

**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION  
**FROM:** CITY ATTORNEY'S OFFICE  
**DATE:** December 5, 2022  
**RE:** **Agreement with Bolton Partners, Inc. for Compensation Consulting Services**

Attached hereto for your consideration is a proposed Agreement with Bolton Partners, Inc. to provide the City with compensation consulting services to ensure the City is paying a fair market rate to all its non-bargaining unit (non-labor union) employees based on their respective duties and responsibilities. On August 15, 2022, the City issued Request for Proposal #2269A (RFP) seeking qualified and experienced compensation consultants to provide a wage and benefits study for all non-bargaining unit City personnel. The City received four (4) responses to the RFP from the following consultants:

	<u>Location</u>	<u>Cost</u>
• Bolton Partners, Inc.	Cincinnati, OH	\$89,000
• Cody and Associates, Inc.	Cocoa Beach, FL	\$48,000
• Gallagher Benefit Services, Inc.	Brentwood, TN	\$80,200
• Management Advisory Group International, Inc.	Fairfax, VA	\$125,400

A committee comprised of thirteen (13) selection committee members representing the various City departments selected Bolton Partners, Inc. as the most responsive responsible consultant capable of meeting the City's requirements. While Bolton Partners, Inc. did not submit the lowest cost proposal, it has committed to expand the scope of job classifications from ninety (90) to all of the City's job classifications (excluding bargaining unit positions) as well as provide benefits/retirement benchmarking for the same proposed cost. Upon evaluation of the other lower cost proposals submitted, the selection committee determined that Cody and Associates, Inc. lacked the detail and breadth of experience necessary for the size and complexity of the City's departmental units, while Gallagher Benefits Services, Inc., was unable to provide the flexibility necessary to address both the City's General Fund and Enterprise Fund benchmarking that was deemed necessary to the compensation study.

Pursuant to the Agreement Bolton Partners, Inc. will provide a one-time wage study for all non-labor union City positions, as well as a benefits comparison, in order to ensure the City remains competitive in the market to hire and retain a high performing workforce. The Agreement will be effective upon approval by the City Commission and continue for a period of nine (9) months and contains one

(1) additional renewal option for a period of six (6) months upon mutual written agreement of the parties. The total cost of the services will be \$89,000, which is included in the Human Resources' departmental budget for FY2023.

It is recommended that the City Commission approve this Agreement for compensation consulting services with Bolton Partners, Inc. and authorize the appropriate City officials to execute the Agreement and all corresponding documents.

Attachment

**AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 5th day of December 2022, by and between the **City of Lakeland, Florida**, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and **Bolton Partners, Inc.**, located at 8044 Montgomery Road, Suite 700, Cincinnati, Ohio 45236, hereinafter referred to as the "Contractor".

**WITNESSETH:**

**WHEREAS**, City has previously determined that it has a need for classification and compensation consulting services; and

**WHEREAS**, City issued a Request for Proposal (RFP) for such services pursuant to City of Lakeland RFP No. 2269A (hereinafter RFP); and

**WHEREAS**, City awarded the Proposal to Contractor; and

**WHEREAS**, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with classification and compensation consulting services, as requested and more specifically outlined in the RFP, this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the RFP.
3. Term of Agreement/Option of Renewal. This Agreement shall commence on December 5, 2022 (the "Effective Date") and continue for a period of nine (9) months and any extension thereof, unless otherwise terminated or cancelled as provided herein. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to one (1) additional six (6) month period beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and written approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a proposal to a contractor which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or

other consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the RFP and as more specifically set forth in the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit "A"**, an amount of Eighty-Nine Thousand and 00/100 dollars (\$89,000.00). Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 1**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to

this Agreement.

**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: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall 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. Contractor shall, 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 services pursuant to the contract. 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.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including reasonable attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for classification and compensation services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland RFP No. 2269 and all of its addenda and attachments, including **Exhibit "A"** the Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in **Exhibit "C"**; and
- d. Contractor's Proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the

conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

Bolton Partners, Inc.  
8044 Montgomery Road, Suite 700  
Cincinnati, OH 45236  
As to City:

City of Lakeland:

City of Lakeland Department of Human Resources  
228 S. Massachusetts Ave.  
Lakeland, FL 33801

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement for classification and compensation services pursuant to RFP No. 2269A as of the day and year first written above.



CITY OF LAKELAND, FLORIDA

BOLTON PARTNERS, INC.

\_\_\_\_\_  
H. William Mutz, Mayor

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Palmer C. Davis, City Attorney

## **Exhibit “A” – Scope of Services**

### **Classification and Compensation Project Scope**

Consultant shall provide Salary Survey Consulting Services (“Services”) for the City for all non bargaining unit positions to include the following scope of services:

- i. Conduct interviews, as necessary, with City Manager, Human Resources personnel, and Departmental Leaders for the purpose of clarifying and determining project scope, and identification of benchmark positions. Listing of the benchmark public sector agencies to be utilized in the study shall be subject to review and approval by the project sponsor and/or executive team prior to the initiation of the work.
- ii. Submit a detailed project plan with defined targets for completion (completion date should be no later than five (5) months from date of award) of all tasks for the classification and compensation study.
- iii. If deemed the appropriate method, prepare/provide a job analysis questionnaire for City management approval. The City would facilitate its distribution and completion.
- iv. Conduct a job audit of the determined City of Lakeland job classifications to:
  - a. Conduct a general task analysis by department
  - b. Review and refine job classifications/titles to:
    - i. Accurately represent the duties and responsibilities
    - ii. Recommend naming convention, which defines consistent levels of responsibility across the organization
    - iii. Ensure marketability in both public and private industries
    - iv. Recommend updates, enhancements as needed, including requirements of education, experience, knowledge, skills, and abilities.
  - c. Provide Guidance on job leveling for career ladder positions
- v. Conduct a salary study of all determined City of Lakeland job classifications to:
  - a. Develop and conduct an external compensation survey comparing City of Lakeland positions with other local government sector entities to identify the City’s competitive position in the regional labor market. (This compensation survey shall include the actual salaries and relevant pay ranges.)
  - b. Evaluate current pay plan structure (i.e., number of pay grades, including additions, deletions, and/or consolidations, appropriateness of pay range spread from salary minimum to maximum).
  - c. Recommend a pay classification system, including but not limited to, a comprehensive pay range system with detailed minimum, midpoint, and maximum salary ranges that can be utilized by City staff after completion of the project.
  - d. Review current pay practices and make recommendation on appropriate pay practice and implementation plan.
  - e. Review current pay polices for employees and recommend competitive pay policies with the local public market. (i.e., shift differential, alternate rate of pay, promotional pay, on call pay, special assignment, etc.)
- vi. Complete a market total compensation benchmarking to include both pay and benefits.
  - a. Provide a comparison of health benefits
  - b. Provide a comparison of retirement benefits
- vii. Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, including recommendations and guidelines related to:
  - a. How employees move through the system because of transfers, promotions, or demotions
  - b. How to pay employees whose base pay has reached the maximum of their pay range

- c. How often to adjust pay scales and when to survey the market
  - d. Timing and implementation
  - e. How to keep the system fair and competitive over time
  - f. How to incorporate increasing State of Florida Minimum Wage beginning September 30, 2023, adjusting annually each year on September 30th through 2026.
- viii. Provide methodology for evaluating the classification of positions/jobs on an ongoing basis and maintaining and updating the proposed new/modified compensation system. Train Human Resources personnel in the administration of the proposed new/modified classification system.
  - ix. Submit a detailed outline of the task and a timeline for completion (completion date should be no later than five (5) months from date of award) of all tasks for the compensation and classification study.
  - x. To Ensure proper communication throughout the project through:
    - a. Weekly updates to the Human Resources Director via email and/or telephone
    - b. Written bi-weekly progress reports to the City Project Sponsor and Project Lead for distribution to the City Manager's Office and key stakeholders.
    - c. Monthly (virtually or in person) meetings with the Project Sponsor and Project Lead to discuss progress to date, project timelines, feedback, and any other concerns/recommendations.
    - d. Submit status reports on the completion of the classification and compensation study every four (4) weeks then bi-weekly the last sixty (60) days.
    - e. The consultant may be required to make a presentation to staff, the city's senior leadership team and/or the City Commission.
  - xi. Assist in the development of a strategic plan to implement study recommendations, including financial impact (if any), over one (1) or more fiscal years, and alternative strategies as necessary.
  - xii. A final written report must be submitted at the close of the project that should include at minimum the research performed, methodology, compensation philosophy, findings and recommendations, policy updates based on recommendations, proposed pay plan, and implementation cost projection.

# **INSURANCE REQUIREMENTS**

## **Employee Wage and Total Compensation Study**

### **STATEMENT OF PURPOSE**

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

### **CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

### **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

### **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

## **INSURANCE – BASIC COVERAGES REQUIRED (cont'd)**

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

### **The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
----------------------------------------------	-----------------------------------------------------

**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
----------------------------------------------	-----------------------------------------------------

**Workers' Compensation:** Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

**Professional Liability/Malpractice/Errors or Omissions Insurance:** The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

**The liability limits shall not be less than: \$1,000,000**

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.



**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Bolton Partners, Inc.  
Name of Organization  
**BY:** [Signature]  
Signature of Owner or Officer  
E-mail: marketing@boltonusa.com

STATE OF: Maryland  
COUNTY OF: Baltimore

(410) 547-0500  
Organization Phone Number

The foregoing instrument was acknowledged before me, by means of physical presence this 22 day of November, 2022.

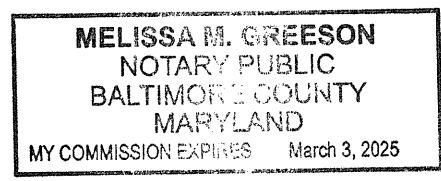
by James E. Downing Sr., of Bolton Partners Inc.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Driver's License Number

identification, and did \_\_\_\_\_ (did not) take an oath.

[Signature]  
Signature of Person Taking Acknowledgment

Melissa M. Greeson  
Printed Name of Person Taking Acknowledgment



\_\_\_\_\_  
Notary Seal

**CITY OF LAKELAND**

**BY:** \_\_\_\_\_  
Joyce Dias, Risk Management & Purchasing Director

**DATE** \_\_\_\_\_



**Appendix 1**  
City of Lakeland  
Consultant Expense Reimbursement Policy  
Revised 6/18/2018

General

This policy governs all eligible reimbursement expenses paid to consultants hired by City Departments under professional service contracts. All reimbursable expenses must adhere to the following provisions and be verified and approved by the appropriate department head, or their designated representative administering the professional contract. An exhibit to each contract or agreement must be accepted by each professional services consultant prior to the agreement being considered fully executed. All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City.

Consultant Contract Provisions

1. Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.)
2. Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:
  - Car Rental – Limited to mid-size vehicles or smaller.
  - Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling.
  - Use of private automobile for administration of project related requirements may be reimbursed at the current IRS mileage reimbursement rate. ([www.irs.gov](http://www.irs.gov))
  - Local hotel accommodations will be reimbursed at a rate not-to-exceed the GSA lodging rate for Tampa, Florida per night plus sales tax. ([www.gsa.gov](http://www.gsa.gov)) Incidentals related to the hotel stay will not be reimbursed.
  - Meal expenses will be reimbursed at a rate not-to-exceed the GSA M&IE rate for Tampa, Florida. A maximum of 15% gratuity on meals will be allowed.
  - No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment.
  - No reimbursement will be provided for personal expenses of any nature.
  - When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation

All consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the consultant on issues related to reimbursable costs or back-up documentation. It will be the responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers' Office for variances to the policy.

Prior to payment of invoices, the following will be required:

1. Verification that invoice references the correct professional service contract.
2. Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed.
3. Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost.
4. All reimbursable expenses must be submitted with receipts documenting expenses.
5. Verify all expense calculations are correct.

Variance Approval

All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.