RESOLUTION 17-24

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH PRMG IN THE AMOUNT OF \$46,000 FOR THE PERFORMANCE OF A CITY IMPACT FEE ANALYSIS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and PRMG, relating to the performance of a City Impact Fee Analysis in the basic amount of Forty Six Thousand Dollars (\$46,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 2 day of <u>December</u>, 2016.

CITY OF PANAMA CITY BEACH

By: _

MIKE THOMAS, Mayor

ATTEST:

DIANE FOWLER, City Clerk

November 4, 2016

Ms. Holly White Assistant to City Manager for Finance City of Panama City Beach 110 South Arnold Road Panama City Beach, Florida 32413

Subject: Agreement to Provide a Municipal Services Impact Fee Study

Dear Ms. White:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this agreement to provide professional consulting services to the City of Panama City Beach, Florida (the "City" or "Client") associated with the preparation of a municipal services impact fee study (the "Impact Fee Study"). The purpose of the Impact Fee Study is to assist the City with its review and update of Police, Fire, Recreation and Library Impact Fees that are applied to new development.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment A which is made a part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included on Attachment B, which is made a part of this proposal.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment B and the direct hourly labor billing rates as identified on Attachment A, we propose to establish a not-to-exceed contract budget to provide consulting services associated with the performance of the Impact Fee Study of \$46,000.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by PRMG for such other direct costs, if any, will be billed to the City based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment A. It is proposed that PRMG will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for

Ms. Holly White City of Panama City Beach November 4, 2016 Page 2

the engagement. A detailed schedule of the proposed budget is shown in Attachment C. No additional services above the cost estimate will be performed without the prior written authorization of the City.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through the completion of the project or twelve months after the date of execution of the Agreement, or some other contract period as mutually agreed to between the City and PRMG. It is anticipated that the project will be submitted to the City within 120 days after receiving the City's capital planning information and other statistical data necessary to complete the study, which may depend on other, third party consultants not associated with this project team.

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment D which is made a part of this proposal.

We appreciate the opportunity to submit this agreement to provide rate consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to PRMG.

Very truly yours,

Henry L. Thomas

Lemy L. Thomas

Public Resources Management Group, Inc

Vice President

ACCEPTED BY:
City of Panama City Beach

Name

Title Date

ATTACHMENT A

CITY OF PANAMA CITY BEACH, FLORIDA

MUNICIPAL SERVICES IMPACT FEE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD UNIT COSTS

DIRECT LABOR HOURLY RATES

	Direct Labor
Project Team Title	Hourly Rates [*]
Principal	\$190.00
Associate	\$150.00
Managing Consultant	\$135.00
Supervising Consultant	\$120.00
Senior Consultant	\$115.00
Rate Consultant	\$105.00
Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Analyst	\$ 65.00
Assistant Analyst	\$ 55.00
Administrative	\$ 55.00

^[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index - Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance - Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-exceed per PRMG Employee:
	\$8.00 - Breakfast
	\$12.00 - Lunch
	\$25.00 - Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

^[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index - Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.

ATTACHMENT B

CITY OF PANAMA CITY BEACH, FLORIDA

MUNICIPAL SERVICES IMPACT FEE STUDY

SCOPE OF SERVICES

The scope of services to be performed by PRMG in the preparation of the Impact Fee Study for the police, fire and rescue, recreational services, and library services (the "Municipal Services") will include the following tasks:

Data Gathering & Study Scheduling:

- Preparation of Data Request PRMG will prepare a written data request outlining the 1. necessary information that will need to be compiled by the City in order to complete the Impact Fee Study. As the City will be retaining the services of a separate consultant to develop certain operating, capital and other financial projections, the availability of certain data and the timing of our results will be contingent on the results of their analysis. The data request will be segregated by type of fee in order to assist the City with the data gathering efforts. Data that will be requested will include, but not be limited to, the following: i) personnel and staffing levels for police and fire departments, ii) inventory of existing capital equipment and facilities required to provide police and fire protection services, including buildings and structures, vehicles, equipment and equipping of personnel; iii) an inventory of recreation open space and the recreational facilities currently in service; iv) fixed asset data for library system; v) population and development statistics for the City and the extra-territorial utility service areas; vi) service call information for police and fire protection services; vii) historical asset and capital improvement programs for municipal services; viii) comprehensive planning documents: ix) information regarding current level of service standards; and xi) other data and information considered necessary to perform the study. PRMG will gather data regarding the level of fees currently charged by neighboring communities.
- 2. Preparation of Project Schedule PRMG will prepare a written tentative project schedule outlining the major analytical and deliverable milestones. Pending data availability and other unforeseen issues, this timeline could be subject to minor revisions as the study progresses. It is important to note that the City is planning on retaining a separate consultant to develop operating, capital and other financial projections which will directly affect our analysis. As our study results will be dependent on the results of these projections (particularly the capital projections), any delays on the part of the City or its third party consultant could affect the project schedule and effort (see "Additional Services").
- 3. Initial Project Meeting PRMG staff will attend an initial project meeting to affirm project goals and objectives, obtain and review compiled information and interview City

- staff. It is anticipated that this meeting will occur after the City has provided the data requested in the initial data request.
- 4. Team Meetings This project is directly related to capital planning to be undertaken by city staff respecting "island wide" utilities and a consultant respecting City fire and rescue, police, recreation library and roads. This project is tangentially related to the City's development of a cash flow modeling tool for front beach road in particular. PRMG staff will attend informal meetings of the forgoing team by telecommunication when needed or useful to initiate and coordinate each of the other efforts.

Population Projections:

The City's capital planning is in part dependent upon projections of population growth including permanent residential, local visitation and transient accommodation tourism. PRMG will give initial priority to projecting that growth over the ten-year capital planning horizon in order to facilitate and expedite the capital planning.

Municipal Service Impact Fees:

- 1. Municipal Service Area Forecast This task will include a review of service area demographics including any projections of service area population and new development by type of residential dwelling unit (e.g., single-family, multi-family, etc.) and commercial development by land use type and square footage. The population projections and other service area demographics as contained in documents such as the City's Comprehensive Land Use Plan; Florida Statistical Abstract and other information provided by the City will be used in this task is to estimate the future service area demand for services.
- 2. Determination of Level of Service Standards Based on available information, PRMG will work with City staff to identify the level of service standard (LOS) for each municipal service. These standards should be consistent with the City's current service levels and the City's Comprehensive Plan.
- 3. Cost Allocation The capital costs associated with providing municipal services for new customers will be identified in conjunction with City staff and allocated among the residential and commercial customer classifications, where appropriate or determined on a "per equivalent unit" basis to assist in the overall fee determination. The allocation of such costs will be based on the service area demographics, level of service standards and development characteristics of the City and other factors as deemed appropriate by PRMG and the City.
- 4. Design of Municipal Services Impact Fees PRMG will design impact fees for each specific customer classification for the municipal services under consideration. The design of the Municipal Services Impact Fees will recognize the same general rate categories and application methods currently in effect unless it is decided that these categories should be modified (this will be determined between the City and PRMG during information gathering phase of project). The Municipal Services Impact Fees will

be based on the capital cost allocable to future growth, the allocation of such costs among the relevant customer categories, and the level of service standards. Additionally, PRMG will identify any external funding credits that should be recognized in the derivation of the impact fees.

Other Impact Fee Tasks:

- 1. Fee Comparisons A comparison of the existing and proposed fees for residential dwellings and commercial use will be prepared for each of the Municipal Services Impact Fees (new customer impact analysis) and also compared with similar fees charged by other neighboring public jurisdictions and utilities.
- 2. Review of Impact Fee Ordinance PRMG will assist the City in the review and update of the existing impact fee ordinance to reflect the recommendations of the study.
- 3. Presentation of Findings A report will be prepared by PRMG summarizing the data relied upon in the development of the impact fees as well as the assumptions and methods used to develop such fees, and our conclusions and recommendations for consideration by the City Additionally, PRMG will attend one public hearing before the City Council to present the findings and recommendations of the Impact Fee Study, which assumes the presentation of all the impact fees under investigation.
- 4. Meetings For the purposes of this scope of services, the proposed budget includes three (3) on-site meetings with the City in order to prepare and present the report regarding the municipal impact fees. PRMG will also make use of on-line tools to host off-site, remote meetings as necessary during the course of eth study. A summary of the planned meetings is shown below.

Description	Number of Meetings
Attendance of Study Kickoff / Preliminary Findings Meeting with Staff	1
Attendance of Staff Review Meeting of Impact Fee Analysis Results	1
Attendance of Public Hearing	1
Total Number of Meetings	3

ADDITIONAL SERVICES

During the course of the study, the City may request additional services from PRMG. Such services will not be conducted until authorized by the City as mutually agreed between the City and PRMG. The City will be billed for such additional services based on the hourly rate schedule of PRMG's employees as shown in this Proposal or some other basis as mutually agreed between the City and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

- 1. Attendance of additional meetings above what is contemplated in the scope of services.
- 2. Performance of other rate and impact fee analyses in addition to those being reviewed pursuant to the scope of services for this engagement.

- 3. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.
- 4. Delays in the project schedule that would affect the budget for the scope of services reflected herein as a result of: i) delays in receiving data from the City or the City's other, third party consultants; and ii) changes in major assumptions and data after the analysis has been materially completed.

Attachment C City of Panama City Beach, Florida

Preliminary Job Cost Estimate for Municipal Impact Fee Study

Line No.	e Activity	Principal	Associate	Rate Consultant	Clerical & Admin.	Totals
	1 Direct Labor Rates (\$/Hr.)	\$190.00	\$150.00	\$105.00	\$55.00	
,	2 Data Request, Acquisition and Review	1	2	12	2	17
Ĭ	3 Preparation of Project Schedule	4	ı		•	4
-		2	00	16	•	26
	5 Determination of Level of Service Standards	4	4	•		91
-		4	12	12	•	28
	7 Design of Municipal Impact Fees	4	16	40	•	09
	8 Fee Comparisons	1	2	16	1	61
	Presentation of Study Results 9 Preparation of Briefing Documents & Study Report Summarizing the Results	00	20	40	16	84
1	10 Review of Impact Fee Ordinance	2	4	00		14
=	P	16	ı	16	1	32
-i		œ	1 39	00	•	16
-	13 Attendance of Project Related Teleconferences	9	9	9	:10	18
-	14 Project Management	10	ı	•	4	14
=	15 Total Project Hours	70	74	182	22	348
<u>-</u>	16 Total Direct Labor Cost - All Tasks	\$ 13,300	\$ 11,100	\$ 19,110	\$ 1,210	\$ 44,720
1	17 Average Hourly Billing Rate					\$128.51
	Allowance for Other Direct Costs					
П						\$800
9 2	9 Allowance For Copy, Presentation, and Report Preparation 0 Allowance for Telephone Delivery and Other Project Costs					250
21	Miscellaneous / Rounding					80
	22 Total Allowance for Other Direct Costs				•	\$ 1,280
∺ FXH	23 Total Estimated Project Cost				. "	\$ 46,000

I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG represents that it is expert in the services to be rendered and acknowledges that it is obligated to render those services expertly, but cannot and does not expressly warrant or guarantee the result of its professional services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client. Nonetheless, PRMG will endeavor to bring to Client's attention any information which based upon

its knowledge without investigation it recognizes to be suspect, false or unreasonable.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

To the extent of the statutory cap upon the waiver of sovereign immunity, Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

 Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises	
(Each Occurrence)	\$300,000
Medical Expense (Any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed/Operation	
General Aggregate	\$2,000,000

- Statutory worker's compensation and employers' liability insurance as required by state law.
- Professional liability insurance at a limit of liability of not less than \$2,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement, provided that PRMG shall have first advised Client of the name and task assigned to the subcontractor.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This agreement is entered in Bay County, Florida, and shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in this state with exclusive venue lying in the state courts in and for Bay County.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT

PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement

is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and, to the extent of the statutory cap upon the waiver of sovereign immunity, Client shall hold harmless and indemnify PRMG against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due. PRMG shall be compensated for its reasonable expenses resulting from such suspension including mobilization and mobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

In the event of termination, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. Reserved.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, PRMG's records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. PRMG shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

The City is a public agency subject to Chapter 119, Florida Statutes. PRMG shall comply with Florida's Public Records Law. Specifically, PRMG shall:

- a. Keep and maintain public records required by the City to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, F.S. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if PRMG does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of

PRMG, or keep and maintain public records required by the City to perform the service. If PRMG transfers all public records to the City upon completion of the contract, PRMG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PRMG keeps and maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. The PRMG shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The City, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following contract completion.

Questions regarding the application of Chapter 119, Florida Statutes, to PRMG's duty to provide public records relating to this contract, contact Dee Fowler, City Clerk and Public Records Custodian, at (850) 233-5100, extension 2409, or dfowler@pcbgov.com or 110 South Arnold Road, Panama City Beach, Florida 32413.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING RE	EQUEST/NAME:	2. MEETING DATE:	
Police, Fire, Recreation a	nd Library/Kelly Jenkins	12/08/2016	
3. REQUESTED MOTION/ACTION: Approve Agreement with Public Resources Management Group (PRMG) to Provide a Municipal Services Impact Fee Study.			
4. AGENDA PRESENTATION PUBLIC HEARING CONSENT REGULAR	5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES	2	
The City Council authoriz Firm (PRMG) to update the for the next 10 years. Staff had discussions with	HEACTION NECESSARY, WHAT GOAL WILL BE ACHION LED STATE AND STATE OF STATE O	es Agreement with the first ranked fee studies for planning purposes vices to provide a Municipal	