

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 15, 2021

To: The Honorable Ed Montanari, Chair, and Members of City Council

Subject: Accepting a proposal from L.A. Consulting, Inc., for a management evaluation study of the Stormwater, Traffic and Pavement Operations Department, in the amount of \$163,452; approving a transfer in the amount of \$13,452 from the balance of the General Fund Contingency (0001) to the City Council Department, City Council Division (010 – 1001) to provide additional funding for the management evaluation study; and providing an effective date.

Explanation: The Procurement and Supply Management Department received two proposals for a management evaluation of the Stormwater, Pavement and Traffic Operations Department, from L.A. Consulting, Inc., and Stantec Consulting, Services, Inc.

The proposals were evaluated by the Budget, Finance and Taxation subcommittee (“BF&T”) of City Council.

The proposals were evaluated based on the following criteria:

- Experience of the firm
- Qualifications and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Cost or price

The BF&T found L.A. Consulting, Inc.’s proposal to be the most advantageous to the City. L.A. Consulting, Inc. will conduct a management evaluation of the City’s Stormwater Pavement and Traffic Operations (SPTO) Department in accordance with Section 4.05 (b)(1) of the City Charter. That section states in part that *“City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the city, or any portion thereof, under the direction of City Council. At least once every two years the City Council shall discuss and make a decision as to whether or not any such an audit is needed. The management evaluation and all reports and recommendations shall be directed to the Council.”*

The purpose of the evaluation is to evaluate the efficiency, and effectiveness of the operations of the SPTO Department, and to form an opinion and report on the department’s operations and make recommendations on how they may be improved, make site-specific recommendations, and detail appropriate modifications to enhance efficiency.

The Budget, Finance and Taxation subcommittee of City Council, recommends award to:

L.A. Consulting, Inc. (Manhattan Beach, CA)\$163,452

L.A. Consulting, Inc. has met the specifications, terms, and conditions of RFP No. 7882, dated October 28, 2020. The company is headquartered in California and has been in business since 1995. The Debary, Florida office will provide assistance in performing the management evaluation. It has satisfactorily provided these services for the City in the past. An agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: \$150,000 has been previously appropriated in the General Fund (0001), City Council Department, City Council Division (010-1001). The remaining funding (\$13,452) will be available after the approval of a transfer in the amount of \$13,452 from the balance of the General Fund Contingency (0001) to the City Council Department, City Council Division (010 – 1001).

Attachments: Agreement (19 pages)
Resolution

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on the day of April, 2021 (“Effective Date”), by and between L.A. Consulting, Inc. (“Contractor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement and the schedule and deadlines set forth in Appendix A. Appendix A is attached hereto and made a part hereof. Without limiting the generality of the foregoing, Contractor shall provide, and shall report to the City on, a management evaluation of the City’s Stormwater, Pavement and Traffic Operations Department.

2. **Agreement Components.**
 - A. The agreement components are this Agreement, the appendices to this Agreement, the purchase order issued by the City pursuant to this Agreement (“Purchase Order”), and the following documents, which are made a part hereof by reference (“Other Documents”):
 - (i) RFP 7882 (“Document 1”)
 - (ii) RFP 7882,1 (“Document 2”)
 - (iii) Contractor’s Proposal #11606 (“Document 3”)

 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the Purchase Order, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).

3. **Term.** The term of this Agreement commences on the Effective Date and remains in full force and effect until Contractor has performed its obligations under this Agreement and the City has accepted all services in accordance with this Agreement.

4. **Payment.** Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the fee schedule set forth in Appendix B (“Pricing”); provided, however, that the City is not required to pay Contractor for services unless they conform to the requirements of this

Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which is be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) must not exceed One Hundred Sixty Three Thousand Four Hundred Fifty Two dollars (\$163,452.00) (“Total Contract Price”). The Pricing and the Total Contract Price may be increased only in strict accordance with this Agreement. Contractor shall invoice the City in accordance with Appendix B, and the City shall pay each invoice within thirty (30) days after receipt (provided Contractor is in compliance with the terms and conditions of this Agreement).

5. Indemnification.

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
 - (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or
 - (v) Contractor’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or

liability arising in connection with any event occurring prior to such expiration or termination.

6. Insurance.

- A. Contractor shall maintain the following minimum types and amounts of insurance throughout the term at its own expense:
 - (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
 - (iv) Professional Liability Insurance. Errors and omissions liability insurance appropriate to Contractor's profession with a minimum limit of \$1,000,000 per occurrence. If coverage is on a "Claims Made" basis, it must include the Retro date of coverage.
- B. All of Contractor's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.
- C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
- E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
- F. If the insurance carried by Contractor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Contractor's insurance limits are greater than the minimum limits set forth herein, then Contractor's insurance limits are deemed to be the required limits in this

Agreement.

- G. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
7. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Office of the City Auditor
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7510
Attention: Boriana Pollard, City Auditor

CONTRACTOR:

L.A. Consulting, Inc.
124 11th Street
Manhattan Beach, CA 90266
Attn: Harry Lorick, President

- 8. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
- 9. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
- 10. **Assignment.** Contractor may not make any assignment of this Agreement without the prior

written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.

11. **Termination.**

- A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.
- B. The City may terminate this Agreement upon written notice to Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
- C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
- D. Termination of this Agreement acts as a termination of the Purchase Order and the Other Documents.

12. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

15. **Compliance with Laws.** The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

16. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this

Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

17. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement may be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
18. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it may not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing it.
19. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client lists.
20. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
21. **City Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of City Council, and any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by City Council.
22. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
23. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Contractor and must be open to examination or audit by the City during the term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
24. **Survival.** All obligations and rights of any party arising during or attributable to the period

prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

25. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party (“Permitted Delay”), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
26. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Contractor does not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.
27. **Permits and Licenses.** Contractor shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor’s performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
28. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
29. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor’s obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
30. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

31. **Contract Adjustments.**

- A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.
- B. There may be no increase in the Pricing or the Total Contract Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
- C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
- D. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Pricing or the Total Contract Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.

32. **City Data.** All data, documents and other City property shall remain the exclusive property of the City. Contractor agrees that such City property shall be used solely for the purpose of performing the Scope of Services. Contractor is responsible for the safekeeping of such property and, if the City so requests, Contractor shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services, all such property shall be returned to the City.

33. **Deliverables.** The City will solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement (“Deliverables”), including but not limited to patent, copyright, trademark and other intellectual property rights therein. Contractor shall take all actions necessary to assure that such title vests in the City.

34. **Acceptance.** After notice from Contractor that it has performed the services required pursuant to this Agreement, the City shall issue written acceptance upon the City’s confirmation that the services and Deliverables have been provided in accordance the terms and conditions of this Agreement. Within ten (10) days of receipt of Contractor’s notice that it has performed the services and provided the Deliverables, the City will notify Contractor of any discovery by the City of a non-conformance of the services and/or Deliverables with the requirements of this Agreement (“Non-conformance”), and Contractor will have the period of time stated in the Non-Conformance notification to correct such Non-conformance, or, if no time is stated, Contractor will have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event may a period exceeding ten

(10) days from the date the City provides notice of Non-Conformance to Contractor be considered a reasonable period of time. The City's issuance of written acceptance in no way relieves Contractor of any of its obligations pursuant to this Agreement.

35. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed with reasonable care in a diligent, professional, and competent manner.

36. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

37. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term of this Agreement and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, Contractor shall provide all electronically stored public records to the City in a format approved by the City.

B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS)**

AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

- C. Nothing contained herein may be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.
38. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

L.A. CONSULTING, INC:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

(SEAL)

By: _____

Print: _____

Title: Chair, BF&T Committee

City Clerk (Designee)

Provisions of Contract Approved:

Approved as to Form and Content:

By: _____

Print: _____

Project Manager

City Attorney (Designee)

(Acknowledgment of Contractor)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: _____

Print: _____

Appendix A
Scope of Services
Stormwater Pavement Traffic Operations Department

Scope of Work to be Performed

Contractor shall provide all labor, materials, supervision, tools, equipment, facilities and travel necessary to provide a management evaluation of the City's Stormwater Pavement and Traffic Operations Department. Contractor's services shall include, but are not limited to performing tests and analysis necessary, including interviews with employees at all levels of employment, to allow Contractor to evaluate the efficiency and effectiveness of the operations of the SPTO Department, and to form an opinion and report on the department's operations in the following areas and make recommendations on how they may be improved:

Mission and Goals: Has the department adopted a departmental mission (or vision) statement? Is the department's mission compatible with the mission of the City? Is the department's mission (or vision) stated clearly, concisely and in easily understandable terms and are employees aware of its mission? Has management set operational goals for the department? Are these goals congruent with each other? Do these goals directly support the mission? Are these goals stated in measurable terms (benchmarks)? Is there methodology used to help employees understand how their daily work contributes to the goals of their units and the overall mission of the department and the City?

Organization Structure: Is the organizational structure currently in place adequate to accomplish the department's mission and/or goals? Is the department organized in such a way that mission and accountability are clearly defined without duplication and overlap of responsibility? Is the department organized to optimize integration, cooperation, and communication within the department as well as with other departments, other outside agencies, the Mayor, City Council and the citizens? Does the organizational structure for the department have the appropriate span of control and does it follow best practices? How does the organizational structure compare to other governmental units of similar size?

Staffing Levels: Is the staffing level adequate to maintain the service levels expected by our citizens and anticipated in the approved budget document? Are staffing levels adequate within each classification (i.e. laborers, technicians, professional, supervisory, management, etc.)? Is the current staff turnover levels appropriate for the department and how do these compare with other governmental units of similar size?

Staff Qualifications: Are the staff members, including management, supervisory, office and operations staff qualified to carry out their duties as well as the City's policies and procedures? Do managers, supervisors and operations staff have the necessary education, licenses and professional certifications to perform their duties? Do managers, supervisors and operations staff have the necessary experience and knowledge to perform their duties? Is the overall experience level of staff adequate? Are there adequate growth opportunities in place for all staff including promotions and management opportunities and are these available to all staff on an equal basis? Is training of staff (both short-term and long-term) adequate for the required duties and is the opportunity for training available to all staff on an equal basis?

Management of Staff: Do managers and supervisors demonstrate strong leadership? Do they possess the soft skills required to be effective leaders? Do they have credibility and the confidence

of subordinates? Do they have credibility and the confidence of their peers and City leadership? Do managers and supervisors clearly communicate the City's and department's goals and objectives? Are these goals and objectives incorporated into daily tasks and action plans? Do managers and supervisors hold their subordinates accountable for meeting established goals, objectives and expectations? Do managers and supervisors hold themselves accountable for meeting the needs of their staff? Do managers and supervisors lead by example? Do managers and supervisors empower their staff to make decisions, be creative, make mistakes, learn from those mistakes and take reasonable risks in order to improve efficiencies and service to our customers? Do managers and supervisors encourage staff to work as a team where every member is valued and invited to fully participate? Do managers and supervisors encourage change management throughout the department? Do managers and supervisors consistently apply rules, regulations and policies? Do they provide consistent coaching, counseling and feedback to subordinates? Do they provide fair and equal access to training and growth opportunities? Is staff operating in accordance with existing rules, regulations and policies? Are work schedules established to accomplish the goals and objectives of the department in the most efficient and effective manner? Are staff responsibilities determined in such a way as to reduce duplication of effort, both within the department and with other City departments? Is the distribution of assignments the most equitable and efficient? Does the department have a succession plan in place for management, supervisory and operational staff and does this plan include empowerment and/or training of current staff for these future roles? Is there a plan to develop staff expertise to allow for reduction of consultant needs within the department?

Policies and Procedures: Are the City's (including departmental) policies and procedures as applied by the department adequate to provide for efficient and effective operations of the department? Are industry best practices being utilized by the department? Are departmental projects, including the use of consultants, being managed appropriately and efficiently? Is the department's use of consultants including the number of consultants, consultant projects and management of consultant projects consistent with industry best practices and how do these compare with other governmental units of similar size? Does the department utilize a team project approach in addressing issues with consultants, contractors and staff to determine the best solutions and if not should this type of process be implemented? Is this team approach concept industry best practice? Is the department's operating and/or CIP budget adequate for it to accomplish its mission?

Customer Service: Has the management team established and communicated clearly the customer care standards that are expected from the employees? Does the department train employees in customer care and standards expected of them as part of their onboarding? Are there refresher sessions periodically for all employees who have an impact on customer care? Is the department doing all it can to provide good standards of *employee care*? Do employees currently appreciate the importance of *'internal customer care'*? Are *all* employees given the opportunity to put forward practical suggestions how to improve customer care? Are customer satisfaction levels measured on a regular basis with feedback from typical customers? Is action taken, where possible, on customer suggestions/common complaints? Are employees kept informed about customer satisfaction and action being taken to improve it? Are employees who provide *'that little bit extra'* for excellent customer care rewarded? Are employees given feedback on their performance and coached how to improve? Do managers have regular opportunities to experience customer-facing roles? Is there an effort to continuously seek ideas how to improve customer care? Are employees recruited partly on the basis of their attitude towards customers or skills in customer care? Are successes with customers celebrated and communicated to all employees? Are our system/ideas built around what is most likely to satisfy the customer, (or what is easiest for us?)

Safety of Staff: Are there adequate safeguards for staff on the job in all areas of the department? Is there an established on-the-job safety training program and is this program effective? Is the current safety program adequate, and how does it compare to industry best practices and with other governmental units of similar size?

Equipment and Technology: Does the department effectively and proactively utilize technology to improve services and control costs? Does the department effectively maintain and utilize their equipment and plant facilities? Does the department have adequate technology and experience to assess the condition of the drainage, sidewalks, roadways and traffic signal systems? Is the current technology utilized appropriate for the department, and how does it compare with other governmental units of similar size?

In addition to the above, the following are specific areas to be addressed with this study:

- **Communication:**
Evaluate the availability and utilization of communication tools, including but not limited to St. Pete Stats, to provide project status information. Could project status information be readily available to elected officials without having to reach out to department staff? Evaluate the communication between the department and elected officials; could it be improved?
- **Budget:**
Evaluate how the department's budget is allocated, is their budget managed in the most efficient way to optimize results? Evaluate funding mechanisms and determine optimal mix of funding mechanisms.
- **Environment:**
Evaluate the department's commitment to environmental stewardship and commitment to ISAP plan (Integrated Sustainability Action Plan). Are decisions made in an environmentally responsible way; is the environment put first when deciding what chemicals to use? Evaluate the department's commitment to integrate the natural environment and the built environment. Is the department working with Parks and Recreation, Water Resources and other departments, to build a natural infrastructure, including but not limited to bioswales. Evaluate the impact of the department's activity on the environment, including but not limited to the quality of the water running off the streets into the bay. Evaluate the condition of the lakes throughout the City.
- **Services:**
Are issues approached tactically? Evaluate the department's response to issues reported via SeeClickFix; is there a more streamlined way to fix problems, could there be less work orders associated with each reported issue? Are reported issues fixed within reasonable time? Are residents directed for assistance to the appropriate department, or are they bounced between multiple departments? Evaluate the coordination of services: are maintenance services (medians, lakes, easements, street cleaning) provided at the same level and frequency throughout all areas of the City? Are these services provided at the necessary frequency?
- **Sidewalks:**
Evaluate the sidewalk system and the related prioritization process. Is the communication between the department and elected officials adequate to provide for clear understanding of priorities and expectations within districts? Evaluate the current budget for sidewalk construction and repairs, and recommend what it would take to appropriately budget for sidewalks? Are current departmental procedures adequate and industry best practices

followed related to sidewalks and backlogs? Are sidewalk projects scheduled, addressed and manned to keep up with demand within the appropriate timeframe? How could that process be streamlined? Is there a process in place for residents to apply and get on a waiting list for sidewalk installation/repairs?

SPTO Confidential Employee Survey

Contractor shall conduct a confidential survey of SPTO employees to ascertain their attitude regarding the management and working environment in the department (including employee morale). The survey conducted should meet the following criteria:

- It will be based on a 100% sample of the employees in the department, with survey responses to be confidential.
- Survey responses are to be analyzed by several demographic groupings, to include at a minimum, race, gender, organizational unit (division, section), organizational level, employee function (field worker, office worker, supervisor, etc.) and tenure with the department and organization.
- Areas of interest to be surveyed will include, but not be limited to employee attitude with regard to supervision, upper management, working and safety conditions, interpersonal relationships with other employees, discrimination, racial equity, equal opportunity for training, equal opportunity for advancement, satisfaction with communication up and down the organizational hierarchy (do they feel their voice is heard and do they feel as they are valued members of a team), satisfaction with resources needed to do the job, overall happiness, evaluation of how the Covid-19 situation was handled and what could have been done differently by management and other factors identified as important issues through interviews with department management, supervisors and a sample of employees.
- A methodology to administer the survey to employees with limited reading and writing skills must be included.

The Contractor will be responsible for:

- Conducting preliminary research and interviews to determine the appropriate topics to survey.
- Designing and preparing the survey instrument.
- Disseminating surveys and collecting completed surveys.
- Performing data analysis of the surveys returned and reporting survey results by demographic groupings.
- Where appropriate, making recommendations for organizational changes or programs based upon survey findings.

The survey instrument developed shall become the property of the City of St. Petersburg and may be used by the City to conduct future surveys at the City's discretion. The City reserves the right to modify, alter, or revise the survey as it deems appropriate.

SPTO Department Level Of Service Study

Contractor shall conduct a Stormwater Maintenance Level Of Service (LOS) study to develop options and associated costs for each proposed LOS for the City. The study conducted should meet the following criteria:

- Document current LOS activities (through data review, observation, surveys, interviews).

- Survey similar jurisdictions to identify important comparable characteristics in the maintenance of a public stormwater management system.
- Survey internal/external stakeholders and the public to collect focused feedback on the current stormwater maintenance LOS and community expectations for stormwater management system maintenance.
- Based on the above, develop and present (4) levels of service options with incremental and total costs to provide the services and include rate impacts for each of the options.

The Contractor will be responsible for:

- Conducting preliminary research and interviews to determine the appropriate characteristics to document and compare.
- Having a good understanding of the department's current activities.
- Defining the stakeholders.
- Evaluating current LOS and survey results.
- Where appropriate, making LOS recommendations based upon study findings.

The study shall become the property of the City of St. Petersburg and may be used by the City to conduct future studies at the City's discretion. The City reserves the right to modify, alter, or revise the study as it deems appropriate.

Report

Contractor shall provide twenty (20) hard copies and one (1) digital copy in PDF format on a USB flash drive of its management evaluation report to the City within 180 days after the effective date of this Agreement. The report shall show findings and recommendations, including an executive summary, related data tables, charts, graphs and other statistical analysis or supporting documentation. Contractor shall be required to make a minimum of two oral presentations of its findings and recommendations to the Budget, Finance & Taxation (BF&T) Committee and City Council.

Appendix B
 Fee Schedule
 Management Evaluation - SPTO

Contractor shall invoice the City based on the % of completion by the contract tasks and after confirmation by the City's project manager will be processed for payment as follows:

St. Petersburg Stormwater, Pavement & Traffic Operations Department		
Task No.	Task Description	Task Amount
Phase A. Management Evaluation		
Task 1	Project Initiation	\$ 9,327
Task 2	Examination of Services and Field Review	\$ 31,091
Task 3	Evaluate Opportunities for Improvement	\$ 18,655
Task 4	Document and Present Findings	\$ 24,873
Task 5	Document and Present Draft Recommendations	\$ 21,320
Task 6	Prepare Final Report	\$ 18,211
Task 7	Monthly Status And Quality Control	\$ 4,886
Phase B. Alternative Tasks		
Task 8	Alternative Task 1- Confidential Employee Survey	\$ 16,434
Task 9	Alternative Task 2- Department Level of Service Study	\$ 18,655
Total Cost		\$ 163,452

Appendix C
 Project Schedule
 Management Evaluation - SPTO

<i>St. Petersburg SPTO Department</i>		MONTHS					
Task No.	Task Description	1	2	3	4	5	6
Phase A. Management Evaluation							
Task 1	Project Initiation	█					
Task 2	Examination of Services and Field Review	█	█				
Task 3	Evaluate Opportunities for Improvement		█				
Task 4	Document and Present Findings			█			
Task 5	Document and Present Draft Recommendations				█		
Task 6	Prepare Final Report				█	█	█
Task 7	Monthly Status And Quality Control	█	█	█	█	█	█
Phase B. Alternative Tasks							
Task 8	Alternative Task 1- Confidential Employee Survey		█	█			
Task 9	Alternative Task 2- Department Level of Service Study				█	█	█

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO L.A. CONSULTING, INC. TO PROVIDE A MANAGEMENT EVALUATION STUDY OF THE STORMWATER, PAVEMENT AND TRAFFIC OPERATIONS DEPARTMENT IN THE AMOUNT OF \$163,452; APPROVING A TRANSFER IN THE AMOUNT OF \$13,452 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE CITY COUNCIL DEPARTMENT, CITY COUNCIL DIVISION (010-1001), TO PROVIDE ADDITIONAL FUNDING FOR THE MANAGEMENT EVALUATION STUDY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Charter Section 4.05 (b)(1) states in part that “City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the city, or any portion thereof, under the direction of City Council. At least once every two years the City Council shall discuss and make a decision as to whether or not any such an audit is needed. The management evaluation and all reports and recommendations shall be directed to the Council.”; and

WHEREAS, in accordance with the above referenced section of the City Charter, City Council is requesting a study to evaluate the efficiency and effectiveness of the operations of the Stormwater, Pavement and Traffic Operations Department (“SPTO”) and to form an opinion and report on the SPTO’s operations, make recommendations, and detail appropriate modifications to enhance efficiency; and

WHEREAS, the Procurement & Supply Management Department issued RFP No. 7882 on October 28, 2020 for a management evaluation study of the STPO; and

WHEREAS, on December 3, 2020, the Procurement and Supply Management Department in conjunction with the Budget, Finance and Taxation subcommittee (“BF&T”) of City Council received two (2) proposals in response to the RFP; and

WHEREAS, on January 28, 2021, BF&T evaluated the two (2) proposals from L.A. Consulting, Inc. (“L.A. Consulting”) and Stantec Consulting Services, Inc. and determined that the proposal from L.A. Consulting to provide a management evaluation study of the SPTO would be the most advantageous to the City; and

WHEREAS, L.A. Consulting has met the specifications, terms and conditions of RFP No. 7882; and

WHEREAS, a transfer in the amount of \$13,452 from the balance of the General Fund Contingency (0001) to City Council Department, City Council Division (010-1001) is necessary to provide additional funding for the management evaluation study of the SPTO; and

WHEREAS, the Procurement & Supply Management Department and BF&T recommend approval of the agreement with L.A. Consulting.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of an agreement to L.A. Consulting, Inc. to provide a management evaluation study of the Stormwater, Pavement and Traffic Operations Department in the amount of \$163,452 is hereby approved.

BE IT FURTHER RESOLVED that there is hereby approved from the previously appropriated balance of the General Fund Contingency (0001), the following transfer for FY2021:

<u>General Fund Contingency (0001)</u>	
City Council Department, City Council Division (010-1001)	\$13,452


BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

/s/ Sharon Michniewicz
Legal Department (Designee)
00557939

E Makofske
Budget Director

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					100779
Name:	Pocengal, Nicholas W	Request Date:	30-MAR-2021	Status:	APPROVED

Authorization Request	
Subject:	Mgmt Eval of SPTO Dept., April 15 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Management Evaluation of Stormwater, Pavement & Traffic Ops Dept, scheduled to go before City Council on April 15, 2021. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	918-06 Management Evaluation of Stormwater Traffic April 15 2021 - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	30-MAR-2021	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	30-MAR-2021	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	30-MAR-2021	User Defined