be sent by the officer to their immediate supervisor and shift commander documenting the circumstances. The Quality Assurance Manager will ensure the inoperable camera is returned to the manufacturer for replacement as soon as practical.
5. Prior to going into service with a BWC, Officers will ensure they are wearing an authorized uniform, clearly identifying them as an FPPD police officer, unless otherwise authorized by the Chief of Police or designee. This policy is not intended to cover undercover officers or hidden cameras.
6. Officers will make every effort to place the BWC in the "Record Mode" as soon as practicable when involved in an Official Law Enforcement Matter. Officers who fail to activate the BWC

when involved in an Official Law Enforcement Matter are required to immediately notify their immediate supervisor and explain the reason for the non-activation. Additionally, the Officer will document the incident and reason for non-activation via E-mail to the shift commander by the end of the Officer's shift. The E-mail shall include the event number (ID field) and report number (Title field). The Office of Professional Standards will be cc. (carbon copied) on the email.

7. All BWC System Equipment and Data, including Data involving police involved shootings, shall be the sole property of FPPD and will be used for official purposes only.
8. At the end of each tour of duty, Officers will ensure that metadata has been added to all videos and the Data has been uploaded. The uploading of Data may be completed utilizing the Multi-Dock docking stations that will be maintained at the police department. Officers will ensure that the uploading of Data has been completed by the end of shift or as soon as practical with the shift commander's approval. On a voluntary basis, Officers may wirelessly upload the BWC via Wi-Fi. Officers will be responsible for ensuring the BWC system is stored securely and fully charged prior to their next tour of duty. Regardless of choice, Officers will ensure that metadata has been added to all videos and the data has been uploaded at the end of each tour of duty.
9. The Information Technologies (IT) Department will be responsible for the assigning and maintenance of the BWC System. The IT Department will ensure BWC operators, supervisors, and investigators have "view only" access to the recorded Data for legitimate law enforcement purposes or for other official reasons.
10. The RCO or approved designee will be responsible for all duplication and redaction of Data and will be responsible for providing BWC recordings to the Records Division for release in compliance with the law and City/Department policy which includes notification of the City Clerk's Office prior to release.
 - a. The RCO or approved designee will distribute copies of the video to comply with a defendant's right to discovery. The defendant's attorney must provide a copy of the Answers for Discovery document filed by the State Attorney Office on the case. Only those videos under the Fort Pierce Police Department report number(s) included on the Answer for Discovery will be released. All other requests not included in the same report number(s) or additional requests will be handled as a Public Records Request.
 - b. All videos released for the purposes of discovery will be shared through the BWC system via email link. The link will be set to be valid for only seven days and include the following warning on the restriction of release of body camera video:

Law enforcement body camera recording is confidential and exempt from public disclosure when taken inside a private residence, inside a health care, mental health care or social services facility, or in a place that a reasonable person would expect to be private. F.S. Sec. 119.071(2)(l)
11. Officers must complete the required block of instruction prior to being issued body worn recording equipment. Any department personnel involved in the use, maintenance, storage or release of audio or video Data recorded by the BWC System must also receive training. All training will be conducted through the training supervisor. The training will include, at a minimum:

- a. A review of the policy, relevant state and federal laws governing consent, evidence, privacy, and public disclosure.
- b. Hardware operation, charging, docking, malfunctions, lost or damaged equipment.
- c. Categorization, data transfer procedures, data access, security, retention guidelines, reporting improper recordings, and preparing and presenting digital evidence for court.
- d. Annual refresher training coordinated by the Department's Training Unit.

F. Body Worn Camera User Guidelines:

1. Personnel assigned to wear a BWC shall have the discretion to choose the placement of the device on their uniform in a location approved by the Department and consistent with vendor recommendations.
2. Officers will activate the BWC when responding to a call for service or engaging in any Official Law Enforcement Matter, as defined in Section D of this policy and as indicated below:
 - a. Traffic stops.
 - b. Citizen contacts related to Official Law Enforcement Matters.
 - c. Impaired driver investigations.
 - d. Vehicle pursuits/foot pursuits.
 - e. Traffic crash investigations, including officer involved crashes.
 - f. All calls-for-service.
 - g. Transportation of any prisoner(s) or citizen(s) for any reason.
 - h. All searches (persons, vehicles, structures, etc.)
 - i. All arrest situations or any in-custody Miranda rights advisements and interviews unless recorded by other means (i.e., in-car camera, interview room, etc.).
 - j. Other legitimate law enforcement contacts when the Officer believes it is in the best interest of the Department and the community.
3. When officers are assigned a call for service they will activate their Body Worn Cameras and advise dispatch, "Enroute, Body Worn Camera activated," or words to that effect. The dispatcher will acknowledge the Body Worn Camera has been activated or prompt the officer to activate the Body Worn Camera. For self-initiated activity, Officers will still be required to manually activate the Body Worn Camera as soon as practicable given the circumstances. In these instances, officers should notify dispatch "Body Worn Camera activated" or words to that effect once the camera is activated.
4. Once the BWC is turned on, Officers will continue to record until the conclusion of the event unless one of the following circumstances arise:
 - a. Officers may honor a victim's request to turn off the BWC in locations where victims have

a reasonable expectation of privacy, such as a residence, hospital, or place of worship. However, if the recording is being made pursuant to an investigation, arrest or search of the residence or the individual, the officer will continue to record.

1. The officer will explain the reason for denying the request to discontinue recording to the requestor, i.e. the need to capture statements or record other evidence.
 - b. Officers should balance the need to capture Non-evidentiary Data with the dignity of individuals who may be experiencing matters of a personal nature and may turn off their BWC as deemed appropriate.
 - c. Officers may turn off the BWC for intelligence gathering or to obtain information for a criminal investigation when a citizen will not provide said information on video. Officers will state on the record that they are stopping the BWC and upon reactivation will state that the BWC was reactivated to avoid accusations of editing after the fact.
 - d. Officers will contact their immediately supervisor for approval prior to turning off their BWC, in any of the above listed circumstances, unless the lack of expediency in obtaining such approval would hinder the investigation/assistance. In such cases, Officers will notify their immediate supervisory as soon as practical.
 - e. The circumstances surrounding the termination of the recording will be documented in the incident report and the comments area of the file details for the video. If no report is written, the circumstances surrounding the termination of the recording will be documented in the notes area of the file details for the video.
 - f. The supervisor will review the video of the incident to ensure compliance with this policy by the end of their shift.
5. Officers are not required to obtain consent from individuals to video/audio record. Officers are not required to inform individuals that they are being recorded. If, however, the Officer determines that informing an individual may de-escalate a situation, or if asked whether a BWC is being utilized, the Officer should disclose that he/she is recording.
6. Additional arriving units dispatched to a scene who are assigned a BWC will begin recording and continue to record until the conclusion of the event.
7. BWC Data may only be disseminated for official purposes or as otherwise permitted by applicable law.
8. The Department and individual Officers are likely to be scrutinized whenever there is no video of an incident where video would have been helpful. Officer discretion and documentation will be paramount in explaining his or her actions.
9. Officers, supervisors, and investigators may use Data captured via the BWC System to assist with the investigation and/or completion of appropriate reports.
10. Officers and supervisors may use Data captured via the BWC System for training purposes, with proper and prior authorization from the Chief of Police or designee. The employee(s) who were

captured on the BWC System, wherein the video will be used for training purposes, will not be identified. The BWC System's redaction tools will be used to conceal identities.

G. Prohibited Conduct:

1. The BWC will not be utilized to record under the following circumstances:
 - a. To record other Department members unless it is during the course of an Official Law Enforcement Matter as defined in this policy;
 - b. During employee meal and restroom breaks;
 - c. While completing reports;
 - d. During case discussions with other Officers;
 - e. During other administrative functions;
 - f. During general or performance related discussions with employees/supervisors;
 - g. During any court related matter, to include pre-trial conferences, depositions, or any other activity within a courtroom;
 - h. While inside any police or county owned facility, unless the Officer is in the process of handling an Official Law Enforcement Matter;
2. Officers assigned a BWC shall not knowingly record confidential informants or officers working in an undercover capacity.
3. The Fort Pierce Police Department recognizes that BWC footage may contain sensitive and restricted information that must remain secure to protect the privacy of our citizens. Therefore, officers and employees are prohibited from participating in and will ensure that no one else participates in any of the following associated with the BWC or BWC Data:
 - a. Allowing citizens to review recordings on the scene. The Officer's immediate supervisor shall be notified if a citizen insists on viewing the recording on the scene. The immediate supervisor will explain the public records request procedure to obtain or view a copy of the footage.
 - b. Accessing, reviewing, copying, or facilitating the release of any recording obtained via the BWC without their immediate supervisor's approval and other than for official law enforcement purposes.
 - c. Making copies of any recordings for personal use and using any recording device (such as a phone, camera, or secondary video camera) to record any Data captured by the BWC System.
 - d. Using any other electronic devices, or other means, in order to intentionally interfere with

the capabilities of the BWC System.

- e. Posting BWC footage to any social media site, without prior written approval from the Chief of Police or designee.
 - f. Erasing, altering, modifying or tampering with any original BWC Data.
4. Employees are not permitted to utilize any personal video recording device to capture any event.
 5. Failure to activate the BWC System as outlined in this policy, properly retain and store recordings, or the abuse or misuse of the system may result in disciplinary action.
 6. Intentionally turning off the system in anticipation of a use of force incident or other confrontational citizen contact is absolutely forbidden, and will result in discipline up to and including termination.
 7. In cases where an Officer has captured restricted/prohibited footage, the Officer will mark the video restricted, notify his or her immediate supervisor and provide details of the incident. The immediate supervisor will notify the Support Services Bureau Commander or his designee via email with the circumstances for marking the video as restricted with the file number, the event number (ID field) and report number (Title field). The Support Services Bureau Commander or designee will review the video, gender specific when necessary, to determine the validity of the circumstances. The final decision of the status will be determined by the Chief of Police or designee. Once approval for the video to remain restricted is received from the Chief of Police or Designee, the email chain will be scanned and uploaded into the system. If a portion of the video is of evidentiary value, a copy of the video will be made with the restricted/prohibited portion redacted and unloaded to the system under the same event number (ID field) and report number (Title field).

H. Media Uploading, Storage/Evidentiary Data:

1. All BWC Data shall be retained for at least the minimum period of time required by law, as provided in Section L.
2. All BWC Data may be considered as evidence.
3. The Officer assigned the BWC or his or her immediate supervisor will ensure that the BWC is placed in the proper docking station at the end of each shift to facilitate the transfer of recordings.
4. Officer assigned the BWC shall be responsible for reviewing the footage and entering the Metadata in accordance with the Data management system. The Metadata will be added using department issued computers. Officers may opt to use the mobile application to add Metadata on a voluntary basis. This should be completed after each call, if practical, or by the end of his or her shift. This requirement may be waived if exigency exists and is approved by the shift commander; however, it must be completed as soon as practical.

Metadata entered for identification of footage shall include the following:

- a. The CAD event number will be entered in the "ID" field with no dashes.

- b. All FPPD case numbers will be entered in the "Title" field with no dashes.
- c. Selection of the proper category.
- d. Selection of the appropriate "tags" when applicable.
- e. Unless the information is available through other means such as Computer Aided Dispatch record, written report, citation, etc, officers shall add the incident information into the "notes" field. This will include, at minimum, the incident address, the name of the victim and name of the suspect. For example:

Location of event
Suspect's name
Victim's name

5. If applicable, the Officer will mark the segments of the recordings that are Evidentiary Data and label them according to the contents of the marked section (i.e. victim's statement, suspect's statement, Miranda warning, etc.). This should be completed after each call, if practical, or by the end of his or her shift. This requirement may be waived if exigency exists and is approved by the shift commander; however, it must be completed as soon as practical.
6. If BWC Evidentiary Data is required, the RCO must be notified within a suitable time prior to the need. The RCO will ensure proper dissemination of video evidence.

I. Supervisory Inspection and Audit Responsibilities:

1. Supervisors are responsible for ensuring that the BWC is operated in accordance with established departmental policy.
2. BWC recordings and Data are kept in a closed, cloud based solution which is regularly managed and audited. These features ensure the integrity of the Data uploaded to the cloud. The IT Department will maintain custody of this cloud based system.
3. When feasible, supervisors should review Data captured via the BWC prior to the completion of any FPPD administrative reports, such as crash reports, Supervisor's Use of Force Report, etc., where a BWC was utilized by any of the Officers on the scene.
4. BWC Data will not be utilized indiscriminately for disciplinary purposes, meaning random searches of videos looking for policy violations will not be conducted.
5. Supervisors may access applicable BWC Data to verify and address complaints received in response to an internal (from the Department) or external (from the public) source and prepare a memorandum documenting the action taken to the appropriate Bureau Commander for disposition.
6. Personnel assigned to Office of Professional Standards will review BWC video when internal/external complaints are received.
7. Supervisors will also review BWC Data in response to an observed performance deficiency.
8. The review of Data contained in the BWC System shall be used to assess training needs and to

ensure compliance with departmental policy.

9. Bureau Commanders shall ensure the following:

- a. All supervisor(s) with subordinates who carry the BWC System shall complete a Monthly Compliance Inspection by randomly picking at least two of his or her employees and randomly viewing at least three of their videos to ensure compliance with this policy. The results of the review will be documented on the BWC Monthly Compliance Report and forwarded to the appropriate Bureau Commander for review.
- b. Appropriate notifications via the chain-of-command are made when a departmental concern is discovered (i.e., FPPD Training Unit for training issues, Office of Professional Standards for policy violations, etc.).

J. Critical Incident and Special Circumstances:

1. During the course of a shift, Officer's equipped with BWC Systems may encounter situations where critical incidents or special circumstances are captured on video. Those situations require an immediate response from investigative units and include, but are not limited to, the following:
 - a. Contact police shootings.
 - b. Non-contact police shootings.
 - c. In-custody deaths.
 - d. Officer involved traffic crashes with fatalities or serious injuries.
 - e. On-scene complaints of excessive force.
 - f. Officer suffers serious injury or death in the line of duty.
2. During these circumstances, Officer's equipped with BWC Systems that captured the incident will stop recording by powering down the device at the conclusion of the event. The BWC System will remain affixed to the Officer(s) in the same position as it was affixed throughout the event, and shall not be handled in any fashion unless emergency medical attention is necessary, requiring that the device be removed. The lead investigator from the Criminal Investigative Division or Office of Professional Standards will retrieve the BWC device from the Officer(s) and process it according to agency standards for handling evidence. In addition, the lead investigator or designee will also coordinate the response of the IT Department, who will be responsible for the recovery and storage of all Data evidence captured on the device. The RCO will provide copies to any authorized outside agencies that may need one upon request.
3. Officers involved in a critical incident may review the recorded footage from the body camera, upon officer's own initiative or request, before writing a report or providing a statement regarding any event arising within the scope of the officer's official duties. Any such provision may not apply to an officer's inherent duty to immediately disclose necessary public safety information.
4. Officers equipped with BWCs should be cognizant that any conversations following the event will be captured. Therefore, protected conversations with appropriate counsel or union representative should not take place until the BWC is removed or completely powered down (for example, an Officer wearing a BWC involved in an officer-involved shooting should not have a conversation

with his attorney while still wearing the BWC system).

K. Documentation and Recording:

1. Use of the BWC shall be documented on the appropriate official departmental record (i.e., Offense Incident Report, Field Interview Report, or Uniform Traffic Citation) in all cases where a BWC is operational to indicate that BWC footage is available for a particular event. This will be completed by including the phrase "BWC Footage Available" as the last line of the narrative on all corresponding reports.
2. When preparing an official departmental record in connection with an investigation or police event (i.e., Use of Force, Employee Injury, or Citizen Complainant), Officers shall indicate on the last line of the report that a BWC was utilized and footage is available by including the phrase "BWC Footage Available" as the last line of the narrative.
3. If a malfunction of the BWC occurs and video is not able to be retrieved from the camera, the officer will include in all reports explanation of why BWC footage is not available for all cases affected.
4. Data recordings are intended to supplement departmental reports. Submitted written reports are still required to comprehensively capture the totality of events.
5. When a report is not written and the information is not available through other means such as Computer Aided Dispatch record, written report, citation, ect., the event details will be documented in the notes file for the video.

L. Retention and Public Release:

1. BWC Data captured as part of an Officer's duties shall be the property of the FPPD and be considered an official public record of the Department.
2. The release of BWC Data through a public records request or other legal authority shall be governed by applicable law.
3. Prior to releasing any BWC recordings, the Records Division will ensure that any and all redactions are in compliance with Florida's public record laws, consulting with the City Clerk's Office as necessary.
4. Non-evidentiary Data shall be retained for at least ninety (90) days, or as long as needed for administrative investigations or litigation.
5. All Data will be retained in compliance with the retention schedules published by the Department of State, Division of Library and Information Services.
6. Retention Periods by Category:
 - a. Traffic stops – six (6) months.
 - b. Citizen contacts related to Official Law Enforcement Matter – ninety (90) days.

- c. Impaired driver investigations – three (3) years.
- d. Vehicle pursuits/foot pursuits – one (1) year unless arrest, then the arrest retention applies.
- e. All Calls-For-Service – ninety (90) days.
- f. Transportation of any prisoner(s) or citizen(s) for any reason – six (6) months.
- g. All searches (persons, vehicles, structures, etc.) – ninety (90) days unless arrest, then the arrest retention applies.
- h. Felony Arrests – five (5) years or until final disposition of the case, whichever is later.
- i. Misdemeanor Arrests – three (3) years or until final disposition of the case, whichever is later.
- j. Other legitimate law enforcement contacts when the Officer believes it is in the best interest of the Department and the community, such as contacts involving death, serious bodily injury, or other critical incidents or special circumstances as outlined in Section J, - until manually deleted.
- k. Does not meet above criteria – ninety (90) days.
- l. Litigation Hold – until litigation hold is lifted.

M. Issuance of Equipment:

1. BWC Systems will be issued to individual Officers who have completed the approved BWC training.
2. A record of the inventory will be maintained by the IT Department and the Quality Assurance Manager.
3. IT Department shall coordinate the equipment transfer when removing a BWC System from one user to another user.
4. Officers will immediately report any loss of, or damage to, any part of the BWC equipment, by e-mail to their immediate supervisor. The officer will cc. the email to their respective chain-of-command, I.T Department and Professional Standards.

N. Body Worn Camera Policy Review:

The BWC Program and this policy will be reviewed annually or more frequently as needed to ensure compliance with current laws. Best practices as published by the law enforcement community will be considered in the review of this policy.

O. Authority and Reference:

F.S.S. 119.07

F.S.S. 119.071

F.S.S. 943.1718

Policy #53.100 Inspections

Policy #54.110 Public Records Request

Policy #84.100 Property Management & Evidence Handling

I.A.C.P. National Law Enforcement Policy Center, Body Worn Cameras, April 2014

DRAFTED BY: fa/November 1, 2016

BLACK

LIVES

MATTER

Systematic Racism and Police Reformation

“I can't breathe”



The pressure of the knee on George Floyd who screams for his mother.



Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and in their work.

Why equality is vital in this very diverse Community

46%
Minority



54% White

Fort Pierce Rally In Memory Of:

- George Floyd
- Ahmaud Aubery
- Travon Martin
- Greg Hill***



Fort Pierce Rally In Memory Of:

-Demarcus Semer

-Corey Jones

-Breonna Taylor

-Eric Garner.





**CODE OF ORDINANCE CITY OF FORT
PIERCE**

**WHAT GOOD IS A BODY
CAMERA IF NOT USED**

PROPOSED ORDINANCE



**POLICE MUST
DOWNLOAD BODYCAM
FOOTAGE.**

DISCUSSION

Review Police Procedures

1. Chokehold.
2. De-escalation Training.
3. Knock First Warrant Execution Policy. (Breonna Taylor)
4. Re-organization of police advisory board.