



## CITY OF BELLE ISLE, FL

### CITY COUNCIL MEETING - UPDATED

Held in City Hall Chambers 1600 Nela Ave, Belle Isle

Held the 1st and 3rd Tuesday of Every Month

Tuesday, December 20, 2022 \* 6:30 PM

### AGENDA

#### City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor – Jim Partin, District 7

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or website at [www.belleislefl.gov](http://www.belleislefl.gov). If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Holihan, District 4
3. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
  - a. Approval of City Council meeting minutes - November 15, 2022
  - b. Approval of City Council meeting minutes - December 6, 2022
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, staff, or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and answered within a reasonable period following the meeting date.
5. **Unfinished Business**
  - a. Discussion/Approval to create the position of Assistant City Manager
6. **New Business**
  - a. Approval to extend the waiver for permits fees for damaged docks
  - b. Social Media Services Request for Proposal
  - c. Discuss Receipt of Unsolicited Proposal for New Police Facility
  - d. Approve Monetary Donation of Peter Madison Management
7. **Attorney's Report**
8. **City Manager's Report**
  - a. Issues Log
  - b. Chief;s Report
9. **Mayor's Report**
10. **Items from Council**
11. **Adjournment**



**CITY OF BELLE ISLE, FL  
CITY COUNCIL MEETING**

Tuesday, November 01, 2022, \* 6:30 pm  
**MINUTES**

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. Also present were City Manager Francis, Attorney Chumley, Chief Houston, Deputy Chief Grimm, and City Clerk Yolanda Quiceno.

**2. Invocation and Pledge to Flag – Commissioner Anthony Carugno, District 2**

Comm Carugno gave the invocation and led the pledge to the flag.

**3. Presentations**

Proclamation celebrating Sheldon Govia's 90<sup>th</sup> Birthday

Mayor Fouraker read the Proclamation for the record. Mr. Govia and his family were present for the presentation.

Hurricane Heroes

Mayor Fouraker presented a Certificate of Appreciation to Allyn Bencen for his volunteerism for hurricane-related recovery in Lake Conway Estates.

**4. Consent Items**

Approval of the following City Council meeting minutes,

- a. Approval of the City Council meeting minutes - October 18, 2022
- b. Approval of the City Council meeting minutes - October 28, 2022
- c. Approval of the City Council meeting minutes - November 1, 2022

**Comm Holihan moved to approve the consent items as presented.  
Comm Lowell seconded the motion, which passed unanimously 7:0.**

**5. Citizen's Comments**

Mayor Fouraker opened for Citizen Comments. There being no comments, Mayor Fouraker closed citizen comments.

**6. Unfinished Business**

- a. **ORDINANCE NO. 22-10 SECOND READING AND ADOPTION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, MODIFYING CHAPTER 10, "ENVIRONMENT," BY CREATING ARTICLE VII, "DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES; AMENDING SECTION 10-153 "GRASS, LANDSCAPING AND LOT MAINTENANCE; AMENDING CHAPTER 18 "PARKS AND RECREATION"; AMENDING SECTION 24-41 "TEMPORARY CONSTRUCTION**

DUMPSTERS"; AMENDING SECTION 30-32 "NOTICE TO REMOVE" AND SECTION 30-36 "REMOVAL OF VEHICLE BY CITY FROM PROPERTY" OF THE CITY'S CODE OF ORDINANCES; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

City Manager Francis read Ordinance 22-10 by title.

City Manager Francis said that at the November 2022 meeting, the City Council discussed and moved the ordinance for second reading. The ordinance changes include Chapter 10 for grass and lot maintenance and condemnation of dangerous structures, Chapter 18 for Parks, Chapter 24 for dumpsters, and Chapter 30 for notice and removal of vehicles.

**Comm Holihan moved to adopt Ordinance 22-10.**

**Comm Lowell seconded the motion for discussion.**

Comm Holihan asked for clarification of the definition of a vehicle as it relates to parking in Trimble Park. Mr. Francis said it is addressed on Page 10 18.7(h).

**Without further discussion, Ordinance 22-10 passed unanimously 7:0 upon roll call.**

City Manager Francis said the staff might move rapidly on 2-3 homes in the City that need to be condemned,

**7. New Business**

- a. **RESOLUTION NO. 22-32** - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, PROVIDING AN EFFECTIVE DATE.

City Manager Francis read Resolution 22-32 by title.

City Manager Francis said the resolution adjusts the final numbers for the FY 21-22 Budget. The change was based on expenditures that the City Council approved during the year that were not in the previous amendment and accounted for additional revenues received that were not previously budgeted.

**Comm Lowell moved to approve Resolution 22-32.**

**Comm Smith seconded the motion, which passed unanimously upon roll call 7:0.**

- b. **RFP For Updating Stormwater Rate**

City Manager Francis presented a draft Request for Proposal for updating the Stormwater Rate. The last increase was issued in 2003. During that time, stormwater was measured as an ERU to measure the 4,087 square feet rate. Staff believes the ERUs need to be adjusted for commercial and residential properties based on the size of the new development. He noted that stormwater fees are currently assessed as a non- Ad Valorem assessment on property taxes and collected by Orange County under an agreement with the City. The consultant will research for any adjustments and will provide a 10-year plan for Council consideration.

**Comm Smith moved to approve the RFP and direct the staff to move forward with advertisement and with the project.**

**Comm Holihan seconded the motion, which passed unanimously.**

**7. Attorney's Report – No report.**

**8. City Manager's Report**

City Manager Francis spoke briefly about the additional debris around the City. The debris for Hurricane Ian was collected, and Hurricane Nicole followed. We did not receive FEMA authorization for Category A Debris Removal for Hurricane Nicole. Until Orange County submits its numbers, the City may not receive the designation, which is why the debris is not being collected. Mr. Francis asked the Council if they would like to take the "gamble" that we will be reimbursed and approve the FEMA contractor debris removal for

approximately \$500,000. It will come out of the General Fund if it is not reimbursed. The Council consensus was to wait until the end of the week for FEMA determination. They would like the residents to bundle any debris for regular pickup. Once FEMA approves Category A, the contractor will be ready to start pickup throughout the City, and it will be posted on Facebook and as an e-lert.

Comm Lowell asked if residents would like to pay the City contractor for pickup at their homes can they call the contractor to assist them. Mr. Francis said they could if the resident paid for their pickup.

Comm Carugno said there is a concern that there may be some illegal dumping on Hoffner and was wondering what the City can do about it. Mr. Francis said if they are caught, they can be fined for illegal dumping. In addition, Comm Carugno said waiting to pick up debris from this current storm is hard for some residents as they were still picking up debris from Hurricane Ian. Mr. Francis said the City posted information about Hurricane Ian clean up and asked if any residents needed more time to contact City Hall, and we did not receive any calls.

Mr. Francis said if residents have fallen trees or debris issues Orange County website has contact information for FEMA resources to help them with tier personal property. If the City does not receive the authorization, the City will post FEMA resources on the City's website.

a. Issues Log

Mr. Francis gave an overview of the Issues Log dated November 15, 2022. He further added,

- CCA asked if they could build a wall all around Wallace field. He said he does not believe that will be approved. As part of the site plan, Mr. Francis said he would like to renegotiate to include parking for the open space/city park designation.
- CCA is now responsible for the Lancaster House with the current lease and will remove this action item moving forward.
- He added two new issues to the Issues Log, Weed Management and Weir Management.
- The open position for the Public Works Director has been published with a deadline of December 7, 2022. To date, the City has received one application.
- The City has received one application for the Comp Plan Committee.

b. Chief's Report

Chief Houston reported on the following,

- Chief Houston said the budgeted Drone for the Police Department was delivered today. Officer Clark will be FAA certified to operate the drone, which may be beneficial for searching for missing persons and traffic evaluations.
- Chief Houston gave a brief on Hoffner traffic stats that included: 23 crashes, 625 citations, 381 warnings, and 2,200 red light camera citations. They are working very hard to make Hoffner Avenue safe.
- Due to the high water on Lake Conway, Chief Houston advised users to avoid the wakes close to 500ft from the shore.
- Deputy Chief reported that the City had introduced GoGov to City residents. If anyone has any questions on use, please have them contact the City staff. He added that they have one opening for an Officer, Code Enforcement Officer, and Crossing Guard.

9. **Mayor's Report**

Mayor Fouraker reported on the following,

- Mayor Fouraker shared his concerns with the weirs with the last two storms. The boards were left in, which made our Lake a reservoir. He is happy that the City Manager is communicating with Orange County.
- Former Mayor Rigante has a dock in disrepair and volunteered to assist with removing the dock along with other volunteers. If anyone is interested, they should contact him via cell or email.

## 10. Items from Council

- Comm Partin asked how long it will take to permit lighting at Monet/Hoffner. The City Manager said not much longer for the permit.
- Comm Lowell said at the request of a resident of an additional pet station at Gilbert Park.
- Comm Smith said he attended the Nov 3rd Metro Plan Meeting and thanked the mayor for the opportunity to be part of the process.
- Comm Shuck noted that he had observed the Golf Cart riders not following the traffic rules/laws around the school area – creating a safety issue.
- Comm Gold asked if staff could post why the Lake has not opened and Orange County's justification for the closure. Chief Houston said Orange County staff has taken a tour of the Lake and found that it is not safe at this time open due to floating debris. Comm Carugno said many docks were destroyed during the storm, including comprised drain fields.
- Comm Carugno said he received complaints from wakeboards causing havoc on the Lake. During the cleanup, he asked for traffic control around former Mayor Rigante's house.
  - ANAC meeting on January 13<sup>th</sup> – 10 am
  - He wants to keep Noise Abatement complaints on the Issues log and the Lancaster House.
  - The boat Parade is scheduled for Dec 16<sup>th</sup>, 17<sup>th</sup>, and 18<sup>th</sup>.

## 11. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn.  
The motion passed unanimously at 8:25 pm.



# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, December 6, 2022, \* 6:30 pm  
**MINUTES**

Present was:

Nicholas Fouraker, Mayor  
District 1 Commissioner – Ed Gold  
District 2 Commissioner – Anthony Carugno  
District 5 Commissioner – Beth Lowell  
District 6 Commissioner – Stan Smith  
District 7 Commissioner – Jim Partin

Absent was:

District 3 Commissioner – Karl Shuck  
District 4 Commissioner – Randy Holihan

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. Also present were City Manager Francis, Attorney Chumley, Chief Houston, Deputy Chief Grimm, and City Clerk Yolanda Quiceno.

**2. Invocation and Pledge to Flag – Commissioner Beth Lowell, District 5**

Comm Lowell gave the invocation and led the pledge to the flag.

**3. Presentations**

a. Presentation of the Mayor's Annual "State of the City" Message to the City Council

Mayor Fouraker presented the State of the City. He stated that the entire State of the City address could be viewed on the City's website and published in the current Belle Isle Connection Newsletter.

b. Hurricane Heroes

Mayor Fouraker presented a Certificate of Appreciation to the Hurricane Heroes and thanked them for their volunteerism for hurricane-related recovery. The Heroes acknowledged were Donald Hoevenaar, Dave Smith, Pete Madison, Tyler Madison, Chris Bass, Officer Trendafilov and Officer Tapia, Mark and Austin Smothers, Richard Weinsier, Sandy and Don George, William and Cole McMullen, Joanna Brune, Remington Readey, and Jose Cabrera. He further thanked Commissioners Carugno, Smith, and Lowell for their continued support of the residents of Belle Isle and for being part of the hurricane recovery.

**4. Consent Items - n/a.**

**5. Citizen's Comments**

Mayor Fouraker opened for Citizen Comments. There being no comments, Mayor Fouraker closed citizen comments.

**6. Unfinished Business – n/a.**

**7. New Business**

a. Discuss/Approval of Land Acquisition

City Manager Francis said the City Council provided him the direction to investigate available properties that may be an asset to the City. He presented an updated site survey for the 1209 Hoffner Avenue property, .56 acres of open space with a 25-foot easement off Hoffner, and a non-binding letter of intent to purchase for \$200,000. He stated that the landowner has accepted the offer and is bringing it forward for Council approval. The City is currently obtaining a Phase 1 Environmental survey. The property can be annexed into the City in the future because it is contiguous with the right-of-way by the Masonic Lodge.

Council discussed using the property as an open space and adding security fencing and signage. Council discussed annexation with the surrounding properties. Mr. Francis noted that an involuntary annexation might be possible. The properties on the east and west are part of the Pine Castle Preservation District, and voluntary annexation is a tuff process.

Mayor Fouraker said the Wallace Field development is on hold because the Council has prioritized finding a new City facility. We do not have excess property, and this is a very inexpensive acquisition that allows us to plant our flag further toward Hansel Avenue.

**Comm Smith moved to accept the offer to purchase the property at 1209 Hoffner Avenue for \$200,000, contingent on a clear environmental assessment.  
Comm Gold seconded the motion, which passed unanimously 5:0.**

b. Approval of Purchase of New Boat Motor for Police Department (PD)

Mr. Francis said the Council allocated \$50,000 to purchase a new boat; however, with the increasing prices, the PD purchased a personal watercraft for lake patrol. A new motor is needed for one of the boats. Under the City Purchasing Policy, any purchase between 15-20,000 must be approved by Council. The PD has included three written quotes and will offset some costs by reselling the current motor.

**Comm Gold moved to approve the purchase of a motor from Portside Marine for \$23,674.00  
Comm Lowell seconded the motion, which passed unanimously 5:0.**

c. Request for Authorization to Take Necessary Legal Action to Resolve Septic Tank Issue at 1615 Idaho Avenue

The City has received and verified complaints of a leaking septic system down the driveway located at 1615 Idaho Avenue. The Code Enforcement Officer fined the owner and notified the Department of Health. Regardless of the fines and liens imposed against the property, the owner has yet to take appropriate corrective actions. This situation falls under the recent ordinance passed about dangerous and substandard structures. Staff is asking for Council authorization to undertake legal action to enforce the City's code and abate the nuisance. The consensus was to have the Council evaluate the cost before moving forward with the abatement and lien.

Attorney Chumley said Code enforcement often is an imperfect way to deal with these issues. In this sense, we have a sanitary nuisance essential, a public nuisance in our code. We will seek an order from the Court authorizing us to abate the issue. The cost for filing the Court order and administrative fees may be approximately 25,000+. This property is currently homestead, and the law protects the enforcement of non-consensual liens against homestead properties. If a lien or judgment is processed, it may never be paid unless the home is sold and the bank would like to satisfy the lien, subject to limitations of seven years. Attorney Chumley said the City would have to assess the issues fully. After correction, if the homeowner continues to live on the property, there may be the possibility that it will happen again.

Chief Houston stated that this is a known drug home. The homeowner has indicated that he would like to sell the property. Some neighbors are interested in purchasing the home as-is. The homeowner has been cited for renting without a license and numerous other citations.

Mr. Francis said under the new ordinance; the City would also be evaluated at two other addresses, St. Marie and Arajo.

**Comm Gold moved to approve the City's filing of a lawsuit to enforce the City's Code and seek abatement of the sanitary nuisance at 1615 Idaho Avenue.  
Comm Smith seconded the motion, which passed unanimously 5:0.**

d. Discuss Report to OIA ANAC Committee

City Manager Francis said the staff received many complaints from residents regarding noise from the airport. The increase in noise is twofold; 1. Introduction of the Metroplex operation and procedures for outgoing aircraft, and 2. taking away the natural noise buffer on the east side of Conway. Comm Carugno worked with the Consultant and developed a report to present to the ANAC Board for the north and south operations. If there is no

response, it will be submitted to the GOAA Board or the FAA. The report will be presented to the ANAC Board at their next meeting on January 13, 2023.

**Comm Partin moved forward with the report developed by the City and its Consultant to the airport's ANAC Board and the GOAA Board for their review.**

e. Discuss/Approve RFP for Centennial Event Consultant

In 2024, the City will observe its 100<sup>th</sup> Anniversary. To assist the Special Events Committee, the City will issue an RFP for an event planning Consultant to help with a budget and other assistance. The Special Events Committee has reviewed the RFP and is ready to be published. If interviews are necessary, the Special Events Committee will schedule them accordingly.

**Comm Gold moved to approve the RFP and direct staff to publish the RFP.**

**Comm Smith seconded the motion, which passed unanimously 5:0.**

f. Discuss/Approve RFP for Continuing Services Contract for Sidewalk Repair/Replacement

The Council directed the Public Works Department to inspect and repair/replace sidewalks and driveway aprons. The City does have a contractor; however, the RFP will provide continuous service with single or multiple contractors and would eliminate the need to request quotes each time work is necessary. Mr. Francis noted that widening sidewalks, i.e., Judge and Hoffner, will be part of the traffic plans submitted by MetroPlan and under the Traffic Advisory Committee. As a note, Orange County does not allow the City to piggyback under its contract.

**Comm Smith moved to approve the RFP and direct the staff to publish the RFP.**

**Comm Partin seconded the motion, which passed unanimously 5:0.**

g. Discuss/Approve RFP for Comprehensive Plan Update Consultant

Every seven years, the City must report any changes to the City's Comprehensive Plan to the State. In 2017, the Council sent a letter to the State that there were no changes at the time. The next update is due in 2024. There have been many changes in the City, and he anticipates changes to the Plan. The staff has received two applications for the Comp Plan Committee and is looking for volunteers. The deadline for the application submittal will be extended for all Districts.

**Comm Partin moved to approve the RFP and direct the staff to publish the RFP.**

**Comm Lowell seconded the motion, which passed unanimously 5:0.**

**8. Attorney's Report - na**

**9. City Manager's Report**

a. Issues Log

Mr. Francis gave an overview of the Issues Log dated December 6, 2022.

City Manager Francis provided a copy of a "To-do List." Mr. Francis asked for assistance and explained the many open projects on his desks that require much time. He is hiring a Public Works Director and will take care of some items. As part of the succession plan, he is looking for Council approval to hire an assistant City Manager and have someone in place.

Mayor Fouraker spoke on his agreement with the request. He noted a lot of savings and value in creating a smart succession plan. Comm Carugno and Comm Lowell agreed.

Comm Smith asked if the Budget Committee has approved the position. Mr. Francis said it was not funded in the budget but was a discussion item on the needs list.

Comm Gold said that because the request is for a succession plan, he would like to see the Council participate in the hiring of the Assistant City Manager. Council discussed having the City Manager collect the three best resumes and provide a recommendation to the Council. After implementing the succession, a discussion ensued on a 3-month probationary period.



Comm Partin said he would like to see how many items on the To-do List are systematic in the absence of a Public Works Director. He would also like to have a full council when making the decision. Comm Smith agreed.

Council recommended an agenda item for consideration at the next meeting that will include a draft of the RFP, including salary, expectations, and Council participation in the interview process.

**b. Chief's Report**

Chief Houston reported on the following,

- Chief Houston reported that they have three good candidates for consideration.
- Regal has a new safety staff and is excited about implementing the new Plan.
- Crosswalk detail on Monet – 15 citations were issued in two days.
- A golf cart safety message was posted on social media to promote traffic laws.
- Increase in calls from dementia residents – if you can identify someone who may need assistance, please contact the Community Service Officer.
- Safety and traffic issues on Fairlane/Hansel crosswalk. We are looking to schedule meetings to discuss using designated crosswalks.
- Three strong candidates for Code Enforcement are to be determined in January.
- Red Light Cameras eastbound on Lindos and McCoy are active as of December 1. The warning period has expired.
- The grant for license plate readers will be on the next agenda for Council review and approval.
- The 500 ft wake is not in effect and has expired with the emergency ordinance, and the ramps are now open.

**10. Mayor's Report**

Mayor Fouraker reported on the following,

- Mo Rigante was a wonderful person, and I thanked him and his family for the support of the City.
- Mayor thanked Comm Uribe for the Santa stage for the Light the Way event.
- Mayor Fouraker thanked Holly Bobrowski and the Special Events Committee for all their hard work with the City events.

**11. Items from Council**

Comm Carugno shared his concerns with the operations of the weirs. He would like to request that the City Attorney can recommend how we can get to someone who makes decisions on their operations. Attorney Chumley suggested that staff submit a public request for documents on their decision-making process. Mr. Francis noted that he had emailed Orange County staff to schedule a departmental/stakeholder meeting.

**Comm Carugno spoke on the upcoming meeting dates and motioned to cancel the December 20 meeting.**

**Comm Partin seconded the motion.**

**The motion failed 3:2.**

Comm Partin spoke on "porch pirates" and encouraged residents to pay attention to their deliveries. Comm Lowell spoke on the uptick in safety concerns at the Publix on Hoffner and asked if the City could post on social media.

**12. Adjournment**

There being no further business, Mayor Fouraker called for a motion to adjourn.

The motion passed unanimously at 8:30 pm.



**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** December 20, 2022

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Position of Assistant City Manager

**Background:** The City Manager is requesting that the City Council approve and allocate the funds for the position of Assistant City Manager (ACM). The City Council in past years discussed this position but did not formally approve the position. As the city grows and the projects that are undertaken by the City increase, this position is necessary to allow the City Manager to focus on larger projects and more global issues that would affect the City. The ACM will assist the City Manager with a wide variety of other daily items such as interaction with other governmental jurisdictions, citizens inquiries and complaints, routine requests for permits (parking, special events, tree removal, etc.), project research and planning, policy drafting, grant writing and administration, and administering capital projects for the City. The ACM serves as a member of the City’s leadership team and works in concert with the City Manager to develop organizational values, principles, and climate conducive to organizational excellence. The ACM is an important part in the transition of the administrative leadership. If the ACM will not become the CM, the ACM acts as interim until the Council has had the opportunity to thoroughly review and vet candidates for the CM position. The ACM acts as a liaison between the Council and departments while this process is taking place.

**Staff Recommendation:** Approve the position and allocation of funds for the position of Assistant City Manager.

**Suggested Motion:** I move to approve the position of Assistant City Manager as requested.

**Alternatives:** Do not approve the position.

**Fiscal Impact:** Salary Range of \$89,500-95,000 (DOQ)

**Attachments:** Job Description for ACM (draft)

Assistant City Manager

Belle Isle, Florida is seeking an Assistant City Manager, a newly created position, to serve as a liaison between the City Manager and department heads, assist with the management of the day-to-day operations of the City and facilitate effective, efficient communication across departments. This position reports to the City Manager and provides strategic direction and leadership oversight to assigned City departments and functions. The Assistant City Manager will have the exciting opportunity to lead and manage special projects and find creative ways for departments to communicate and collaborate, setting the tone for an open, inclusive, and cohesive organizational culture.

The starting salary range for this position is \$89,500 and \$95,000, depending on qualifications, certifications, additional skills, the number of years you have spent in your profession. The City also provides a generous benefits program including health insurance, annual, sick, holiday, personal and paid parental leave and retirement.

The position requires a bachelor’s degree from an accredited college or university in public or business administration or a related field, and five years of responsible senior level administrative management experience. An equivalent combination of education and management experience will be considered. The ideal candidate must demonstrate a record of successful leadership in executing strategic goals, transparent communications, prudent financial management, effective community partnerships, and engaging residents. The successful candidate will incorporate an equity, diversity, and inclusion framework into community relations and staff management.

The City of Belle Isle is an Equal Opportunity Employer. The City of Walla Walla will provide reasonable accommodation to disabled applicants if requested. Please notify the Human Resources office at least 5 days prior to the need.

This position is open until filled; first review January 9, 2023.

GENERAL PURPOSE

Under the supervision of the City Manager, the Assistant City Manager (ACM) will perform a variety of tasks within the organization. This position assists the City Manager in the planning, directing, management and review of the activities and operations of the City. The ACM assists City Manager in implementing the City Council’s policies and goals, recommends policies and procedures to improve efficiency of City services, and implements and executes policies as established by the elected City Council. The ACM also provides strategic direction and leadership oversight to assigned City departments and functions. The Assistant City Manager performs one-time and continuing assignments or special projects as assigned by the City Manager. This role serves as Acting City Manager during the absence of the City Manager.

REPORTING RELATIONSHIPS:

Reports to: City Manager  
Supervises: As assigned by City Manager

Department: Administration

Pay Grade: The salary will be commensurate depending on qualifications and experience. Starting salary range: \$89,500 and \$95,000 DOQ

FLSA Status: Exempt

MAIN JOB TASKS AND RESPONSIBILITIES

- Assists the City Manager in planning, coordinating, and implementing City programs and services.
- Assists department Directors and Managers with the analysis and resolution of problems and establishes strategies for the delivery of service.
- Reviews and approves performance evaluations.
- Participates in the development and administration of the City budget; directs the preparation and implementation of budgetary adjustments as necessary.
- Prepares for and responds to various City emergency situations and serves in the Emergency Operations Center (EOC) in a variety of assignments.
- Represents the City at various meetings and promotes the City’s interests and development.
- Manages and prepares special studies as assigned by the City Manager.
- Keeps the City Council, City Manager, and management staff apprised off matters that may impact City’s plans, projects, operations, and costs.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend to the City Manager discipline and termination procedures.
- Attends and participates in meetings with staff, vendors, council members and committees.
- Attends City Council, Commission, Committee and Board meetings as directed.
- Provides quality customer service to City staff, the public, and all other work contacts.
- Assists the City Manager by responding to and resolving difficult and sensitive citizen inquiries and

complaints having an impact upon the public image of the City.

- Completes special and ongoing projects and tasks assigned by the City Manager and elected officials.
- Performs other related duties as required/assigned.
- Conveys a positive, professional image by action, communication, and appearance.
- Exhibits regular, reliable and punctual attendance, which is an essential function of the job.
- Exercises independent judgment and maintains confidentiality when required.

**EDUCATION AND EXPERIENCE**

- Bachelor’s Degree in Public Administration, Business Administration, or a related field.
- Minimum of seven (7) years of progressively responsible experience in municipal government management and current experience serving either as City Manager or Assistant City Manager, or Department Head is strongly preferred.

**CERTIFICATIONS, LICENSES AND SPECIAL REQUIREMENTS**

- Proof of citizenship and/or eligibility to legally work in the United States.
- Must possess and maintain a valid Florida Driver’s License, with a good driving record.

**KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge of current municipal administrative methods, procedures, organizations and functions.
- Knowledge and experience in the supervision and management of the financial activities of municipal government.
- Knowledge of municipal financial analysis.
- Knowledge of federal and state laws, principles and practices of municipal administration.
- Skill in the use of computers and Microsoft Office applications.
- Skill in the supervision and management of the administrative and financial activities of municipal government.
- Skill in clearly communicating complex material in writing and verbally in a professional manner.
- Ability to clearly and effectively communicate, both orally and in writing. Must be able to give effective presentations to City Council, employees, citizens and other groups.
- Ability to establish and maintain effective working relationships with City staff, department heads and City Council members.
- Ability to make independent judgments regarding appropriate responses to routine and non-routine questions or situations and possess the ability to recognize when an issue needs to be referred to the City Manager.
- Ability to use a personal computer and installed software to accomplish administrative tasks such as writing, receiving, and responding to e-mail, generating reports, creating spread sheets, writing letters, keeping calendars, files, and contact lists, etc.

**WORKING CONDITIONS & PHYSICAL REQUIREMENTS**

- Work environment is primarily an office setting, where noise and temperature levels are moderate.
- Work may occasionally require travel by automobile in conducting City business and visiting various outdoor sites, some of which may be potential or actual construction sites with rough terrain.
- The work is sedentary work which requires exerting up to 10 pounds of force occasionally and/or

negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

- Must possess the physical ability to work primarily with fingers, perceive the nature of sounds, make rational decisions through sound logic and deductive processes, express or exchange ideas by the spoken word, substantial movements (motions) with the hands, wrists, and/or fingers, and discern letters or numbers at a given distance.
- Additionally, the following physical abilities are required: grasping, handling, hearing, manual dexterity, mental acuity, reaching, repetitive motion, speaking, and visual acuity.
- Nothing in this job description restricts management’s right to assign or reassign duties and responsibilities to this job at any time.

This description reflects management’s assignment of essential functions; it does not proscribe or restrict the tasks that may be assigned.

This job description may be changed at any time.



**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** December 20, 2022

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Extend Waiver of Permit Fees

**Background:** The City Council passed a resolution in October which approved the temporary limited waiver of Hurricane Ian related City building permit fees, in both residential and commercial zoning districts, for repairing or replacing roofs, screened enclosures, fencing, HVAC and electrical systems, swimming pool systems, marine structures, and solar collectors through December 28, 2022.

Especially with docks, residents have not been able to get contractors due to the large amount of work needed. The staff is requesting the Council consider extending the deadline for another 90 days.

**Staff Recommendation:** Extend the Deadline from December 28, 2022 to March 31, 2023

**Suggested Motion:** I move that we extend the waiver of permit fees for Hurricane related damages to March 31, 2023.

**Alternatives:** Do not extend the deadline.

**Fiscal Impact:** TBD

**Attachments:** None

Select Year: 2022 

## The 2022 Florida Statutes

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### Title XVIII

### Chapter 255

### [View Entire Chapter](#)

#### PUBLIC LANDS AND PROPERTY      PUBLIC PROPERTY AND PUBLICLY OWNED BUILDINGS

#### **255.065 Public-private partnerships.—**

(1) DEFINITIONS.—As used in this section, the term:

(a) “Affected local jurisdiction” means a county, municipality, or special district in which all or a portion of a qualifying project is located.

(b) “Develop” means to plan, design, finance, lease, acquire, install, construct, or expand.

(c) “Fees” means charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to a comprehensive agreement.

(d) “Lease payment” means any form of payment, including a land lease, by a public entity to the private entity of a qualifying project for the use of the project.

(e) “Material default” means a nonperformance of its duties by the private entity of a qualifying project which jeopardizes adequate service to the public from the project.

(f) “Operate” means to finance, maintain, improve, equip, modify, or repair.

(g) “Private entity” means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.

(h) “Proposal” means a plan for a qualifying project with detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing, deliverables, and project schedule are defined.

(i) “Qualifying project” means:

1. A facility or project that serves a public purpose, including, but not limited to, any ferry or mass transit facility, vehicle parking facility, airport or seaport facility, rail facility or project, fuel supply facility, oil or gas pipeline, medical or nursing care facility, recreational facility, sporting or cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution, or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity;

2. An improvement, including equipment, of a building that will be principally used by a public entity or the public at large or that supports a service delivery system in the public sector;

3. A water, wastewater, or surface water management facility or other related infrastructure; or

4. Notwithstanding any provision of this section, for projects that involve a facility owned or operated by the governing board of a county, district, or municipal hospital or health care system, or projects that involve a facility owned or operated by a municipal electric utility, only those projects that the governing board designates as qualifying projects pursuant to this section.

(j) “Responsible public entity” means a county, municipality, school district, special district, or any other political subdivision of the state; a public body corporate and politic; or a regional entity that serves a public purpose and is authorized to develop or operate a qualifying project.

(k) “Revenues” means the income, earnings, user fees, lease payments, or other service payments relating to the development or operation of a qualifying project, including, but not limited to, money received as grants or otherwise from the Federal Government, a public entity, or an agency or instrumentality thereof in aid of the qualifying project.

(l) “Service contract” means a contract between a responsible public entity and the private entity which defines the terms of the services to be provided with respect to a qualifying project.

(2) LEGISLATIVE FINDINGS AND INTENT.—The Legislature finds that there is a public need for the construction or upgrade of facilities that are used predominantly for public purposes and that it is in the public’s interest to provide for the construction or upgrade of such facilities.

(a) The Legislature also finds that:

1. There is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of projects serving a public purpose, including educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities within the state which serve a public need and purpose, and that such public need may not be wholly satisfied by existing procurement methods.



2. There are inadequate resources to develop new educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities for the benefit of residents of this state, and that a public-private partnership has demonstrated that it can meet the needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public.

3. There may be state and federal tax incentives that promote partnerships between public and private entities to develop and operate qualifying projects.

4. A procurement under this section serves the public purpose of this section if such procurement facilitates the timely development or operation of a qualifying project.

(b) It is the intent of the Legislature to encourage investment in the state by private entities; to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and operation of qualifying projects, including expansion and acceleration of such financing to meet the public need; and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services.

(3) **PROCUREMENT PROCEDURES.**—A responsible public entity may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

(a)1. The responsible public entity may establish a reasonable application fee for the submission of an unsolicited proposal under this section.

2. A private entity that submits an unsolicited proposal to a responsible public entity must concurrently pay an initial application fee, as determined by the responsible public entity. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal checks may not be accepted.

3. If the initial application fee does not cover the responsible public entity's costs to evaluate the unsolicited proposal, the responsible public entity must request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the notice. The responsible public entity may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts.

4. If the responsible public entity does not evaluate the unsolicited proposal, the responsible public entity must return the application fee.

5. If the responsible public entity chooses to evaluate an unsolicited proposal involving architecture, engineering, or landscape architecture, it must ensure a professional review and evaluation of the design and construction proposed by the initial or subsequent proposers to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review shall be performed by an architect, a landscape architect, or an engineer licensed in this state qualified to perform the review, and such professional shall advise the responsible public entity through completion of the design and construction of the project.

(b) The responsible public entity may request a proposal from private entities for a qualifying project or, if the responsible public entity receives an unsolicited proposal for a qualifying project and the responsible public entity intends to enter into a comprehensive agreement for the project described in the unsolicited proposal, the responsible public entity shall publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the responsible public entity has received a proposal and will accept other proposals for the same project. The timeframe within which the responsible public entity may accept other proposals shall be determined by the responsible public entity on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. If approved by a majority vote of the responsible public entity's governing body, the responsible public entity may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice must be mailed to each local government in the affected area.

(c) If the solicited qualifying project provided in paragraph (b) includes design work, the solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed in this state which is sufficient to allow private entities to prepare a bid or a response. The design criteria package must specify reasonably specific criteria for the qualifying project such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget estimates; design and construction schedules; and site development and utility requirements. The licensed design professional who prepares the design criteria package shall be retained to serve the responsible public entity through completion of the design and construction of the project.

(d) Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

1. Is in the public's best interest.
2. Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity.

3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.

4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.

5. Will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

(e) Before signing a comprehensive agreement, the responsible public entity must consider a reasonable finance plan that is consistent with subsection (9); the qualifying project cost; revenues by source; available financing; major assumptions; internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible project; and a total cash-flow analysis beginning with the implementation of the project and extending for the term of the comprehensive agreement.

(f) In considering an unsolicited proposal, the responsible public entity may require from the private entity a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies. In evaluating the technical study, the responsible public entity may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(4) PROJECT APPROVAL REQUIREMENTS.—An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible public entity:

(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

(b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) The name and address of a person who may be contacted for additional information concerning the proposal.

(e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) Additional material or information that the responsible public entity reasonably requests.

Any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire.

(5) PROJECT QUALIFICATION AND PROCESS.—

(a) The private entity, or the applicable party or parties of the private entity's team, must meet the minimum standards contained in the responsible public entity's guidelines for qualifying professional services and contracts for traditional procurement projects.

(b) The responsible public entity must:

1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the components of the qualifying project which involve construction performance and payment, bonds are required and are subject to the recordation, notice, suit limitation, and other requirements of s. 255.05.

2. Ensure the most efficient pricing of the security package that provides for the performance and payment of subcontractors.

3. Ensure that the comprehensive agreement addresses termination upon a material default of the comprehensive agreement.

(c) After the public notification period has expired in the case of an unsolicited proposal, the responsible public entity shall rank the proposals received in order of preference. In ranking the proposals, the responsible public entity may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans. The responsible public entity may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. If only one proposal is received, the responsible public entity may negotiate in good faith, and if the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer. Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.

(d) The responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded.

(e) The responsible public entity may approve the development or operation of an educational facility, a transportation facility, a water or wastewater management facility or related infrastructure, a technology infrastructure or other public infrastructure, or a

government facility needed by the responsible public entity as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

a.

1. There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project.

2. The estimated cost of the qualifying project is reasonable in relation to similar facilities.

3. The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

(f) The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

(g) Upon approval of a qualifying project, the responsible public entity shall establish a date for the commencement of activities related to the qualifying project. The responsible public entity may extend the commencement date.

(h) Approval of a qualifying project by the responsible public entity is subject to entering into a comprehensive agreement with the private entity.

(6) INTERIM AGREEMENT.—Before or in connection with the negotiation of a comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. An interim agreement does not obligate the responsible public entity to enter into a comprehensive agreement. The interim agreement is discretionary with the parties and is not required on a qualifying project for which the parties may proceed directly to a comprehensive agreement without the need for an interim agreement. An interim agreement must be limited to provisions that:

(a) Authorize the private entity to commence activities for which it may be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities.

(b) Establish the process and timing of the negotiation of the comprehensive agreement.

(c) Contain such other provisions related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate.

(7) COMPREHENSIVE AGREEMENT.—

(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement must provide for:

1. Delivery of performance and payment bonds, letters of credit, or other security acceptable to the responsible public entity in connection with the development or operation of the qualifying project in the form and amount satisfactory to the responsible public entity. For the components of the qualifying project which involve construction, the form and amount of the bonds must comply with s. 255.05.

2. Review of the design for the qualifying project by the responsible public entity and, if the design conforms to standards acceptable to the responsible public entity, the approval of the responsible public entity. This subparagraph does not require the private entity to complete the design of the qualifying project before the execution of the comprehensive agreement.

3. Inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are acceptable to the responsible public entity in accordance with the comprehensive agreement.

4. Maintenance of a policy of public liability insurance, a copy of which must be filed with the responsible public entity and accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.

5. Monitoring by the responsible public entity of the maintenance practices to be performed by the private entity to ensure that the qualifying project is properly maintained.

6. Periodic filing by the private entity of the appropriate financial statements that pertain to the qualifying project.

7. Procedures that govern the rights and responsibilities of the responsible public entity and the private entity in the course of the construction and operation of the qualifying project and in the event of the termination of the comprehensive agreement or a material default by the private entity. The procedures must include conditions that govern the assumption of the duties and responsibilities of the private entity by an entity that funded, in whole or part, the qualifying project or by the responsible public entity, and must provide for the transfer or purchase of property or other interests of the private entity by the responsible public entity.

8. Fees, lease payments, or service payments. In negotiating user fees, the fees must be the same for persons using the facility under like conditions and must not materially discourage use of the qualifying project. The execution of the comprehensive agreement or a subsequent amendment is conclusive evidence that the fees, lease payments, or service payments provided for in the comprehensive agreement comply with this section. Fees or lease payments established in the comprehensive agreement as a source of revenue may be in addition to, or in lieu of, service payments.

9. Duties of the private entity, including the terms and conditions that the responsible public entity determines serve the public purpose of this section.

(b) The comprehensive agreement may include:

1. An agreement by the responsible public entity to make grants or loans to the private entity from amounts received from the federal, state, or local government or an agency or instrumentality thereof.

2. A provision under which each entity agrees to provide notice of default and cure rights for the benefit of the other entity, including, but not limited to, a provision regarding unavoidable delays.

3. A provision that terminates the authority and duties of the private entity under this section and dedicates the qualifying project to the responsible public entity or, if the qualifying project was initially dedicated by an affected local jurisdiction, to the affected local jurisdiction for public use.

(8) FEES.—A comprehensive agreement entered into pursuant to this section may authorize the private entity to impose fees to members of the public for the use of the facility. The following provisions apply to the comprehensive agreement:

(a) The responsible public entity may develop new facilities or increase capacity in existing facilities through a comprehensive agreement with a private entity.

(b) The comprehensive agreement must ensure that the facility is properly operated, maintained, or improved in accordance with standards set forth in the comprehensive agreement.

(c) The responsible public entity may lease existing fee-for-use facilities through a comprehensive agreement.

(d) Any revenues must be authorized by and applied in the manner set forth in the comprehensive agreement.

(e) A negotiated portion of revenues from fee-generating uses may be returned to the responsible public entity over the life of the comprehensive agreement.

(9) FINANCING.—

(a) A private entity may enter into a private-source financing agreement between financing sources and the private entity. A financing agreement and any liens on the property or facility must be paid in full at the applicable closing that transfers ownership or operation of the facility to the responsible public entity at the conclusion of the term of the comprehensive agreement.

(b) The responsible public entity may lend funds to private entities that construct projects containing facilities that are approved under this section.

(c) The responsible public entity may use innovative finance techniques associated with a public-private partnership under this section, including, but not limited to, federal loans as provided in Titles 23 and 49 C.F.R., commercial bank loans, and hedges against inflation from commercial banks or other private sources. In addition, the responsible public entity may provide its own capital or operating budget to support a qualifying project. The budget may be from any legally permissible funding sources of the responsible public entity, including the proceeds of debt issuances. A responsible public entity may use the model financing agreement provided in s. [489.145\(6\)](#) for its financing of a facility owned by a responsible public entity. A financing agreement may not require the responsible public entity to indemnify the financing source, subject the responsible public entity's facility to liens in violation of s. [11.066\(5\)](#), or secure financing of the responsible public entity by a mortgage on, or security interest in, the real or tangible personal property of the responsible public entity in a manner that could result in the loss of the fee ownership of the property by the responsible public entity, and any such provision is void.

(10) POWERS AND DUTIES OF THE PRIVATE ENTITY.—

(a) The private entity shall:

1. Develop or operate the qualifying project in a manner that is acceptable to the responsible public entity in accordance with the provisions of the comprehensive agreement.

2. Maintain, or provide by contract for the maintenance or improvement of, the qualifying project if required by the comprehensive agreement.

3. Cooperate with the responsible public entity in making best efforts to establish interconnection between the qualifying project and any other facility or infrastructure as requested by the responsible public entity in accordance with the provisions of the comprehensive agreement.

4. Comply with the comprehensive agreement and any lease or service contract.

(b) Each private facility that is constructed pursuant to this section must comply with the requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the responsible public entity's rules, procedures, and standards for facilities; and such other conditions that the responsible public entity determines to be in the public's best interest and that are included in the comprehensive agreement.

(c) The responsible public entity may provide services to the private entity. An agreement for maintenance and other services entered into pursuant to this section must provide for full reimbursement for services rendered for qualifying projects.

(d) A private entity of a qualifying project may provide additional services for the qualifying project to the public or to other private entities if the provision of additional services does not impair the private entity's ability to meet its commitments to the responsible public entity pursuant to the comprehensive agreement.

(11) EXPIRATION OR TERMINATION OF AGREEMENTS.—Upon the expiration or termination of a comprehensive agreement, the responsible public entity may use revenues from the qualifying project to pay current operation and maintenance costs of the qualifying project. If the private entity materially defaults under the comprehensive agreement, the compensation that is otherwise due to the private entity is payable to satisfy all financial obligations to investors and lenders on the qualifying project in the same way that is provided in the comprehensive agreement or any other agreement involving the qualifying project, if the costs of operating and maintaining the qualifying project are paid in the normal course. Revenues in excess of the costs for operation and maintenance costs may be paid to the investors and lenders to satisfy payment obligations under their respective agreements. A responsible public entity may terminate with cause and without prejudice a comprehensive agreement and may exercise any other rights or remedies that may be available to it in accordance with the provisions of the comprehensive agreement. The full faith and credit of the responsible public entity may not be pledged to secure the financing of the private entity. The assumption of the development or operation of the qualifying project does not obligate the responsible public entity to pay any obligation of the private entity from sources other than revenues from the qualifying project unless stated otherwise in the comprehensive agreement.

(12) SOVEREIGN IMMUNITY.—This section does not waive the sovereign immunity of a responsible public entity, an affected local jurisdiction, or an officer or employee thereof with respect to participation in, or approval of, any part of a qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project. A county or municipality in which a qualifying project is located possesses sovereign immunity with respect to the project, including, but not limited to, its design, construction, and operation.

(13) DEPARTMENT OF MANAGEMENT SERVICES.—

(a) A responsible public entity may provide a copy of its comprehensive agreement to the Department of Management Services. A responsible public entity must redact any confidential or exempt information from the copy of the comprehensive agreement before providing it to the Department of Management Services.

(b) The Department of Management Services may accept and maintain copies of comprehensive agreements received from responsible public entities for the purpose of sharing comprehensive agreements with other responsible public entities.

(c) This subsection does not require a responsible public entity to provide a copy of its comprehensive agreement to the Department of Management Services.

(14) CONSTRUCTION.—

(a) This section shall be liberally construed to effectuate the purposes of this section.

(b) This section shall be construed as cumulative and supplemental to any other authority or power vested in or exercised by the governing body of a county, municipality, special district, or municipal hospital or health care system including those contained in acts of the Legislature.

(c) This section does not affect any agreement or existing relationship with a supporting organization involving such governing body or system in effect as of January 1, 2013.

(d) This section provides an alternative method and does not limit a county, municipality, special district, or other political subdivision of the state in the procurement or operation of a qualifying project pursuant to other statutory or constitutional authority.

(e) Except as otherwise provided in this section, this section does not amend existing laws by granting additional powers to, or further restricting, a local governmental entity from regulating and entering into cooperative arrangements with the private sector for the planning, construction, or operation of a facility.

(f) This section does not waive any requirement of s. [287.055](#).

History.—s. 2, ch. 2013-223; s. 1, ch. 2016-153; s. 1, ch. 2016-154; s. 7, ch. 2022-5.

Note.—Former s. 287.05712.



**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** December 20, 2022

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** RFP for Social Media Services

**Background:** The City Council allocated funds in the budget to consider hiring a person or company to provide social media services to better communicate information to the residents of the City. Community engagement via social media platforms can be critical in public satisfaction, awareness, and safety. Social media can be used by the City more effectively for things like recruiting government workers and volunteers, promoting events, and directly corresponding with citizens about important local issues.

**Staff Recommendation:** Review the RFP and determine if it meets the Council’s expectations

**Suggested Motion:** I move to approve moving forward with the RFP for Social Media Services.

**Alternatives:** Do not approve or provide changes to the RFP

**Fiscal Impact:** \$35,000 allocated in FY2022-2023 budget

**Attachments:** RFP (draft)

# CITY OF BELLE ISLE



## REQUEST FOR PROPOSALS

### Communications and Social Media Services

RFP Circulation Date: January 3, 2023

Proposal Submission Deadline: February 9, 2023 (4:00 PM – EST)

#### MAIL OR DELIVER RESPONSES TO:

City of Belle Isle  
ATTN: Bob Francis, City Manager  
1600 Nela Avenue.  
Belle Isle, FL 32809

#### CONTACT:

Yolanda Quiceno  
City Clerk  
1600 Nela Avenue  
Belle Isle, FL. 32809  
Phone: (407) 851-7730

Email: [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)

## INTRODUCTION

The City of Belle Isle (hereinafter referred to as the “City”) is requesting proposals from professional companies with experience in providing municipal **communications and social media services**.

The proposals will be reviewed and ranked according, but are not limited to, understanding and knowledge of the requirements as set forth in this RFP, reliability, cost, references of comparable services, resumes/references of personnel assigned, and if any, distinguishing features, skills and/or services proposed.

For the purposes of this RFP, the words “Proposer”, “Bidder”, “Contractor”, “Consultant”, and “Vendor” shall be used interchangeably and read to be the same. Failure to submit all the mandatory components of this RFP may result in the determination that the Proposal is not eligible for further consideration. As such, each Proposer is directed to carefully review the proposed Agreement (Attachment A) and the insurance and indemnification provisions therein.

### Scope of Required Services

The City is seeking a communications and social media services provider (“Consultant”) to augment the work of City Staff through a two-year Professional Services Contract. If the contract is satisfactorily carried out for the two-year term, the contract may be extended for another two-year term at the sole discretion of the City. The ideal Consultant will have a broad understanding of local government services and communication tools as well as an understanding of the City of Belle Isle. A core value of the City is effective communications and community outreach. To better achieve these goals, the City is seeking a Consultant that can provide items 1 thru 9 which are considered as part of the base contract, and Items 10-11 are considered optional and should be proposed at time plus materials:

1. Social media management including posting and monitoring sites across common digital platforms such as Facebook and Twitter;
2. Draft up to four news articles/press releases per month;
3. Maintain an editorial calendar for City stories and newsletter;
4. Conduct an audit of current communication tools and streamline current and/or develop other effective communication tools that will help in a variety of media formats regarding activities, programs, projects and strategic initiatives;
5. Measure and report communication outcomes;
6. Review the City’s branding materials and policy to determine if changes are needed.
7. Meet quarterly with leadership team to develop communication calendar;
8. Provide regular meetings City P.O.C. to prioritize strategy;
9. Determine if other platforms, such as Twitter, LinkedIn, and YouTube would be beneficial in achieving the City’s goals;
10. Capabilities of video production services that can be provided;
11. Photography services and printing services on marketing materials such as flyers and banners (preferred, not required).



### RFP Schedule

The following is a tentative schedule of this entire RFP process.

<b>TENTATIVE SCHEDULE</b>	
RFP Published:	January 3, 2023
Proposals Due:	February 9, 2023 by 4 p.m.
Review of Proposals:	February 13-16, 2023
Anticipated Contract Award:	February 21, 2023
Anticipated Start Date:	March 13, 2023

### Submittal Information

**Proposals are due on February 9, 2023 by 4:00 P.M. local time.** It is the sole responsibility of the Proposer to ensure their RFP is submitted to the City of Belle Isle City Clerk’s Office in a sealed and clearly labeled envelope marked “**Communications and Social Media Services RFP #23-05**” before the stated deadline. Electronic submissions will not be accepted. The City shall not be held liable for complications arising due to connectivity or network issues.

**RFP Administrator:** Yolanda Quiceno, City Clerk  
Email: [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)

### Permits and Licenses

The successful Proposer and all employees or agents shall secure and maintain in force such licenses and permits, as are required by law, including a City of Belle Isle business license.

### Fees for Services

Fees for Base Services should be proposed as a per month retainer and time and materials for optional components. All fees for services are to remain firm for the length of the contract. Increases in fees, if any are proposed, after the initial first year term must be clearly stipulated on the Cost Proposal page submitted with the proposal.

### Execution of the Contract

The **Professional Services Agreement** in the form set forth in Attachment A, attached hereto, shall be executed by the successful Proposer, returned to the City for execution, and shall be accompanied by evidence of insurance as required, all within five (5) calendar days after the Proposer has received notice of award of contract. No proposal shall be considered binding upon the City until it has been executed by the City. The failure of the successful Proposer to execute the contract and to submit evidence of insurance as, and within the time, required shall be cause for the annulment of the award.

**Indemnification**

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

**Insurance**

Specific insurance requirements are noted in Attachment A, and evidence of the insurance coverages will need to be in place before starting work. The City will require certificates of insurance and required endorsements when the successful Proposer submits a signed contract to the City. Proof of insurance is not necessary to submit a Proposal, but the Proposer must be prepared to meet all City insurance requirements, if the Proposer is awarded the contract.

It is highly recommended the Proposer confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed in Attachment A. At a minimum, the successful Proposer will be required to maintain the following coverage with the specified limits:

Type of Insurance	Amount
<b>General Liability</b> (with additional insured & primary/non-contributory endorsements)	<b>\$2 million per occurrence</b>
<b>Automotive Liability</b>	<b>\$1 million combined single limit each accident</b>
<b>Worker’s Compensation / Employer’s Liability</b> (with waiver of subrogation endorsement)	<b>Statutory Limits / \$1 million per accident or disease</b>

**Public Records Act**

A Proposer must identify, and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under Florida’s Public Records Act.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

Section 119.0701(2)(a), Florida Statutes

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

Yolanda Quiceno, City Clerk  
1600 Nela Avenue, Belle Isle, Florida 32809  
(407) 851-7730  
[yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)

**Cost for Preparing Qualifications**

Costs for developing the qualifications in response to this RFP are the sole responsibility and obligation of the Proposer and shall not be chargeable in any manner to the City.

**Conflict of Interest**

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in the procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable, to render impartial assistance or advice to the City; a Proposer’s objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

## QUALIFICATIONS GUIDELINES

Proposals should be prepared simply and economically, providing a straightforward and concise explanation of the capabilities of the Proposer to satisfy the requirements of this RFP. Emphasis in the submission of the Proposals should be placed on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

### Contents of the Qualifications

#### Vendor Information Form and Cover Letter

Complete the Vendor Information Form and attach it to the cover letter. The cover letter should summarize key elements of the Proposal. An individual authorized to bind the Proposer must sign the letter. The letter must stipulate the proposal price will be valid for ninety (90) days. Indicate the address and contact information of the office from which the Project will be managed.

#### Firm Experience

Provide a summary of projects that are similar in scope (limit to the most applicable and recent) to the type of services noted herein. The summary should include client name, description, project team, date completed, and total project cost.

#### Project Team

Provide the names and qualifications of the key individuals who will be responsible for delivering these services, their respective roles, and the organizational structure of the team. Technical support staff should be included if they will perform a significant role in the preparation of the work products. If the firm has multiple offices, the office of record for each team member shall be listed as well as the primary office location where the work is to be performed.

After the contract is signed, the successful Proposer may not replace key staff unless their employment is terminated or agreed to by the City. The City must approve replacement staff before a substitute person can be assigned to provide the services. The City reserves the right to request the successful Proposer replace a staff member assigned to the project should the City consider such a replacement to be in the best interest of the City.

#### Samples of Work

Please provide samples or links to work including but not limited to:

- Social media content that illustrates a city’s brand or created for a specific city informational campaign
- Design/layout of a print publication that includes a writing sample
- Graphic design work on a flyer or banner

Cost Proposal

Provide the total direct and indirect costs to complete all tasks identified in the Scope of Work, or as modified by a proposed alternate approach. The Cost Proposal should also detail all individual key staff members, and their hourly billable rate. Include a list of any sub-consultants proposed for the project, the scope work and cost for each sub-consultant, and the approximate percentage of the work (as a percentage of the total project) to be performed by each sub-consultant.

**Disclosure**

Please disclose any and all past or current business and personal relationships with any current City elected officials, appointed officials, City employees, or family members of any current City elected official, appointed official, or City employee. Any past or current business relationship may not necessarily disqualify the firm from consideration.

**Sample Agreement**

The firm selected by the City will be required to execute a Professional Services Agreement (“Agreement”) with the City. The form of the Agreement is enclosed as Attachment A, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions of the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

**Conditions for Qualifications Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services, including cost of responding to this RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. All qualifications will become the property of the City. If any proprietary information is contained in the qualifications, it should be clearly identified.

## EVALUATION and AWARD

Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive qualifications will be rejected. The City will then evaluate and rank the qualifications in accordance with the criteria set forth below.

### **Selection Process**

Selection will be based upon the Proposer's current ability to provide the highest level of quality services that meets the requirements and goals of this RFP, the needs of the City, and provides the best value to the City. The City shall employ a two-step process to select a Consultant for this Project, with an option for a third step, if necessary.

#### Responsive Screening

Proposals will be first screened to ensure responsiveness to the RFP. The City may reject as non-responsive, any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarification or additional information from any or all Proposers regarding their proposals. The City may reject a proposal in which a proposer's approach, qualifications, or price is not considered acceptable by the City.

#### Proposal Review

City staff will review and score all responsive written proposals based upon the Evaluation Criteria in this RFP. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. The City may also contact Proposer's references.

The City may conclude the evaluation process at this point and recommend award to the best qualified proposer. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City, prior to making a recommendation or selection.

The City reserves the right to initiate a third step which shall involve an interview of Firms that receive the highest evaluation scores. Firms invited to this third step shall have their interviews evaluated and scored, with the average interview score combined with the scores from the previous two steps, resulting in a new aggregate score.

## ATTACHMENTS

### RFP SUBMITTAL CHECKLIST

1. Submittal Checklist
2. Vendor Information Form
3. Non-Discrimination Affidavit (Attachment A)
4. Non-Debarment Affidavit (Attachment B)
5. Drug Free Workplace Certification (Attachment C)
6. Non-Collusive Affidavit (Attachment D)
7. Certification of Prohibited Companies (Attachment E)
8. Vendor Proposal (No form included – Vendor letter)

## VENDOR INFORMATION FORM

Legal Contractual Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Your Firm is: (**check one**)

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Joint Venture                 |

If a Corporation, incorporated under laws of the State of: \_\_\_\_\_

Names of Individuals with Authorization to sign contracts (Corporations and Partnership require at least two signatures):

Federal Tax Identification Number: \_\_\_\_\_

City of Belle Isle License Number: \_\_\_\_\_

(Belle Isle business license will be required of the successful Proposer)



ATTACHMENT A

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced

ATTACHMENT B

**NON-DEBARMENT AFFIDAVIT**

\_\_\_\_\_ Being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

- 1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
- 2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
- 3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
- 4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- 5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_  
)

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S  
SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT C

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He/she is the \_\_\_\_\_,(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_.

Signature of Notary Public

\_\_\_\_\_ Personally known, or  
\_\_\_\_\_ Produced Identification

\_\_\_\_\_ Type of ID Produced

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
Print Name and Title Company Name

certify that \_\_\_\_\_ does  
not:  
Company Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

**SAMPLE AGREEMENT  
CITY OF BELLE ISLE AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and the CITY OF BELLE ISLE, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the “City”) and \_\_\_\_\_, whose address is \_\_\_\_\_ (herein “Contractor”). City and Consultant may sometimes herein be referred to individually as a “party” and collectively as the “parties.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

**2. SERVICES AND PERFORMANCE**

- A. Consultant shall provide the City with the services described in the Scope of Work attached hereto as Exhibit “A.”
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be

deemed to be included, and this Agreement shall be read and enforced as though they were included.

**3. COMPENSATION**

- A. Subject to subparagraph (B) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”
- B. In no event shall the total amount paid for services and reimbursement of expenses rendered by Consultant under this Agreement exceed the sum of **ANNUAL AMOUNT** in year one based on a year one monthly retainer of **MONTHLY AMOUNT**. In year two, the total amount paid for services and reimbursement of expenses rendered by Consultant under this Agreement shall not exceed the sum of **ANNUAL AMOUNT** based on a monthly retainer of **MONTHLY AMOUNT**.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, as provided more specifically in Exhibit B hereto, within ten (10) days following the end of each billing cycle, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant’s monthly report stating the basis for such dispute.

**4. MANAGEMENT**

- A. For purposes of this Agreement, the City designates the following individual as its Project Manager:

Yolanda Quiceno  
 City Clerk  
 1600 Nela Ave.,  
 Belle Isle, FL 32809  
 (407) 851-7730

- B. For purposes of this Agreement, the Consultant designates the following individual as its Project Manager:

NAME  
 TITLE  
 ADDRESS  
 PHONE  
 EMAIL

- C. Either Party may change its Project Manager or contacts upon written notice to the other Party.



**5. SUSPENSION OR TERMINATION OF AGREEMENT**

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 3, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit “A.” In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
  
- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than sixty (60) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

**6. RECORDS AND OWNERSHIP OF DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
  
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents

for other projects by the City shall be without liability to Consultant.

- C. Any information and the reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

**7. INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

**8. INSURANCE**

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant’s employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker’s Compensation providing statutory benefits as required by Florida law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. All of the insurance policies required hereunder, except the worker’s compensation insurance, shall comply with the following requirements:
  - (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of Florida and with A.M. Bests rating of B++ or better and a minimum financial size VII.

- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
  - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
  - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
  - G. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
  - H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
  - I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
  
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**10. NO UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

**11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

**12. COVENANT AGAINST DISCRIMINATION**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

**13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**14. NOTICES**

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:                    Bob Francis  
   City Manager  
   1600 Nela Ave.  
   Belle Isle, FL 32809  
   (407) 851-7730  
   [bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov)

If to Consultant:            BUSINESS NAME  
   CONTACT NAME  
   ADDRESS  
   CITY, STATE, ZIP CODE

**15. GOVERNING LAW; ATTORNEY’S FEES; LITIGATION MATTERS**

The laws of the State of Florida, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The District Court of the Orange shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Nothing herein is intended to, or does, waive any claims presentation requirement under the Tort Claims Act, or otherwise, for actions against a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of Florida.

**16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER**

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
  
- B. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**17. SEVERABILITY**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**18. INTERPRETATION; ENTIRE AGREEMENT**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

**19. EXECUTION OF CONTRACT**

Each party represents and warrants to the other that (i) such party is duly organized and existing, (ii) the person whose signature appears below on such party's behalf is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[end –signature page follows]

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

**CITY OF BELLE ISLE**

**BUSINESS NAME**

\_\_\_\_\_  
Nicholas Fouraker, Mayor

\_\_\_\_\_  
BY: \_\_\_\_\_  
Name/Title

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

**EXHIBIT A**

**SCOPE OF SERVICES**

The Consultant will provide the following scope of work:

1. Social media management including posting and monitoring sites across common digital platforms such as Facebook and Twitter;
2. Draft up to four news articles/press releases per month;
3. Maintain an editorial calendar for City stories and newsletter;
4. Conduct an audit of current communication tools and streamline current and/or develop other effective communication tools that will help in a variety of media formats regarding activities, programs, projects and strategic initiatives;
5. Measure and report communication outcomes;
6. Review the City's branding materials and policy to determine if changes are needed.
7. Meet quarterly with leadership team to develop communication calendar;
8. Provide regular meetings City P.O.C. to prioritize strategy;
9. Determine if other platforms, such as Twitter, LinkedIn, and YouTube would be beneficial in achieving the City's goals;
10. Capabilities of video production services that can be provided;
11. Photography services and printing services on marketing materials such as flyers and banners (preferred, not required).



**EXHIBIT B**

**SCHEDULE OF CHARGES/PAYMENTS**



**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** December 20, 2022

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Unsolicited Public-Private Partnership (P3) Proposal for New City Facility

**Background:** The City received an unsolicited P3 proposal from Public Safety Development Solutions (PSDS) to design and construct a new Police Facility. This would be a turnkey operation. P3 stands for Public-Private Partnership and is allowed under F.S. 255.065. A P3 partnership is a contractual arrangement that is formed between public and private-sector partners. These arrangements typically involve a government agency contracting with a private partner to renovate, construct, operate, maintain, and/or manage a facility or system, in whole or in part, that provides a public service. Under these arrangements, the agency may retain ownership of the public facility or system, but the private party generally invests its own capital to design and develop the properties. Typically, each partner shares in income resulting from the partnership. Such a venture, although a contractual arrangement, differs from typical service contracting in that the private-sector partner usually makes a substantial cash, at-risk, equity investment in the project, and the public sector gains access to new revenue or service delivery capacity without having to pay the private-sector partner.

Once a proposal is received, the Council has to decide if the proposal is sufficient to consider. If so, then the Council will have to advertise to take competing proposals as if advertising an RFP and has to decide on the timeframe to accept other proposals. The timeframe needs to be sufficient enough for other competing proposals to be received. In researching this issue, the timeframe is usually no less than 24 days. If the Council decides to evaluate this proposal, then they should consider a timeframe of 30 days to receive competing proposals.

PSDS also submitted a check in the amount of \$10,000 as an application fee as outlined in the statute for any professionals that the City would hire to review the proposals. This includes the financial advisor to evaluate the financial information submitted by the proposal.

The City reserves the right at all times to reject any or all bids/proposals at any time before signing a Comprehensive Agreement for any reason and may decline to pursue the Proposed Project. Discussions between the City and Private Entities about needed infrastructure, improvements, or services shall not limit the ability of the City to later decide to use standard procurement procedures to meet its infrastructure needs, whether the project will be a public/private partnership or not.

**Staff Recommendation:** Move forward and advertise for competing proposals with a 30-day deadline.

**Suggested Motion:** I move that we evaluate the unsolicited proposal submitted by Public Safety Development Solutions and also advertise for other proposals with a submission deadline of January 19, 2023.

**Alternatives:** Do not evaluate the proposal and return the check.

**Fiscal Impact:** TBD

**Attachments:** PSDS Proposal  
Copy of F.S. 255.065



UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP (P3) PROPOSAL FOR A  
**NEW BELLE ISLE POLICE STATION**

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Proposed by Public Safety Development Solutions, LLC  
December 7<sup>th</sup>, 2022

# Table of Contents

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Proposed by Public Safety Development Solutions  
December 7<sup>th</sup>, 2022

<b>Sec. 1</b> – Introduction	3-8
<b>Sec. 2</b> - Executive Summary	9-12
<b>Sec. 3</b> - Qualifications and Experience	13-25
<b>Sec. 4</b> - Project Need & Benefit*	26-28
<b>Sec. 5</b> - Qualifying Project Description*	29-32
<b>Sec. 6</b> - Project Financing*	33-36

*\*Proprietary Information*

*THIS PROPOSAL INCLUDES INFORMATION DEEMED TO BE CONFIDENTIAL AND PROPRIETARY. PAGES CONTAINING CONFIDENTIAL INFORMATION ARE DISTINCTLY MARKED WITH A BOLD RED STRIPE IN THE RIGHT MARGIN. THESE PAGES MUST BE REMOVED FROM THE PUBLIC (REDACTED) COPY OF THIS PROPOSAL. PLEASE REFRAIN FROM DISTRIBUTING CONFIDENTIAL INFORMATION TO UNAUTHORIZED PARTIES.*



# Introduction





Dear City of Belle Isle City Council Members

Public Safety Development Solutions' (PSDS) mission is to provide facilities designed to serve those who serve us; the first responders who will occupy your building by building the highest quality, full-amenity facilities where they are most needed ... and in ways that ease the financial burden on governmental entities and taxpayers. PSDS fulfills this mission and is capable of ultimately building more within existing budget constraints. We use private sector capabilities to integrate every aspect of the development, design and building processes with a typical outcome of reducing the total project cost by 20 – 25% **without any reduction in quality.**

Through a variety of private and public data sources, PSDS identifies the greater Orlando-area as one of the fastest growing residential areas in the US. By way of this proposal, PSDS is offering a comprehensive turnkey solution for the development of a new Police Station.

As part of this proposal, PSDS plans to use a highly respected local builder with years of successful Police Station building experience in coordination with one of the nation's premier, award winning, Public Safety architects.

Please find attached a comprehensive proposal that delivers a Police facility design excellence, efficient/attractive facility costs, and a 2024 delivery that opens in time to celebrate Belle Isle's centennial year.

**DEVELOPER:**

PUBLIC SAFETY DEVELOPMENT SOLUTIONS

A handwritten signature in blue ink, appearing to read "Lauren Hollander", is written over a horizontal line.

Lauren Hollander  
COO & President  
December 7, 2022

# PUBLIC-PRIVATE PARTNERSHIPS

## *Florida State Statute 255.065 | Section 2.1*

“There is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of projects serving a public purpose, including educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities within the state which serve a public need and purpose, and that such public need may not be wholly satisfied by existing procurement methods.”

## **WHY P3?**

As the fastest growing state in the nation, Florida’s Municipal governments and Police Departments are faced with the challenge of funding, building, maintaining, and operating the facilities necessary to meet the demand that comes with such extreme population growth. Often, these municipalities and police departments struggle to access the resources necessary through traditional funding mechanisms in order to facilitate and respond to growth. The State of Florida recognizes this problem and codified the above P3 law in order to give Florida municipalities the ability to partner with the private sector in order to meet the facility development challenges they face head-on through the P3 procurement methodology.

## **WHY PSDS?**

PSDS is a progressive, turnkey development solutions provider to public agencies throughout Florida. PSDS has decades of experience in helping to facilitate all aspects of a project; such as site identification and acquisition, zoning and entitlements, financial structuring, permitting, design, construction, and lifecycle planning. Our team is comprised of Florida industry leaders in real estate development, Public Safety Facility design, Public Safety Facility construction, and institutional financing. The PSDS track record speaks for itself when it comes to delivering public facilities, on time and on budget.





## *Public-Private Partnerships FAQ*

### **What are Public-Private Partnerships?**

Simply put, a Public-Private Partnership (P3) is a contractual arrangement between the public and private sectors to deliver public infrastructure projects where there is an unmet need. While the public body and private sector entity share resources and expertise, both parties also jointly commit to an approach by which certain risks and rewards are shifted from the public body to the private entity.

### **What are the Benefits of a Public-Private Partnership?**

In many cases, a P3 provides improved project cost certainty, improved schedule certainty, improved project quality, and a more efficient timetable. Typically, the private sector entity bears the lion's share of the responsibility and risk for project cost, schedule, and project quality. All project team members are contractually connected with only one contract, which includes guaranteed on-time and on-budget project delivery via an integrated performance-based approach. When structured correctly, a P3 fosters unparalleled innovation, efficiency, and collaboration, while reducing time and cost associated with procurement.

### **How Do Public-Private Partnerships Work?**

Under traditional procurement, private contractors construct projects based on a public design with public financing. More recently, Design-Build procurement - under which the private sector is responsible for designing and building projects for a fixed price has been increasing.

Under P3 models, the private sector may also participate in design, finance, operations, and maintenance. Within the P3 delivery method contemplated in this Proposal, the private sector facilitates the land acquisition, as well as project design, construction and conveyance for the public entity. Financing options are also available.

### **How is Risk Transferred in a Public-Private Partnership?**

The goal of a P3 is to align project risks with the party (public or private) that is best able to manage the risk. The major risk categories in building Police facilities are land acquisition, financing, design, construction, operations, and maintenance. In a P3 arrangement, the public entity may opt to transfer the risk and responsibilities associated with any or all of these categories to the private entity. Public sector risk retention goes down as the risk and responsibilities associated with these categories are shifted to the private entity.

### **Who Owns the Facilities Built with a P3?**

By statute, ownership must transfer to the public entity in a Public-Private Partnership.

## QUALIFYING PROJECT PROPOSAL

This Proposal includes a plan for a turnkey public safety facility, including costs, payment schedules, deliverables, and a sample project schedule. This proposed Police Station Facility is a qualifying project under §255.065 of the Florida Statutes, which authorizes a private entity to submit an Unsolicited Proposal to the City as a procurement method to develop a new facility. This qualifying project proposal is compliant with state statutes, serves a public purpose and will house a public institution.

This Proposal, through a public-private partnership, fills a public need for the timely design, and construction of a new public safety facility with an improved schedule for delivery, lower costs, and other public benefits.

*\*F.S.; Florida State Constitution 24(a) Article 1, and the Florida Uniform Trade Secrets Act, §688.022(4), F.S., pertaining to trade secrets and/or proprietary information.*

*\*\*These documents are confidential and exempt under §119.071, F.S. due to safety and security exemptions, as well as under §815.045, F.S.; Florida State Constitution 24(a) Article 1, and the Florida Uniform Trade Secrets Act, §688.022(4), F.S., pertaining to trade secrets and/or proprietary information.*

## CONTACT INFORMATION

### **Business Contact**

Lauren Hollander  
President &  
Chief Operating Officer  
4500 PGA Blvd. Suite 302  
Palm Beach Gardens, FL 33418  
Phone: 561-379-8555  
[LHollander@psdsfl.us](mailto:LHollander@psdsfl.us)

### **Legal Contact**

JulieAnn Rico  
General Counsel  
4500 PGA Blvd., Suite 302  
Palm Beach Gardens, FL 33418  
Phone: 561-758-9032  
[JRico.psds@gmail.com](mailto:JRico.psds@gmail.com)

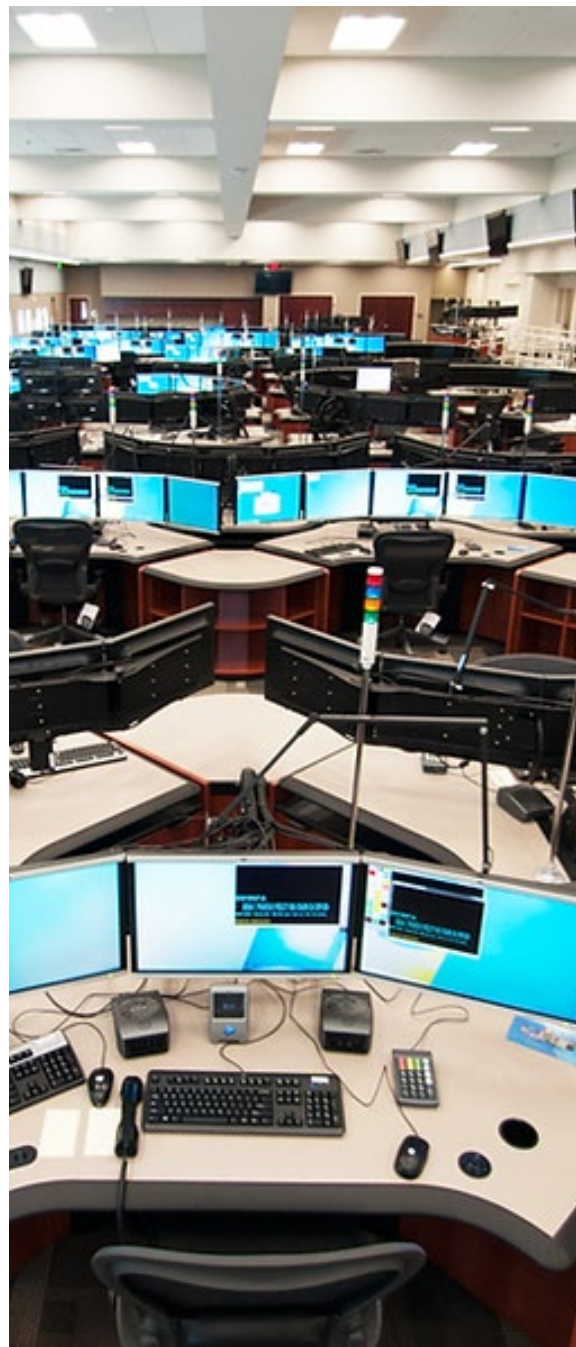
## **CONFIDENTIALITY OF THIS PROPOSAL:**

Please note that the PSDS Proposal, as submitted, contains certain material information which is clearly identified as confidential, proprietary, trade secret and is otherwise exempt from public disclosure. The Florida Legislature created an exemption to the Public Records Law for trade secrets.

***Pursuant to Florida Stat. §815.045 and Florida Stat. §119.07, PSDS identified which confidential information furnished as part of its Proposal should be excluded from public disclosure. Those documents are clearly marked with a red margin and contain an advisory on each page advising of its confidential status.***

We take seriously the protections afforded these documents to safeguard the bid, financial, and procurement documents before the bid is chosen and decision is posted; and the protection of design, construction, and security system documents which depict structures of a building which are exempt from Florida Stat. §1109.07(1) and s. 24(a) Art. I of the State Constitution for the protection of public safety and security.

Violations of these provisions of confidentiality are subject to legal procedures. In the event of a public record requests for all or a portion of the Unsolicited Proposal, please contact and immediately notify the PSDS business and legal representative as identified in the Unsolicited Proposal so we may have an opportunity to review in advance of disclosure.



# Executive Summary

# 2

# SECTION 1

## INTRODUCTION

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Public Safety Development Solutions (“PSDS”), is pleased to submit this Unsolicited Proposal (“Proposal”) to the City of Belle Isle (the City) to develop a Police Station Facility. PSDS proposes to design, build, and convey the facility and property under a Comprehensive Agreement, more specifically set forth in this Proposal.

Our team of highly qualified professionals have a proven track record of on-time, on-budget high quality projects, including the successful design and construction of public facilities throughout Florida.

In today's environment of tight deadlines, tight budgets, and rapidly growing communities, it is important to look for alternative solutions to infrastructure challenges.

The Florida State Legislature recognizes the need for an alternative public procurement process to provide a more efficient, effective alternative to meet ever-growing needs of governmental entities to expand and develop critically needed projects. While traditional approaches can be slow and costly, a Public-Private Partnership (“P3”) is a globally proven model that solves public sector challenges. Strengths from both the public and private sectors are combined to share skills and assets, while allowing the public entities to defer risk. The result is the timely and cost-efficient delivery of projects and services.

P3 benefits include:

- Leverages Private Sector Creativity
  - One of the greatest benefits of a P3 is the ability to extract new thinking from private entities that are constantly optimizing their specialized product or service.
- Leverages the Proposer's Time and Money
  - In a P3, the City immediately benefits by leveraging the proposers' upfront investment of time and money, ensuring efficient project management, significantly accelerating project delivery, and reducing costs.
- Transfers the Risks While Maintaining Oversight
  - The P3 process encourages a results-oriented, performance-based relationship, while transferring many of the risks to a private partner. The City will maintain oversight of the project through contractual terms and conditions, gain access to private resources and technology, and balance all relevant interests to meet public needs – without incurring all the financial risk.

This Proposal offers a public private partnership with the City, whereby PSDS will design, build, and deliver an innovative, high-quality Police Station facility to address unmet facility needs in Belle Isle. This public private partnership offers a unique opportunity to partner with a proven private entity capable of delivering the much-needed facility in time for Belle Isle's Centennial in 2024

This proposal meets the key requirements for a qualifying public private partnership under section 255.065(3)(a)5(d), F.S.

Key benefits to the community include the accelerated delivery of a turnkey facility which will serve Belle Isle and their growing population. Expedited development allows Belle Isle to meet the needs of their first responders and the community faster and provides a hedge against rising costs due to inflation.

This Proposal is unique in that it allows the City to occupy a brand-new facility, on the City's handpicked site, along a faster timeline. This proposed P3 is designed to allow the City to own and occupy the facility within 18 months and within a cost-efficient project delivery budget.

## *PSDS's Proposal offers an optimal solution, and the most value for the following reasons:*

**Exhaustive Due Diligence** | The project team has been engaged in this project for over a year and have researched current and future market and populations trends, identified all development activity proximate to the suggested station site, validated needs and have developed timetables for those needs.

**Over 1 Million Square Feet of Public Safety Building Experience** | Public safety facilities speak volumes to the surrounding community. They not only provide community resources, but they house public servants who protect and serve. Having designed more than one million square feet of public safety facilities, Harvard Jolly has a deep understanding of the unique attributes required by such facilities and a respect to the owner's needs and desires. Harvard Jolly's public safety design team have specialized expertise in a wide array of public safety facilities, which include emergency operations centers (EOC), command and control centers, law enforcement facilities, mission-critical facilities, data centers and communications centers. We have thorough knowledge of the special design requirements as well as the best practices to achieve a functional, aesthetically-pleasing and safe environment.

**Single Point of Accountability/Turnkey Solution** | Public Safety Development Solutions ("PSDS") collaborates and integrates with City leaders, staff and council members to provide turnkey new facility solutions in a way that guarantees on-time delivery while removing the time, expense and execution risk that exists when dealing with several disparate parties.

PSDS is a single point of accountability from location siting to occupancy of the new police facility. The Project Team becomes a highly cost-effective extension of the City of Belle Isle team, allowing staff to get more done in less time and with greater cost efficiency. The vision, goals, wants and needs of the City and police staff become Project Team deliverables, executed with private sector speed and accountability.

**Guaranteed Maximum Price ("GMP")** | PSDS will provide a GMP that eliminates the risk of cost overruns and guarantees predictable financial planning.

# Qualifications & Experience





# SECTION 3 QUALIFICATIONS & EXPERIENCE



### **A PROVEN TRACK RECORD OF DELIVERING FLORIDA POLICE FACILITIES**

Our team of specialists are dedicated to every aspect of public facility development and with a proven track record of designing and building more than 100 Public Safety facilities.

The Project Team is comprised of an exceptional group of professionals with expertise in the variety of disciplines necessary to bring this proposed project from conception to completion.

### **PROPOSER/DEVELOPER**

Public Safety Development Solutions will serve as the Development Service Provider, managing and coordinating the efforts of the all the professionals involved in design, engineering and construction.

### **ARCHITECT**

Harvard Jolly Architecture will provide design and architectural services.

### **GENERAL CONTRACTOR & ENGINEERS**

PSDS will select a general contractor, civil and structural engineers based on competency, qualifications/experience with Police facilities.



**Owner/Client**



**The Project Team**

**Public Safety Development Solutions  
Development Services Provider**

**JD Alexander  
Chairman**

**Bruce Weber  
CEO**

**Mark Rodberg  
Real Estate &  
Construction**

**Rene Tercilla  
Project Architect  
Harvard Jolly**

**TBD  
General Contractor**

**TBD  
Civil Engineer  
Structural Engineer**

**Lauren Hollander  
President & COO**

**JulieAnn Rico  
General Counsel**

**John Fumero  
Special Counsel  
Nason Yeager  
Gerson & Fumero**

**Jon Moyle, Jr.  
Special Counsel  
Moyle Law Firm**

### **Public Safety Development Solutions (“PSDS”)**

PSDS is a comprehensive land acquisition, design, permitting, financing and construction solution for public safety facilities. With a long and successful track record of over a billion dollars in real estate development and construction transactions, the PSDS team brings private sector efficiencies to the delivery of modern, safe, energy efficient, full amenity public safety facilities that meet all state regulations and requirements ... in a timeframe designed to reduce cost.

### **PSDS delivers critical competencies around each phase of facility development.**

PSDS enjoys key partnerships with industry experts in each phase of planning, developing, financing and construction of public safety facilities in Florida, each delivering best-in-class services.

- Demographic research and analysis
- Site location and diagnostics
- Land negotiation and acquisition
- Architecture and design
- Civil engineering
- Permitting approvals
- Site development
- Construction
- Financial Planning

### **The PSDS team specializes in delivering facilities that are safe, efficient, innovative and collaboratively designed to enhance the health and wellness of the officers serving within.**

The team delivers turnkey public safety facilities that include:

- Award-winning and collaborative program and architectural design
- All governmental permitting and approvals
- All onsite and offsite work
- All civil engineering and site development
- Built with the most modern design and construction techniques
- Built with the most up-to-date health, wellness, and safety features
- Client-friendly collaborative construction management methods and processes
- Innovative and affordable financing options
- Elimination of risk associated with project execution and cost overruns
- Lower all-in plant costs

*Our Leadership Team*



JD Alexander  
**CHAIRMAN**

**BIO:** JD Alexander serves as PSDS' Chairman of the Board. He is a Florida State Senator as well as the Principal Owner of Atlantic Blue Capital, a development firm focused on making Florida an even more desirable place to live, work, and learn.



Bruce Weber  
**CEO**

**BIO:** Bruce Weber serves as PSDS' Chief Executive Officer. His background comes from the business world, where he rose through the ranks to become CEO and Executive Chairman of Integrated Supply Network, a Lakeland-based distribution firm.



Lauren Hollander  
**COO & PRESIDENT**

**BIO:** Lauren Hollander serves as PSDS's Chief Operations Officer and President. Lauren brings a wealth of experience in development and construction. She is a hands-on leader who will take an active role in your project, ensuring that your expectations are exceeded throughout.



Mark Rodberg  
**CONSTRUCTION LEADER**

**BIO:** Mark Rodberg serves as PSDS' real estate and construction leader. Mark brings more than four decades of construction leadership experience, having served for decades as the President & CEO of his own successful construction management firm, P&T Construction.

*Our Leadership Team*



Rene Tercila  
**ARCHITECT**

**BIO:** Rene is the Executive Vice President and Principal of Harvard Jolly, one of Florida's premier Public Safety architects. Rene has dedicated his career to helping his clients' vision become reality and will bring innovative and customized designs, tailored to the client's needs and vision.



JulieAnn Rico  
**GENERAL COUNSEL**

**BIO** JulieAnn Rico is the former General Counsel for Palm Beach County School Board. In her 40-year career as an attorney, she has served as General Counsel to two of the largest urban school districts in the nation. She is a trusted advisor for government agencies, elected officials, and executives throughout Florida.



John J. Fumero  
**NASON YEAGER GERSON  
HARRIS & FUMERO, P.A.**

**BIO:** John brings nearly 30 years of experience in a wide-ranging practice in the areas of environmental, land use, land development, administrative, zoning, governmental and civil trial law. Mr. Fumero, formerly General Counsel of the South Florida Water Management District.

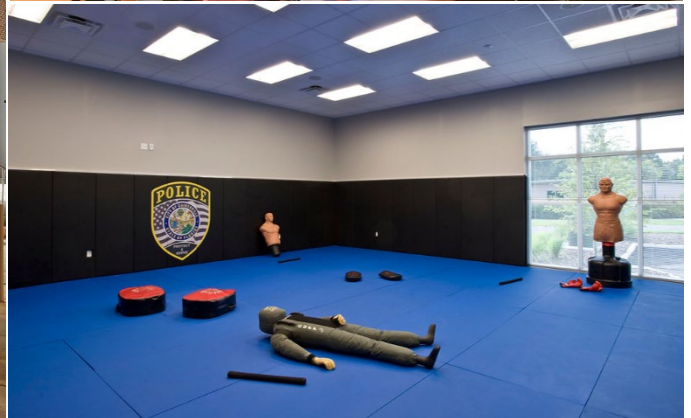


Jon Moyle  
**MOYLE LAW FIRM**

**BIO:** Jon is a member of The Florida Bar, and a graduate of Leadership Tallahassee and Leadership Florida. He is admitted to practice before all state and federal courts in Florida. Jon has received an "AV®" Peer Review Rating™ from Martindale-Hubbell®, the highest such rating awarded. Jon serves on several local and state boards.

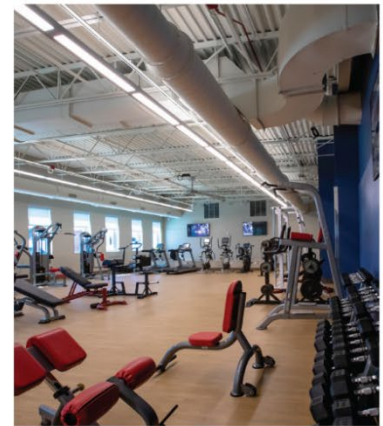
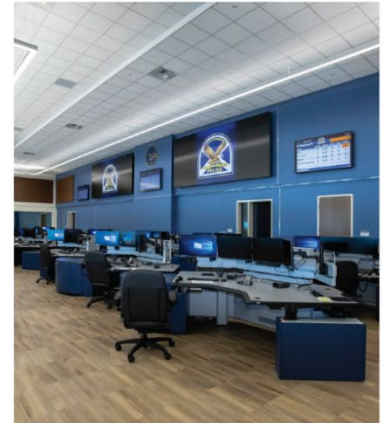
## SECTION 3: QUALIFICATIONS & EXPERIENCE

c.



### HARVARD • JOLLY ARCHITECTURE

Public safety facilities speak volumes to the surrounding community. They not only provide community resources, but they house public servants who protect and serve. Having designed more than one million square feet of public safety facilities, Harvard Jolly understands the unique attributes required by such facilities and a respect to the owner's needs and desires. Harvard Jolly's public safety design team have specialized expertise in a wide array of public safety facilities, including emergency operations centers (EOC), command and control centers, law enforcement facilities, mission-critical facilities, data centers and communications centers. We have thorough knowledge of the special design requirements as well as the best practices to achieve a functional, aesthetically-pleasing, healthy, and safe environment.

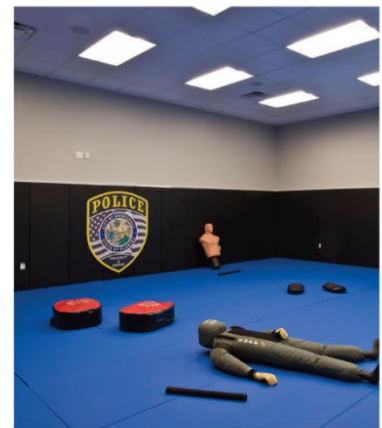
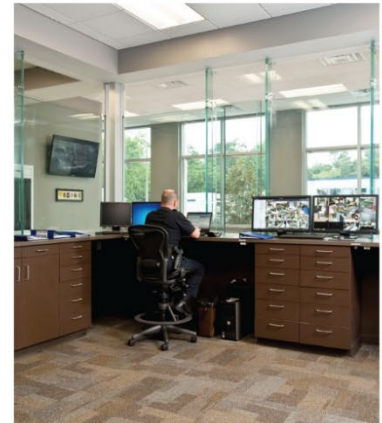


CITY OF ST. PETERSBURG POLICE HEADQUARTERS & EOC  
ST. PETERSBURG, FL

Harvard Jolly/AECOM designed the City of St. Petersburg’s new Police Headquarters. The design meets the needs of a 21st century law enforcement facility, which combines a functional work environment with modern technology to better serve the community. As an Emergency Operations Center (EOC), Communications/ Dispatch (911), the City’s Data Center, in addition to Property and Evidence Management, the building utilizes state of-the-art technology and compact storage. The Training area will serve as accommodations during emergency events. The facility has been designed to withstand 195 mph wind forces. It has redundant services for water, sanitary sewer and generator power to keep operations going for a minimum of 72 hours during and after an emergency event.

OWNER  
City of St. Petersburg

SIZE  
179,303 SF



## GAINESVILLE POLICE HEADQUARTERS & TRAINING FACILITY GAINESVILLE, FL

Gainesville Police Department's desire for a state-of-the-art facility was brought to life with the 41,000 SF Headquarters Building located on the existing campus. The new headquarters provides for the needs of a modern police facility featuring: briefing room, conference rooms, community room, records, operations, investigations, forensics, command staff, Information/Technology and sally-port.

Harvard Jolly renovated the existing 8,800 SF building for Physical Training. This training facility includes a gymnasium, mat room and locker rooms.

The project design created a "Traditional City", which reinforces the commitment to community policing. The design creates an inviting, vibrant and pedestrian-friendly streetscape. The new building evokes a civic architecture and takes cues from the neighboring historic community.

To minimize disruption to the surrounding neighborhood, privacy fencing and landscape buffers are located between adjoining residences and mechanical equipment and site lighting are thoughtfully placed.

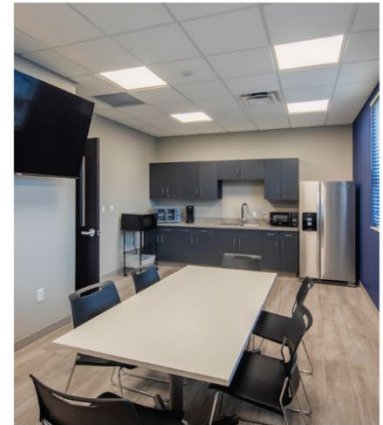
OWNER  
City of Gainesville

SIZE  
41,000 SF New Construction  
8,800 SF Renovation



# SECTION 3: QUALIFICATIONS & EXPERIENCE

c.



## CITY OF COCOA BEACH POLICE STATION COCOA BEACH, FL

The City of Cocoa Beach recently selected the HJ High/Harvard Jolly Design-Build team to design their new 26,000 SF, three-story facility located at the Municipal Complex site across the street from City Hall. The facility includes a community room, sally port, holding area, Patrol, Investigations, Administration, Property & Evidence and Records departments, as well as a Physical Agility and defense tactics area.

OWNER  
City of Cocoa Beach

SIZE  
25,388 SF

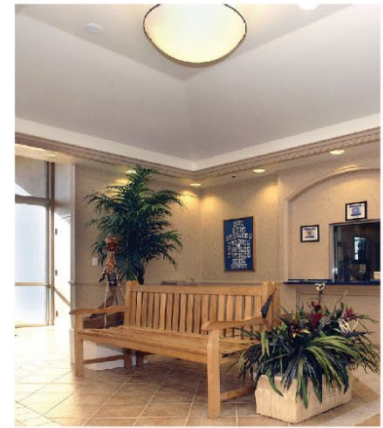
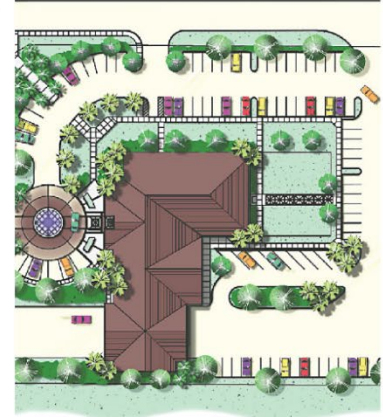


CITY OF MELBOURNE EOC/POLICE DEPARTMENT  
MELBOURNE, FL

The Melbourne Police Department is currently comprised of two buildings that are 1.8 miles apart. Harvard Jolly conducted a study of the existing facilities and concluded that the buildings are in a deteriorated condition due to age, insufficient design, under-engineered systems and accumulation of moisture-driven mold. Both buildings are also inadequate in size for the department’s current and future needs, and the separation of functions is inefficient for daily operations and strategic placement of personnel. Following the study, the City authorized Harvard Jolly to conduct a space needs analysis for a new combination police station and EOC. The new building will be 2 stories, with Patrol, Records, Property & Evidence, Holding, Training and a Community Room on the first floor, and Administration, Criminal Investigations, a Police Command Center, and the City’s Emergency Operations Center on the second floor. The new facility will allow for greater efficiency in operations, better service to the public, and improved disaster survivability. As part of the study, Harvard Jolly also evaluated several potential sites in terms of access, environmental issues, elevation and stormwater retention. Harvard Jolly has completed the Design for the new facility and is in the process of completing the Construction Documents.

OWNER  
City of Melbourne

SIZE  
75,611 SF



CITY OF PUNTA GORDA POLICE/FIRE STATION/EOC  
PUNTA GORDA, FL

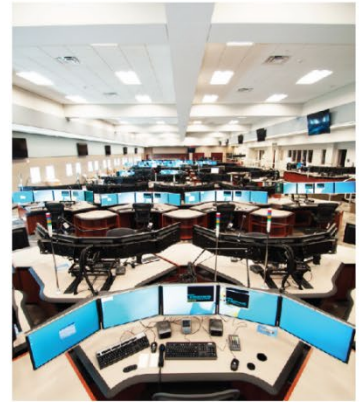
The Punta Gorda Public Safety Complex was built on the same site as the existing facility, which remained in operation until the new building was completed. At nearly 20,000 square feet, the complex serves as a police and fire headquarters, fire station, and dispatch/911 center.

The complex is divided into four separate zones for each department that are accessible from the common entry lobby. The 50-person police department contains records, interview rooms, squad and report rooms, offices for detectives and administration, and a meeting room that is shared with the fire department. The fire department has an apparatus bay, day room, kitchen, locker and bunk rooms, and the city's fire administration offices. A separate building houses an exercise room, impound, wash bay, and an emergency generator that can power the facility in the event of an outage.

With its stucco veneer, arched windows, and Spanish tile roof, the façade resembles the Mission Revival Style, which was influenced by the city's downtown revitalization planning guidelines.

OWNER  
City of Punta Gorda

SIZE  
19,500 SF



PINELLAS COUNTY SHERIFF'S OFFICE PUBLIC SAFETY  
LARGO, FL

The Pinellas County Public Safety Facilities and Centralized Communications Center includes four new buildings and one renovated building on the 40-acre site which houses the County's new emergency operations center. The complex encompasses the emergency communications and 911 call center, the emergency medical services, the sheriff's administrative/operational headquarters and dispatch center, and the vehicle maintenance and communications building.

The facility has the capability to withstand hurricane winds of over 200 miles per hour and the forces of a 10,000 year storm event. During a natural disaster or other crisis, the center will remain fully operational to lead recovery efforts and provide for continuous emergency communications. The new center includes many sustainable features to meet LEED certification standards. A new 689-space parking garage and central energy plant also serves the complex.

OWNER  
Pinellas County Government

SIZE  
269,032 SF



# Project Need & Benefit



# SECTION 4

## PROJECT NEED & BENEFIT

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Since the early 2000’s, when Belle Isle adopted its council-manager form of government to better serve its residents, the City has flourished, and continued its growth trajectory with numerous property annexations and the establishment of essential services like the Belle Isle Police department. Looking forward to the future, in order to maintain the City’s quality of life and growth trajectory, the need for new public support facilities has presented itself. Our project concept envisions a new, modern and efficient, 12,000 SF police station that will be designed and constructed with the City of Belle Isle’s current and future needs in mind. In order to achieve this, we have contemplated several different factors, such as size and scope of the facility, the location where it will reside, the turnkey cost, and more. Our team’s mission is to provide the City with all available options and facts, so the City can make informed decisions in the development of a generational facility that not only meets the public safety and administrative needs of the City today, but also provides resources and flexibility for Belle Isle’s future needs. Our team will design and construct the facility to incorporate all current “best practices” for municipal public safety facilities, such as considerations for: safety and security, health and mental wellness, environmental hardening, ongoing training, physical fitness, environmental contaminant control, and a welcoming environment for the Belle Isle community.

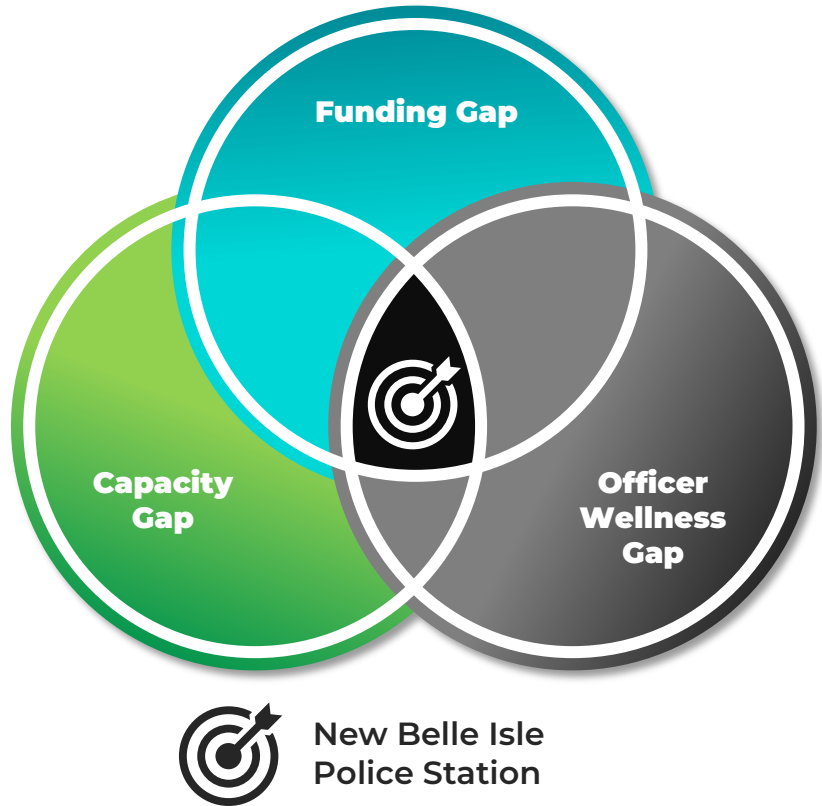
Collaborating with the City as a true building partner, our team will deliver a facility that is aesthetically pleasing and welcoming to the citizens of Belle Isle, but also a highly functional, extremely safe, and cost-effective facility for the officers that protect and serve the Belle Isle community. This unsolicited proposal represents our plan and ability to provide the development services needed to deliver a Police Station to Belle Isle efficiently, effectively, and affordably.

**FILLING THE FUNDING GAP** – Our proposed financing approach will be structured in collaboration with the City to deliver a solution that is efficient, affordable, and optimizes the project’s delivery while reducing risk to the City. Our team will provide the City with all necessary aspects of development from a financial and legal structuring standpoint while also creating an ongoing lifecycle reinvestment fund that will ensure the efficacy and effectiveness of the facility in the years to come.

**FILLING THE CAPACITY GAP** – The current Belle Isle Police Station is undersized and does not include many safety and security features that Belle Isle’s police officers need in order to best serve the Belle Isle community while maintaining a safe and healthy work environment. A new facility designed with these factors in mind will increase the quality of life for these officers, as well as provide them with the resources and facilities needed to do their job to the best of their ability. The result will be a more effective police force, excellent response times, and adequate facilities to support them as they support Belle Isle.

**FILLING THE OFFICER WELLNESS GAP**

– Many advances in our understanding of the reality facing our first responders have been made in recent years. The physical demands and mental stressors our police officers endure have led to unacceptable outcomes regarding police officer lifespan, mental health, physical health, and job satisfaction. In response to these challenges, advancements in facility development that combat these issues through better design and construction have been developed and our team is at the cutting edge of these advancements.



Our proposed facilities will be designed and constructed with these concepts at the forefront. Features such as contaminant control through better mechanical system design, better officer health and wellness via the inclusion of exercise equipment, on-campus training resources (2-lane shooting range, breakout collaboration spaces for training or seminars, and officer mental wellness resources), and durable, hard surfaces for quick cleaning and sanitization that can stand up to the wear and tear of a critical use, 24-hour facility.

In summation, we believe that a new Police Station developed by PSDS fills these crucial gaps that the Belle Isle Police Department currently faces.

# Qualifying Project Description





## SECTION 5

# QUALIFYING PROJECT DESCRIPTION

The Project Team proposes to provide the City with a modern, efficient, safe, and healthy Police facility in one of the fastest growing regions in the United States. Every aspect of the project, including project development, civil engineering, permitting and approvals, design, all construction documents, site work, vertical construction and final delivery is included in this turnkey, ready to open Police facility.

The City and Belle Isle Police leadership will be engaged in PSDS's "Collaborative Programming and Design Process" to ensure that the ultimate project outcome, a state-of-the-art new facility, will meet the expectations of officers, the community, and the City. The new Police Station will meet or exceed every local and state governmental requirement.

### Project & Process Inclusions:

- Collaborative design review with the City/Police Staff
- All design and architectural deliverables
- All governmental permitting and approvals
- All civil engineering and site plan development
- All specified onsite and offsite work
- Highest quality construction
- Most modern design and construction techniques
- Built with the most up-to-date Police Station safety features
- Client-friendly collaborative construction management
- Gross Maximum Price: Elimination of risk associated with project execution and cost overruns

## Project Description

The proposed project is a one-story, 12,000 SF Police Station built at 1216 Hoffner Avenue in Belle Isle, Florida. Project scope will include the demolition and removal of the existing Masonic Lodge building located at that address, as well as the design, construction, and delivery of a new, state-of-the-art Police Station able to accommodate up to 30 officers serving the Belle Isle community.



Our proposed design concept, which can be tailored exactly to the City's wants and needs, including a welcoming façade that enhances the surrounding community, a commercial grade fitness/weightlifting room, a residential kitchen-style break room, a fully secure public entry point, gear storage, enhanced training features, security features such as a ballistic hardened lobby area, and hard, durable and easily cleaned surfaces that can stand up to the wear and tear of a critical-use, 24 hour/365 day a year Police facility.

# SECTION 5: QUALIFYING PROJECT DESCRIPTION

c.

## Project Schedule

The following conceptual project schedule represents a summary of project tasks, broken down by development phase, and their anticipated durations. The goal is to provide a high-level snapshot of the overall project timeline.

Phase	Milestone	Duration
STEP 1	Initial Discussions About Project Needs	Completed
STEP 2	Presentation of Unsolicited Proposal	December 2 <sup>nd</sup> , 2022
STEP 3	City Council Approval For Public Solicitation	1 Week
STEP 4	Public Solicitation for Competitive Proposals	3 Weeks
STEP 5	Review Any Proposals Received	2 Weeks
PHASE 1	Comprehensive Agreement Executed By City Council	4 Weeks
PHASE 2	Architectural & Program Design Collaboration Upon Execution of Comprehensive Agreement	8 Weeks
PHASE 3	Approvals & Permits for Construction Upon Execution of Comprehensive Agreement	8 Weeks
PHASE 4	Site Improvements	12 Weeks From NOC +
PHASE 5	Vertical Construction	40 Weeks From NOC +
PHASE 6	Certificate of Occupancy Issued	42 Weeks From NOC +
PHASE 7	Facility Acceptance by City & Police Staff	Upon Issuance of Certificate of Occupancy
PHASE 8	Convey Warranties & Project Documents	Upon Close-out Procedures

**+ CONCURRENT ACTIVITIES**

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# Financial Information



## SECTION 7

# FINANCIAL INFORMATION

The following Exhibits include financial information for consideration of this Proposal by the City.

- EXHIBIT 1: Project Scope of Work\*
- EXHIBIT 2: Project Guaranteed Maximum Price\*
- EXHIBIT 3: Potential Bond Financing Source

\* This Proposal is submitted pursuant to Florida Stat. §255.065, known as the Public-Private Partnership Act and commonly referred to as the P3 Act. This process provides governmental entities, including Municipalities, an alternative flexible, transparent, and cost-effective procurement process. As with any other public procurement process, the City is not committed to enter into a contract with PSDS or any other potential Proposer unless and until the City votes to approve the final Comprehensive Agreement. As such, at any point along the process trajectory, the City may cease to pursue the project and/or our or any other Proposal. PSDS certainly hopes that the City will consider, pursue, and ultimately approve its Proposal. However, in an effort to manage expectations and in order to enable PSDS' fulfillment of its Proposal, particularly as to time and cost, PSDS may withdraw its Proposal in the event that the City does not take any action to consider the Proposal within 45 days of the Proposal submittal date.

ALL documents contained in this Proposal marked with a red margin and identified as Confidential, Proprietary and/or Trade Secret shall be safeguarded and protected from public disclosure. Additionally, Florida's Uniform Trade Secret Act, codified in Chapter 688, Florida statutes, applies. Moreover, Section 119.071(3)(b), F.S., provides among other things that building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building to be owned or operated are confidential and exempt from public disclosure pursuant to Florida's Public Records Law.

# SECTION 7: FINANCIAL INFORMATION

c.

<b>Municipality</b>	City of Belle Isle	
<b>Type of Request</b>	Contract	
<b>Project Name</b>	Belle Isle Police Station	
<b>Development Services Start Date:</b> February 15, 2023	<b>Development Services Completion Date:</b> October 15, 2024	

**Requested Amount:** \$7,983,000  
**Contracting Method:** Guaranteed Maximum Price  
**Development Firm:** PSDS

**Project Scope of Work:** The proposed project is a one-story, 12,000 SF Police Station built at 1216 Hoffner Avenue in Belle Isle, Florida. Project scope will include the demolition and removal of the existing Masonic Lodge building located at that address, as well as the design, construction, and delivery of a new, state-of-the-art Police Station able to accommodate up to 30 officers serving the Belle Isle community.

The comprehensive GMP for the Viera project will be \$7,983,000. The cost for services for this GMP Project takes into consideration soft costs and escalations that may occur to deliver this facility. The project provides a Police Station in a growing residential area at a competitive savings to the City of Belle Isle.

**Funding Source:** To be determined in collaboration with the City.

**Development Schedule:**

Collaborative Design and Approval:	February 2023
Construction Start:	December 2023
Substantial Completion:	September 2024
Final Completion:	October 2024

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**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** December 20, 2022

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Monetary Donation

**Background:** The City received a monetary donation this morning. According to the City’s donation policy, unrestricted donations of more than \$5,000 and restricted donations of more than \$500 must be brought to the City Council for approval and acceptance. The funds are to be used for the purchase of police equipment making it a restricted donation.

**Staff Recommendation:** Approve the donation.

**Suggested Motion:** I move that we approve donation of Peter Madison Management in the amount of \$40,000.00.

**Alternatives:** Do not accept the donation

**Fiscal Impact:** \$40,000.00 in revenue.

**Attachments:** None



# Belle Isle Police Department

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December 20, 2022

## Interoffice Memorandum:

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**TO:** Bob Francis  
City Manager


**FROM:** Deputy Chief Travis Grimm

**RE:** Request to Accept Donation

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Belle Isle resident Pete Madison, who resides at 4908 Oak Island Road, wishes to donate \$40,000 to the City of Belle Isle to purchase police equipment. A Donation Acceptance Agreement was completed. Installation of the devices will be performed by the City of Belle Isle Public Works Department.

I am respectfully requesting the City of Belle Isle Police Department accept this donation.

  
 \_\_\_\_\_  
 Bob Francis, City Manager

Approved  pending Council approval.  
 Disapproved

*A donation of this amount requires City Council approval.*



7. The City Council may in its discretion waive any provision, procedure, or requirement contained in this Donation Policy.

**IV. Procedures**

1. Unrestricted donations of \$5,000 or less may be accepted by the City Manager. Unrestricted donations of more than \$5,000 and restricted donations of more than \$500 must be brought to the City Council for approval and acceptance. Restricted donations of \$500 or less may be accepted by the City Manager.
2. The City Manager may accept or decline any donation in the City Manager's sole discretion and may choose to request City Council consideration of any donation. The City Manager shall report to the City Council on all donations in excess of \$1,000 at a City Council meeting within thirty days of accepting the donation.
3. The City Council shall consider proposed donations beyond the authority of the City Manager set forth above and proposed donations referred to it by the City Manager. The City Council may accept or decline any donation at its sole discretion.
4. All donations will receive appropriate recognition as determined by the City Manager or City Council at the time the donation is accepted, taking into consideration the nature and level of the donation. Upon request of the donor or if specified in a City- initiated request for donors, limited forms of promotional activity (such as logo or name placement on signs, flyers, and other materials related to a program or activity supported by the donation) are permitted. The appearance of traditional commercial advertising should be avoided and the size of donor recognition should be in keeping with the size of non-recognition information used in the materials. The agreed upon form of recognition should be identified in the donor receipt or a donation agreement. Any naming of City parks, property, or facilities shall follow the guidelines set forth in the City Resolution 17-19 Pertaining to Naming City-Owned Land and Facilities.
5. When donations with a value in excess of \$100 are accepted or upon the request of the donor, the City will issue the donor a receipt indicating the amount of the donation or describing the goods or services donated within 30 days of receiving the donation. (In accordance with the Internal Revenue Code the City does not provide an estimated value of in-kind donations; donors may refer to IRS Publication 561 for more information on valuing donated property.) The donation receipt shall also include the date of the donation, the name of the donor, the purpose of the donation (if a restricted donation), a brief description of any public recognition that will be made by the City, and note that the donor received no goods or services in exchange. The original receipt shall be submitted to the donor and the City shall retain a copy. A sample donation receipt is attached as Exhibit B.

EXHIBIT A – SAMPLE DONATION ACCEPTANCE AGREEMENT



**DONATION ACCEPTANCE AGREEMENT**

This Donation Acceptance Agreement (the “Agreement”) is made this 19 day of December, 20\_\_ by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the “City”), and Pete Madison, whose mailing address is 6545 Cay Circle (the “Donor”). The parties hereby agree as follows:

1. **Donation.** Donor wishes to donate certain property or funds to the City, described as follows: \$ 40,000 (the “Donation Property”). To the extent that the Donation is non-monetary, Donor’s estimate of its current value is: \$ 40,000.

2. **Intended Use.** It is the intent of the parties that the Donation Property be used by the City for the following purpose: police equipment (the “Intended Use”). Donor acknowledges that the City’s use of the Donation Property for the Intended Use may be contingent upon various factors including but not limited to budgeted funds, continuation of certain City programs or facilities, City plans, and other matters. The City’s failure to use the Donation Property for the Intended Use for any reason shall not constitute a breach of this Agreement nor entitle Donor to return of the Donation Property.

3. **Acceptance and Delivery.** Upon execution of this Agreement by both parties (the “Effective Date”), the City hereby accepts and the Donor relinquishes all claims to and rights in the Donation Property. Donor shall take any and all additional actions necessary to deliver the Donation Property to the City, to relinquish any of Donor’s claims and rights in the Donation Property, and to transfer ownership of the Donation Property to the City.

4. **Donor’s Representations.** Donor hereby represents and warrants that Donor is the lawful owner of the Donation Property with full authority to donate the Donation Property to the City as provided in this Agreement. Donor further represents and warrants that all statements and assertions made by Donor to the City in this Agreement and otherwise in relation to the Donation Property are true and accurate to the best of Donor’s knowledge.

5. **Indemnification.** Donor hereby indemnifies and holds harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney’s fees for trials and appeals, claimed or asserted by or on behalf of any person who is the actual owner or co-owner of the Donation Property at the time this Agreement is executed. This paragraph shall survive termination, expiration, and completion of this Agreement.

6. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity protections or of any other privilege, immunity or defense afforded to it or any of its officials, employees and agents under the Constitution and laws of the State of Florida.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

8. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.

9. **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

10. **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the Effective Date. 12/19/22

CITY OF BELLE ISLE  
\_\_\_\_\_  
Signature Travis G. ...  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Position D/C  
\_\_\_\_\_  
Date 12/19/22

DONOR: PETE MADRIZ  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Position/Title (If Donor is an entity)  
\_\_\_\_\_  
Date 12/19/22