

CITY COUNCIL RESOLUTION NO. 2021-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TINDALE-OLIVER & ASSOCIATES, INC., FOR CONSULTING SERVICES TO ASSIST THE CITY IN ACCOMPLISHING THE FIRE RESCUE ASSESSMENT PROJECT FOR FISCAL YEAR 2021-2022, AT A COST NOT-TO-EXCEED \$26,686.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal year 2020-2021; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the “Fire Rescue Assessment Project”); and

WHEREAS, the City desires to enter into an agreement with Tindale-Oliver & Associates, Inc. (hereinafter “Tindale-Oliver”), for professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2021-2022, for a sum not to exceed twenty six thousand six hundred eighty-six dollars and zero cents (\$26,686.00, hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to enter into an agreement with Tindale-Oliver for the aforementioned Fire Rescue Assessment Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Professional Services Agreement*” (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City Council is hereby authorized to enter into an Agreement with Tindale-Oliver & Associates, Inc. for professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Tindale-Oliver to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Tindale-Oliver shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of April 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City", and TINDALE-OLIVER & ASSOCIATES, INC., hereinafter referred to as "Consultant" or "Contractor".

WITNESSETH

WHEREAS, the City Council of the City of Lake City, Florida, has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal Year 2020-2021; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the "Fire Rescue Assessment Project"); and

WHEREAS, Consultant is well qualified and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and have agreed to make themselves available to provide professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2021-2022; and

WHEREAS, Consultant shall furnish specialized professional services directly to City staff.

NOW, THEREFORE, it is agreed as follows:

TERMS

1. RECITALS. The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

2. SERVICES TO BE PERFORMED BY CONSULTANT. The Consultant shall, in conjunction with the general direction of the office of the City Manager, City Attorney or their representative designees, provide the professional services described in the Scope of Services attached hereto as Appendix A ("Scope of Services"), authorized by City Council Resolution No. _____, in order to assist the City in the development of the Fire Rescue Assessment Project.

3. TERM OF THE AGREEMENT AND TIME REQUIREMENTS. This Agreement shall become effective upon the signature by the duly authorized representative of the City and Consultant for the Fiscal Year 2021-2022 Fire

Rescue Assessment Project, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to maintain the annual fire rescue assessment to be collected using the tax bill collection method for Fiscal Year 2021-2022. Consultant shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the Scope of Services so that the city may annually achieve its objective. Accordingly, time is of the essence of the Agreement.

In the event of termination prior to the completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to the Consultant for services rendered, provided that the termination is not due to a default on the part of the Consultant. The City, at its sole option, may decide not to move forward at any time, with only the professional fees and expenses actually incurred through the date the Consultant is notified of termination then being due and payable. In the event the City terminates this Agreement for any reason other than default by the Consultant prior to completion of the Fiscal Year 2021-2022 assessment roll and the City continues to proceed with a fire rescue assessment, the City shall provide a written general release to Consultant, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

4. SCHEDULE OF FEES. For services to be provided hereunder by Consultant, the Consultant shall work under a lump sum professional fee arrangement described in the Scope of Services on the payment basis described in the Cost of Services Schedule in the Scope of Services.

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery services, and travel expenses, except for the reimbursement for the costs of producing, stuffing and mailing the required first class notices or information obtained from the Tax Collector, Property Appraiser or like public official, which shall be considered a Fire Rescue Assessment Project cost and will depend on the number of assessable parcels for Fiscal Year 2021-2022. Such costs will be due and payable upon the adoption of the preliminary assessment resolution.

Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. COOPERATION OF THE CITY. It shall be the obligation of the City to timely provide Consultant with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment.

The Scope of Services contemplated herein contemplates that the city will timely provide the necessary budget background information and the data required to update the Fire Rescue Assessment Project, timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data or correlate the incident reporting data used by the City with the data contained on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

6. DOCUMENTS. All documents, electronic media, and other data developed by the Consultant in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the City by Consultant at any time upon request of the City for a period of seven calendar years following the completion of the project. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. TERMINATION. The City reserves the right to terminate this Agreement at any time, by written notice. In the event of such termination, Consultant shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date Consultant is notified of termination.

8. DEFAULT PROVISION. In the event Consultant shall fail to comply with each and every term and condition of this Agreement or fail to perform any of the terms and conditions contained herein, then the City, in addition to all other remedies available by law, at its sole option and upon written notice to Consultant, may cancel and terminate this Agreement.

9. CONFLICT OF INTEREST. Consultant covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of Consultant or its employees, must be disclosed in writing to the City. Also, Consultant is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respect with the terms of said laws.

10. AWARD OF AGREEMENT. Consultant warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant also warrants that to the best of its knowledge and belief no office holder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.

11. CONTROLLING LAW. This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. ATTORNEYS' FEES AND COSTS. In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. PUBLIC RECORDS. The Contractor shall comply with all public records laws.

A. 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 AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

1-386-752-2031

B. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services for a period of seven calendar years following the completion of the project.

2. 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 in this Chapter 119 of Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the Contractor's time.

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

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

14. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and Consultant. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

16. INSURANCE. Consultant shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000.00 covering all liability arising out of the terms of this Agreement.

17. NONDISCRIMINATION IN EMPLOYMENT. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. Consultant shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

18. INDEPENDENT CONTRACTOR. Consultant and their employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.

19. NON-DELEGABILITY. It is understood and agreed that the obligations undertaken by Consultant pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.

20. BEST EFFORTS. Consultant covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. The use of special assessments is often politically contentious and can be subject to challenge. Because the state of the law is always subject to change, Consultant cannot provide any indemnification or guarantee relative to any challenge to the validity of the fire rescue assessment.

Consultant's obligation is to share its experience and provide its best efforts providing a reasonable analysis and approach to the development of a non-ad valorem assessment program. Errors or omissions in the development of any assessment roll will be addressed, with the permission of the City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Reassessment or the development and reassessment of any remedy or cure resulting from an administrative error or omission by Consultant and the direct costs related thereto shall be provided by Consultant at no additional charge to the City.

21. NOTICES. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal services, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted (returned receipt requested) or the date of actual receipt, whichever is earlier.

CITY OF LAKE CITY, FLORIDA

City Manager
Joseph Helfenberger
205 N. Marion Ave
Lake City, Florida 32025

With copy to:

City Attorney
Fred Koberlein
855 SW Baya Drive
Lake City, Florida 32025
Phone: 386-269-9802
Fax: 888-908-8699

CONSULTANT

Tindale-Oliver & Associates, Inc.
City of Lake City
1000 N. Ashley Drive, Suite 400
205 North Marion Avenue
Tampa, Florida 33602
Lake City, Florida 32055
Phone: 813-224-8862
Phone: 386-752-2031
Fax: 813-226-2106

Fax: 386-752-4896

22. AMENDMENTS. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

23. MISCELLANEOUS PROVISIONS.

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in the Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Lake City, such provision, paragraph, sentence, work or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials executed this Agreement the day ____ of _____ 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**TINDALE-OLIVER &
ASSOCIATES, INC.**

By: _____
Steven A. Tindale,
President & Secretary