

Planning & Place-Making (PPM) Grant Pilot Program

A copy of the Planning & Place-Making (PPM) Grant Pilot Program application may be downloaded from the Forward Pinellas website at www.forwardpinellas.org. This application must be completed and submitted to Forward Pinellas via email to rschatman@forwardpinellas.org by 5:00 p.m. on December 16, 2017 in order for the project to be considered for funding.

Instructions: Provide the information requested below.

PART ONE: PROJECT SUMMARY	
Project Title:	Downtown Palm Harbor Alternative Regulating Plan
Project Description: Briefly describe the project, location, scope of work, and activities to be funded by the PPM grant.	<p>Building on the results of an updated historic survey and retail market study for Downtown Palm Harbor, Planning Staff would like to draft form-based regulations as an alternative regulating plan that would initially run parallel to the existing Old Palm Harbor (OPH-D) zoning requirements. These regulations would allow Staff to promote a complete planning approach, recognizing the interrelationship of land use, mobility, and community character.</p> <p>Palm Harbor is located in the north unincorporated Pinellas County, south of Tarpon Springs, and north of Dunedin. Downtown Palm Harbor is centered along Florida Avenue between US Alternate 19 (Alt 19) to the west and Omaha Street to the east, and is bounded by Indiana Avenue to the north and Michigan Avenue to the south. A small portion of the downtown area extends west across Alt 19 along Florida Avenue. The mixed-use center is concentrated east of Alt 19; while the western, more residential portion connects to the Pinellas Trail and abuts Pop Stansell Park and the harbor. (See Attachment 4 - Map 1, Project Location.) Downtown Palm Harbor is subject to the OPH-D zoning district, and is designated as a local historic district. (See Attachment 4 - Map 2, Old Palm Harbor Downtown Districts.) This project location is an established activity center in the Countywide Plan. (See Attachment 4 - Map 3 – Downtown Palm Harbor Activity Center.)</p> <p>The County Planning Department is in the process of investing approximately \$91,000 in a retail market study (\$31,000) and an updated historic survey of the downtown area (approximately \$60,000). The findings of these studies, in addition to other analyses being undertaken by the County, will inform the specific standards that will be part of new form-based regulations for the downtown. This grant is being sought by the County to fund the drafting of these regulations.</p>
PPM Funds Requested:	\$50,000
Local Matching Funds (if any):	\$91,000
Total Project Cost: (PPM Funds + Local Matching Funds)	\$141,000
Local Government:	Pinellas County

Project Manager:	Rebecca Stonefield
Title:	Principal Planner
Street Address:	310 Court Street, 1 st Floor
City, State, and ZIP Code:	Clearwater, Florida 33756
Phone:	727-464-5169
Email:	rstonefield@pinellascounty.org
Partner Agency (if any):	Not Applicable
Project Manager:	
Title:	

PART TWO: PROJECT ELIGIBILITY AND EVALUATION CRITERIA

The following information is required to evaluate your application based on the criteria and standards outlined in the PPM Grant Pilot Program Guidelines.

I. PROJECT ELIGIBILITY SCREENING CRITERIA

A. Application Authorization

Attach a copy of the resolution or letter signed by the Mayor or Chairperson of the elected body authorizing submittal of the application, directing the city manager/county administrator/chief administrative officer to assign staff resources to the project, and committing any matching funds to the project. See Exhibit 4 of the PPM Grant Pilot Program Guidelines for a copy of a sample resolution.

B. Funding Eligibility

Pinellas County local governments are the only eligible recipients of these funds. Non-profit and community-based organizations may be partners with local governments but cannot directly apply for funding. Grant recipients will be required to execute an interlocal agreement with Forward Pinellas in order to receive reimbursement of eligible expenses. Contact Rodney Chatman, AICP at 727-464-8250 or rschatman@forwardpinellas.org if you have questions.

II. PROJECT EVALUATION CRITERIA

A. Project Description - Provide a detailed description of the project, the land use and/or transportation challenges that it is intended to address, how it will address those challenges, and how the project relates to the Planning & Urban Design Principles of the Countywide Plan. This section should also discuss the project's history, including a description of any previously completed components, as well as any relationship to

improving resiliency and/or sustainability within the community. The applicant may use this section to place the project in a broader context of other initiatives being pursued by the local government.

Project Description (*one page maximum*):

In 2001, Pinellas County adopted a Master Plan for Downtown Palm Harbor. As over 15 years have passed since initial adoption, in late 2016 Planning Staff launched a community engagement process to identify existing Master Plan issues that may not have been fully addressed, and identify new areas of concern. Staff held a series of focus group and community-wide meetings to determine the current needs of the Downtown Palm Harbor area. Resulting from these meetings and online surveys, 11 recommendations for improvement in the downtown area were developed. **(See Attachment 1 – Downtown Palm Harbor Recommendations.)** These recommendations address issues related to connectivity and mobility, economic development, community character, the pedestrian experience, and social interaction.

Downtown Palm Harbor has the benefit of being patterned around an urban grid with a defined sidewalk network and opportunities for mixed-use development. While much of the foundation for a thriving downtown has been established, the community has identified key issues that have limited the area's ability to grow further. As part of a historic district, the downtown is subject to meeting the standards of the Old Palm Harbor Design Review Manual. The application of these requirements is often confusing, and the process of approval is time consuming. The Planning Department is in the process of contracting for an update to the historic survey for the downtown, which will further inform how to appropriately update this Review Manual and streamline the approval process. The community also suggested that there are limitations to expanding existing businesses within the downtown or accommodating new businesses who would like to locate there. It is believed that restraining factors are the smaller lot sizes, limiting allowable floor area ratio (FAR) and building height. The Planning Department has contracted with a consultant to perform a retail market study. The results of this study will indicate the ability for the community to expand retail in the downtown under current conditions and assuming additional density. Other recommendations identified in the community engagement process address the pedestrian experience; creative parking solutions; additional opportunities for open space and social interaction; and the ability to brand and market the downtown.

Addressing these concerns and building on the results of the updated historic survey and retail market study, Planning Staff would like to draft form-based regulations as an alternative regulating plan that would run parallel to the existing OPH-D zoning requirements. Property owners would be provided the option to either develop under the current, Euclidean-type zoning regulations, or pursue a more streamlined, predictable form-based approach to their projects. As the form-based regulations are implemented and improved, there is the potential to phase out the original OPH-D, leaving solely the form-based regulations. At this time, form-based regulations would simply be provided as an alternative regulatory framework.

Form-based regulations for Downtown Palm Harbor would enhance the existing connected, gridded development pattern and promote the appropriate scale, density and intensity for this mixed-use center. It would also more clearly define the appropriate transition between the downtown and the adjacent residential community. A key strength of form-based regulations is the attention to the public realm, or the pedestrian experience along the streetscape, while addressing the needs for all users of the street.

The regulations would allow Staff to promote a complete planning approach, recognizing the interrelationship of land use, mobility, and community character. It would improve the opportunity for meeting the needs of the business community, while enhancing the area's sense-of-place for residents and visitors.

B. Project Location - Provide a map or map series of the project area that identifies the geographic location where the work will be performed. The map or map series should also include any relevant information (i.e., location of existing or planned Activity Centers or Multimodal Corridors, significant destinations in the area, existing or future land development projects or significant transit, roadway, and/or bicycle and pedestrian facilities) that will have an impact on the project.

C. Project Partners - Provide a description of any partner agencies or organizations that will be part of the project team. Include an overview of the agency or organization and what role they will play in the completion of the project.

Project Partners:

Not applicable

D. Project Schedule & Budget - Include a brief narrative of the project schedule in the space below including an overall timeline that identifies all major project milestones. The narrative should also include a description of any matching funds and a brief explanation of all budgetary expenditures.

Project Schedule & Budget:

The retail market study (\$31,000) kicked off in November 2017 and will be completed in February 2018. The Planning Department is in the process of drafting a scope with a potential consultant for the updated historic survey (approx. \$60,000). It is anticipated that the survey will be completed by March 2018. The Planning Department will seek the assistance of a consultant on the drafting of form-based regulations by summer 2018.

See Attachment 3, Documentation of Matching Funds

III. REQUIRED & SUPPORTING MATERIALS

The following is a checklist of required and supporting materials for the Planning & Place-Making (PPM) Grant Pilot Program application:

- X Completed application form
- X Resolution or letter authorizing the application (**See Attachment 2**)
- X Documentation of the commitment of other matching funding (**See Attachment 3**)
- X Map or map series showing the project location and any other relevant information

(See Attachment 4)

X Letter(s) of support from any community groups, agencies or organizations is recommended but not required (optional) **(See Attachment 5)**

X Aerial photographs or other photographs depicting existing conditions (optional)
(See Attachment 6)

Please ensure all graphic materials are legible.

ATTACHMENT 1:
DOWNTOWN PALM HARBOR RECOMMENDATIONS

1. Create a volunteer representative advisory group that can act in an advisory capacity to assist in the review of proposed Master Plan revisions and in the implementation of projects for the Downtown Palm Harbor Master Plan.
2. Pursue a roundabout at the intersection of Alternate US 19 and Florida Avenue as the preferred crossing solution for pedestrians, cyclists and automobiles, in order to more safely connect the core area of Downtown Palm Harbor to the Pinellas Trail, Pop Stansell Park and the harbor.
3. Address gaps in sidewalk connections within the greater Downtown Palm Harbor area in order to improve walkability and further support Downtown businesses and events.
4. Explore the use of golf carts as an alternative means of transportation between Downtown Palm Harbor and adjacent residential neighborhoods.
5. Explore solutions to address parking issues in Downtown Palm Harbor considering both daily parking needs as well as parking needs for larger community events.
6. Review the [historic] design guidelines applicable to Downtown Palm Harbor in order to continue the protection of the area's historic heritage, while clarifying the guidelines and streamlining the review process.
7. Explore opportunities to improve the pedestrian experience in the downtown with additional amenities, such as: lighting; landscaping; wayfinding signage; benches; and bike racks.
8. Determine the need for additional retail in Downtown Palm Harbor and identify factors that may limit the opportunities for retail uses.
9. Identify opportunities for outdoor active open spaces that support family activities and community events.
10. Building on the defined identity for the area, create a brand for Downtown Palm Harbor, including a logo and concise tagline, to promote area businesses and community events, as well as civic pride in Downtown Palm Harbor.
11. Pursue marketing opportunities and partnerships (e.g., business organizations; civic organizations; county; etc.) to promote Downtown Palm Harbor.

ATTACHMENT 2:
Letter Authorizing Application

**BOARD OF COUNTY
COMMISSIONERS**

Dave Eggers
Pat Gerard
Charlie Justice
Janet C. Long
John Morroni
Karen Williams Seel
Kenneth T. Weich



December 1, 2017

Forward Pinellas has made a Planning & Placemaking grant up to \$50,000 available for Pinellas County and local governments. The intent of the grant is to assist local governments in their efforts to maintain and/or strengthen their community character, and establish or reinforce a sense-of-place. Projects should be innovative; link transportation and land use; and/or be part of a community's revitalization efforts.

In 2001, Pinellas County adopted a Master Plan for Downtown Palm Harbor. In late 2016 Planning Staff launched a community engagement process to identify existing Master Plan issues that may not have been fully addressed, and to identify new areas of concern. Staff held a series of focus group and community-wide meetings to determine the current needs of the Downtown Palm Harbor area. Resulting from these meetings and online surveys, 11 recommendations for improvement in the downtown area were developed. These recommendations address issues related to connectivity and mobility, economic development, community character, the pedestrian experience, and social interaction.

Addressing these concerns and building on the results of an upcoming updated historic survey and retail market study, Planning Staff would like to draft form-based regulations as an alternative regulating plan that would run parallel to the existing Old Palm Harbor (OPH-D) zoning requirements. Property owners would be provided the option to either develop under the current, Euclidean-type zoning regulations, or pursue a more streamlined, predictable form-based approach to their projects. As the form-based regulations are implemented and improved, there is the potential to phase out the original OPH-D, leaving solely the form-based regulations. Initially, form-based regulations would simply be provided as an alternative regulatory framework.

These alternative regulations would allow Staff to promote a complete planning approach, recognizing the interrelationship of land use, mobility, and community character. It would improve the opportunity for meeting the needs of the business community, while enhancing the area's sense-of-place for residents and visitors.

This letter authorizes the filing of an application for grant funds through the Forward Pinellas Planning & Place-Making Grant Pilot Program.




Janet C. Long, Chair
Pinellas County, Board of County Commissioners

ATTEST: KEN BURKE, CLERK
By: 
Deputy Clerk

Pinellas County Planning
310 Court St.
Clearwater, FL 33756
Main Office: (727) 464-8210
FAX: (727) 464-8201
V/TDD: (727) 464-4062

www.pinellascounty.org



ATTACHMENT 3:
Documentation of the Commitment of Other Matching Funds

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 1st day of November, 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Kimley-Horn and Associates, Inc. ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County is in the process of working with the Downtown Palm Harbor community to address current needs and potential updates to the Downtown Historic Palm Harbor Master Plan; and

WHEREAS, the County seeks to gain a better understanding of the existing retail market and the potential to support additional retail in Downtown Palm Harbor; and

WHEREAS, based upon the procurement for professional planning consultant services conducted by Forward Pinellas, Contractor was determined to be qualified and agreed to provide services including the scope of the project described herein, and County therefore intends to engage Contractor for this project; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage,

computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Administrator, Renea Vincent, Director of Planning, or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box):

☒ the Effective Date; or

☐ _____, 201____,

and shall remain in full force and for six (6) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension. (Select appropriate box.)

☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

☒ The Parties may extend the term of this Agreement for one (1) additional one (1) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of Thirty-One Thousand and No/100 Dollars \$31,000, for Services completed and accepted as provided in Section 15 herein if applicable, payable

☒ the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses. (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

☐ The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by_____.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

☐ as provided in Exhibit _____ attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Schedule

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Contractor does not control.

Notwithstanding any other provision of this Agreement, the Contractor shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the County, third parties, or governmental agencies.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of 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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County to the extent caused by the negligent acts of the Contractor in the performance of professional services under this agreement on a comparative basis of fault and responsibility; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon. The Contractor shall not be obligated to indemnify the County for the County's own negligence or for the negligence of any other party for whom the Contractor is not legally responsible.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Planning or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Renea Vincent, AICP
Director
Pinellas County Planning
310 Court Street
Clearwater, Florida 33756

For Contractor:

Attn: Jared Schneider, AICP, CNU-A
Kimley-Horn Associates, Inc.
655 Franklin Street
Suite 150
Tampa, Florida 33602

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership.

A. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including any reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

B. The County acknowledges the Contractor's design documents, including electronic files, are instruments of professional service. Nevertheless, the final design documents prepared under this Agreement shall become the property of the County upon completion of the services and payment in full of all monies due to the Contractor. Any modifications made by the County to any of the Contractor's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Contractor will be at the County's risk.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. 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 impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Director of Purchasing

Joe Lauro CPPB/CPPO

By:

Joe Lauro, Director of Purchasing

Kimley-Horn and Associates,
Inc.

Name of Firm

By:

Wayne White

Signature

Wayne White

Print Name

Associate

Title

Approved as to Form

By:

[Signature]

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

PROJECT UNDERSTANDING

This study addresses community comments during the Master Plan for Downtown Palm Harbor to conduct a retail market analysis investigating potential ways to attract additional retail to the Downtown Palm Harbor area. The Client is seeking this retail market study to highlight existing inventory, identify the unique attributes of the area that are attractive to retailers, and explore future demand potential. The Downtown Palm Harbor study area is roughly bounded by 7th Indiana Avenue to the north, Omaha Street to the east, Michigan Avenue to the south, and a combination of US 19A and 8th Street to the west.

TASK 1. PROJECT KICK-OFF AND MARKET TOUR

Contractor will attend a one-half day kick-off meeting with the client at the beginning of the project. The kick-off will have two primary components: (1) a face-to-face meeting to discuss the study area, recent work completed on the Master Plan Update, economic anchors in the area, and future development plans that could impact spending potential in the study area; and (2) a driving tour of the study area and surrounding Pinellas County market.

TASK 2. REGIONAL BEST PRACTICES AND COMPARABLES

Contractor will work with the Client to identify and profile four appropriately-sized comparable downtowns or areas in the Southeast, focusing on commercial nodes that were able to attract new investment through growth or policy measures. If possible, walkable downtowns with proximity to a regional trail or greenway system will be included. As available, we will provide the size, scale, history and geographic positioning of the area, a description of the mix of uses, vacancy rates, rents, and public/private infrastructure funding mechanisms. We will note the provision and allocation of parking spaces serving the downtown areas. Best practices related to each comparable downtown will be summarized with photos and other visuals included, as available.

TASK 3. TRENDS IN RETAIL

Macro-Level Trends. Contractor will describe macro-level, national shifts in retail that are likely affecting development trends locally in Pinellas County. These shifts will include product types that are in high-demand, as well as those that are currently struggling to gain traction or have experienced significant closures.

Local Trends. Based on third-party data sources, Contractor will analyze multi-tenant retail trends for Pinellas County, including construction, net absorption, vacancy rates, and rents.

TASK 4. TRADE AREA DEFINITION

Contractor will work with the Client to determine a trade area for the Downtown Palm Harbor study area. The trade area, which will be shown on a map, will be based on drive times, and natural and man-made barriers

TASK 5. COMPETITIVE RETAIL FRAMEWORK

Contractor will conduct research to establish a competitive retail framework for the trade area defined in *Task 4*. This framework will include an inventory of existing shopping centers, inline spaces, and outparcels by tenant type, as well as vacancy and quoted rents within the trade area. Available outparcels currently being marketed for sale or lease will be identified. The framework will be used to discuss the restaurant and retail categories that may be opportunities for the Client to pursue for Downtown Palm Harbor.

TASK 6. TRADE AREA DEMOGRAPHICS AND JOBS

Population. Contractor will analyze population trends by age for the trade area, and compare that performance to the Tampa-St. Petersburg-Clearwater, FL MSA from 2010 to 2017. Ten-year forecasts for the trade area will also be provided based on a review of third-party sources, as well as an inventory of the residential development pipeline.

Households. Contractor will analyze household trends by size, income and tenure for the trade area, and compare that performance to the Tampa-St. Petersburg-Clearwater, FL MSA from 2010 to 2017. Ten-year household forecasts will also be provided.

EXHIBIT A

STATEMENT OF WORK

Tapestry Segmentation. Contractor will supplement the demographic data with an analysis of the trade area's Tapestry segmentation from ESRI, which divides households into 67 groups based on consumer spending patterns and lifestyle attributes. This type of analysis provides insight into the purchasing preferences, and is being used increasingly by developers, builders, and retail tenants in the site selection and due diligence process.

Jobs. Contractor will estimate the current number of jobs by type in the trade area. These jobs would provide daytime spending potential for retailers in the study area. The number of jobs in the trade area will be forecasted through 2027.

TASK 7. DEVELOPMENT ACTIVITY

Contractor will obtain information on retail projects that are under construction or planned in the trade area. Planned projects are defined as having approved entitlement or an active rezoning/site planning application. As available, Contractor will provide the developer, total square feet, preleasing activity, timing, and quoted rent. These developments will be shown on a map.

TASK 8. EXPENDITURE POTENTIAL AND STUDY AREA DEMAND

Contractor will use sales data from the State of Florida to identify potential supply gaps for the trade area by store type or category. Current and ten-year forecasts for expenditure potential and supportable square footage will be determined by category, based on household and income growth. A site capture will be applied to the Downtown Palm Harbor study area for the current and 2027 trade area demand by category. The capture will be based on the study area's access and visibility, and the existing and future competitive framework. Based on the demand indicated by retail category, as well as a review of the existing framework, candidate tenants and chains could be identified.

TASK 9. SCENARIOS OF GROWTH AND THE AFFECT ON RETAIL

Based on feedback from the Client, Contractor will create two additional household growth scenarios that consider changes to policy to increase allowable densities within the Trade Area. The scenario analysis will help to demonstrate the direct relationship between household growth and the attraction of retail to an area, not specifically based off of future land use densities and floor area ratios currently specified. Although every retailer has their own targets, Contractor will support this exercise by using national research to provide a high-level overview of standard household densities, incomes, and proximities that are attractive to support development of new stores.

TASK 10. DELIVERABLE AND MEETING

Contractor will prepare a draft document based on the Scope of Services described above. A final document will be prepared based on one set of revisions to the draft. We will also participate in a meeting with the Client to review the results of the analysis.

SCHEDULE

Services will be provided as expeditiously as practicable with the goal of meeting the following schedule:

- Draft report delivered within 90 days of receipt of a signed copy of this contract
- Final report delivered within 5 working days of receipt of one set of changes to the draft report

SERVICES AGREEMENT
EXHIBIT B
INSURANCE REQUIREMENTS

Notice: Vendor's must provide a certificate of insurance and endorsement in accordance with the insurance requirements and procedures listed below. Failure to provide the required insurance may result in the County to vacate the original determination or recommendation and proceed with recommendation to the next lowest, responsive, responsible vendor.

- a) The vendor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If vendor does not currently meet insurance requirements verification from their broker or agent that any required insurance not provided at that time of execution will be in place prior to commencement of work.
- b) Prior to commencement of work, vendors shall email their certificate of Insurance to InsuranceCerts@Pinellascounty.org. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Term of the Agreement.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the vendor to the County at least thirty (30) days prior to the expiration date.
 - (1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said vendor from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; Nothing contained herein shall absolve vendor of this requirement to provide notice.
 - (2) Should the vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement the County, at its sole discretion, may purchase such coverages necessary for the protection of the County and charge the vendor for such purchase or offset the cost against amounts due to vendor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the vendor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under the terms of the Agreement, the vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-vendor to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-vendor; *but in no event will the insurance limits be less than \$500,000 for*

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

- (1) All subcontracts between vendor and its sub-vendor shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall:
 - (a.) Require each sub-vendor to be bound to vendor to the same extent vendor is bound to the County by the terms of the Agreement, as those terms may apply to the portion of the Work to be performed by the sub-vendor;
 - (b.) Provide for the assignment of the subcontracts from vendor to the County at the election of Owner upon termination of the Agreement;
 - (c.) Provide that any Party listed in (h)(3) below will be an additional indemnified party of the subcontract;
 - (d.) Provide that any Party listed in (h)(3) below will be an additional insured on all insurance policies required to be provided by the sub-vendor except workers compensation and professional liability;
 - (e.) Provide waiver of subrogation in favor of any Party listed in (h)(3) below and other insurance terms and/or conditions as outlined below;
 - (f.) Assign all warranties directly to the County; and
 - (g.) Identify the County as an intended third-party beneficiary of the subcontract.
- (2) Vendor shall make available to each proposed sub-vendor, prior to the execution of the subcontract, copies of this Agreement to which the sub-vendor will be bound by same requirements and identify to the sub-vendor any terms and conditions of the proposed subcontract which may be at variance with the Agreement.
- g) The vendor shall obtain and maintain at all times during its performance of the agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from companies Licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If responding vendor is a Joint Venture as outlined in the solicitation the certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the same requirements with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Any company issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of awarded vendor.
 - (3) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the vendor and any sub-vendors to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a Political Subdivision of the State of Florida as an Additional Insured. Indicating coverage on certificate boxes is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the vendor is only using employees named on such list to perform work for the County. Should employees not named be utilized by vendor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the vendor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the vendor and sub-vendor(s). Indicating such coverage on certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (9) For acceptance of any coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of required limits per occurrence by line of coverage
- i) The minimum insurance requirements and limits for this agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

SERVICES AGREEMENT
EXHIBIT B
INSURANCE REQUIREMENTS

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. If the vendor does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an "occurrence" basis. Insurance is to include coverage for loading and unloading hazards, unless vendor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Vendor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this agreement.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

- (5) Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Contractor will perform the services outlined in Exhibit A for the total labor fee of \$31,000, including data and travel expenses. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of receipt of the invoice.

EXHIBIT C

HOURLY RATES

PPC/MPO Loaded Rate Structure

Classification	Low	High
Chief Professional/Project Director	\$ 160	\$ 275
Project Manager	\$ 135	\$ 218
Senior Professional	\$ 108	\$ 201
Project Professional	\$ 70	\$ 160
Professional	\$ 71	\$ 133
Senior Specialist	\$ 183	\$ 449
Specialist	\$ 120	\$ 231
Senior Technician	\$ 72	\$ 130
Technician/Analyst	\$ 55	\$ 90
Secretary/Clerical	\$ 55	\$ 81

(1) These rates are loaded (includes overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses)

(2) The hourly rate structure may be re-negotiated at renewal periods of the contract, or at the discretion of the PPC/MPO.

(3) This rate structure applies to the **CONSULTANT** and their **SUBCONSULTANTS**: Placemaker Design Studio and Vrana Consulting.

(4) Individual rates within this structure/range will be determined at the time of each **TASK WORK ORDER** assignment.

SERVICES AGREEMENT

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

HISTORIC DISTRICT SURVEY OF THE DOWNTOWN PALM HARBOR HISTORIC DISTRICT AND THE OLD PALM HARBOR-DOWNTOWN ZONING DISTRICT, PINELLAS COUNTY, FLORIDA

Resources

- 52 parcels containing 68 buildings.
 - 44 of these buildings are considered historic (50 years of age or older).

Contributing Resources to the Old Palm Harbor Historic District

- | | |
|--------------------|---------------------|
| • 1205 College Ave | • 1291 Florida Ave |
| • 1026 Florida Ave | • 1113 Michigan Ave |
| • 1122 Florida Ave | • 1202 Nebraska Ave |
| • 1123 Florida Ave | • 1001 Omaha Ave |
| • 1126 Florida Ave | |

Approach

SEARCH will support Pinellas County in their resurvey of the Downtown Palm Harbor Historic District and the Old Palm Harbor-Downtown Zoning District. The historic district was designated in August 1994 with the approval of the Pinellas County Board of County Commissioners. The Old Palm Harbor-Downtown Zoning District was established in 2002. The resurvey is being conducted so that Pinellas County can update their local designation. There are currently no guidelines for local designation reports except for those established by the local jurisdiction, in this case Pinellas County.

SEARCH proposes the following Scope of Work (SOW) in support of the local designation update effort:

1. A complete resurvey of the Downtown Palm Harbor Historic District and the Old Palm Harbor-Downtown Zoning District. A Re-evaluation the buildings originally listed as contributing to the historic district.
2. A review to update the original historic context and maps. Since the historic district was originally designated in 1994, which is over 23 years ago, SEARCH recommends a sufficiency review of the original historic context and maps in addition to reviewing new source material that has become available over the past 23 years.
3. Recommendations for the Downtown Palm Harbor Historic District and the Old Palm Harbor-Downtown Zoning District, including, but not limited to, potential boundary changes; additions and/or deletions of historic resources; and consideration for a period of significance expansion for the historic district.



Assumptions

1. Client-Supplied Material:

- A. Client-supplied material will be accurate. SEARCH will not conduct Quality Control, corrective actions, or reworking on Client-supplied material.
- B. Client-supplied material will be timely. SEARCH will make no more than two email and two telephone requests for material. Material that is received more than 30 calendar days from the last request, or after the time when it is required for SEARCH's SOW compliance will be deemed as late and may not, at SEARCH's discretion, be incorporated into the deliverable.
- C. The Client will provide SEARCH with knowledge of any rumored, suspected, or unrecorded cultural resources and/or historical events that are known to the Client to be on, adjacent, or relevant to the project. SEARCH will receive this information in writing prior to contract award.
- D. SEARCH will assemble background research from many sources, including Client-supplied material. In order to understand, analyze, synthesize, and report the data, it must first be read. The time required to read the assembled data will be supported by the project budget

2. Meetings:

- A. All meetings, including teleconferences and attendance at Public, Tribal, or Agency meetings will be identified in the SOW. No additional meetings, including those that may be made necessary by a project discovery, will be required.
- B. All meetings will be by teleconferences; no public meeting will be attended by SEARCH.

3. Project Changes:

- A. After contract award, SEARCH will not receive requests for specialized services, subcontracted services, travel, meetings, deliverables, other direct costs, or labor from the Client that are in addition to the amount accounted for in the project budget.
- B. There will not be additional work resulting from a change to the project area, project goals, project schedule, SOW, Work Plan, Client staff assignments, or deliverables.

4. Comments:

- A. Comments will be provided in an electronic comment form in MS Word or Excel.
- B. One consolidated list of all comments from all reviewers will be provided as a single submittal to SEARCH.
- C. The Client will remove or resolve duplicate or conflicting comments prior to providing comments to SEARCH.
- D. Comments will not modify previous decisions or directions from the Client.
- E. Comments will contain specific directions or actions required for SEARCH to take. SEARCH will refer comments that lack specific direction back to the Client for written clarification.



- F. Comments will not request information or new research that was not present in the SOW that was removed during contract negotiations, that exceeds the project budgetary thresholds, or that is not normally included in similar levels of documentation.
 - G. Deliverables submitted by the Client to an agency, or other stakeholder for review and comment will have already undergone Client review. Agency, or other stakeholder comments will not request additional fieldwork, field visits, new services, substantial re-working of the deliverable, or additional deliverables.
5. Effective Period: SEARCH's proposal will remain in effect for a period of 90 days from submittal. SEARCH will receive a Notice to Proceed (NTP) start date that will fall within a 180-day period from contract award
6. Deliverables:
- A. SEARCH will not complete any Florida Master Site File Forms.
 - B. The results of the survey will not be submitted to the Florida Division of Historical Resources (FDHR) for review.
 - C. No archaeological investigation will be included as part of this survey.
 - D. The draft submittal to the client will be electronic sent via e-mail.
 - E. The final submittal to the client will be one hardcopy and one electronic sent via e-mail.

Timeframe

SEARCH will begin the fieldwork for the resurvey of the Downtown Palm Harbor Historic District and the Old Palm Harbor-Downtown Zoning District after receiving a NTP from the client. Our usual timeframe for completing a draft historic district report is 90 days from the NTP. We would submit a draft report to be followed by a final report.

Rough Order of Magnitude (ROM) Based Upon the Local Designation Update

Role	Hours						
	Mobilization	Background Research	Fieldwork	Travel Time	Draft Report	Final Report	Meetings & Project Administration
Principal Investigator	8	16	24	6	60	16	8
Architectural Historian	8	8	24	6	140	56	-
Historian	-	40	-	-	40	8	-
Senior Architectural Historian	-	-	-	-	8	4	4
Editor	-	-	-	-	8	4	-
GIS Specialist	-	-	-	-	24	8	-
Proofreader	-	-	-	-	4	4	-



Role	Hours						
	Mobilization	Background Research	Fieldwork	Travel Time	Draft Report	Final Report	Meetings & Project Administration
Principal	-	-	-	-	-	-	1
Staff Administration	-	-	-	-	-	-	2
Meetings	-	-	-	-	-	-	12

ROM Costs: \$46,001.75

ROM for FDHR Consultation

If Pinellas County chooses to submit the report to the FDHR for consultation and concurrence, the FDHR has established guidance within *Module Three: Guidelines for use by Historic Preservation Professionals*.

The FDHR requires reports for their review meet the requirements for completeness and sufficiency, which includes but is not limited to the items enumerated by Chapter 1A-46 Florida Administrative Code Sufficiency Checklist found here: http://dos.myflorida.com/media/31391/sufficiency_checklist.pdf. SEARCH does not anticipate FDHR to have any significant comments as part of the consultative process.

However, if Pinellas County wishes to submit to the FDHR for review and comment, an additional \$10,000 lump sum cost contract modification will be charged.

If the FDHR has comments that require a substantial reworking of the document or if they require site meetings, a second lump sum cost contract modification will be charged that is appropriate to the level of effort.

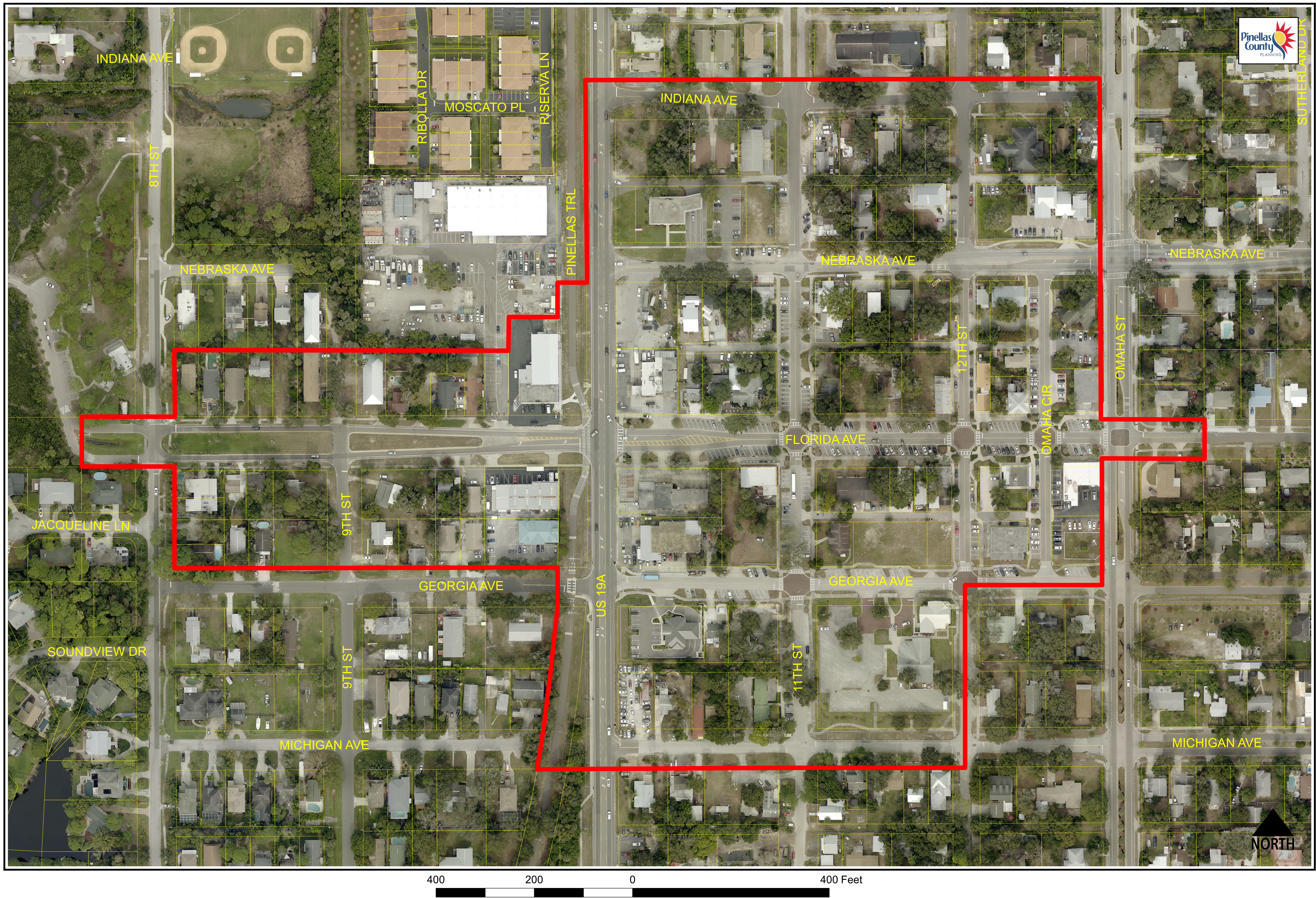
**ATTACHMENT 4:
Map Series**

Map 1 – Project Location

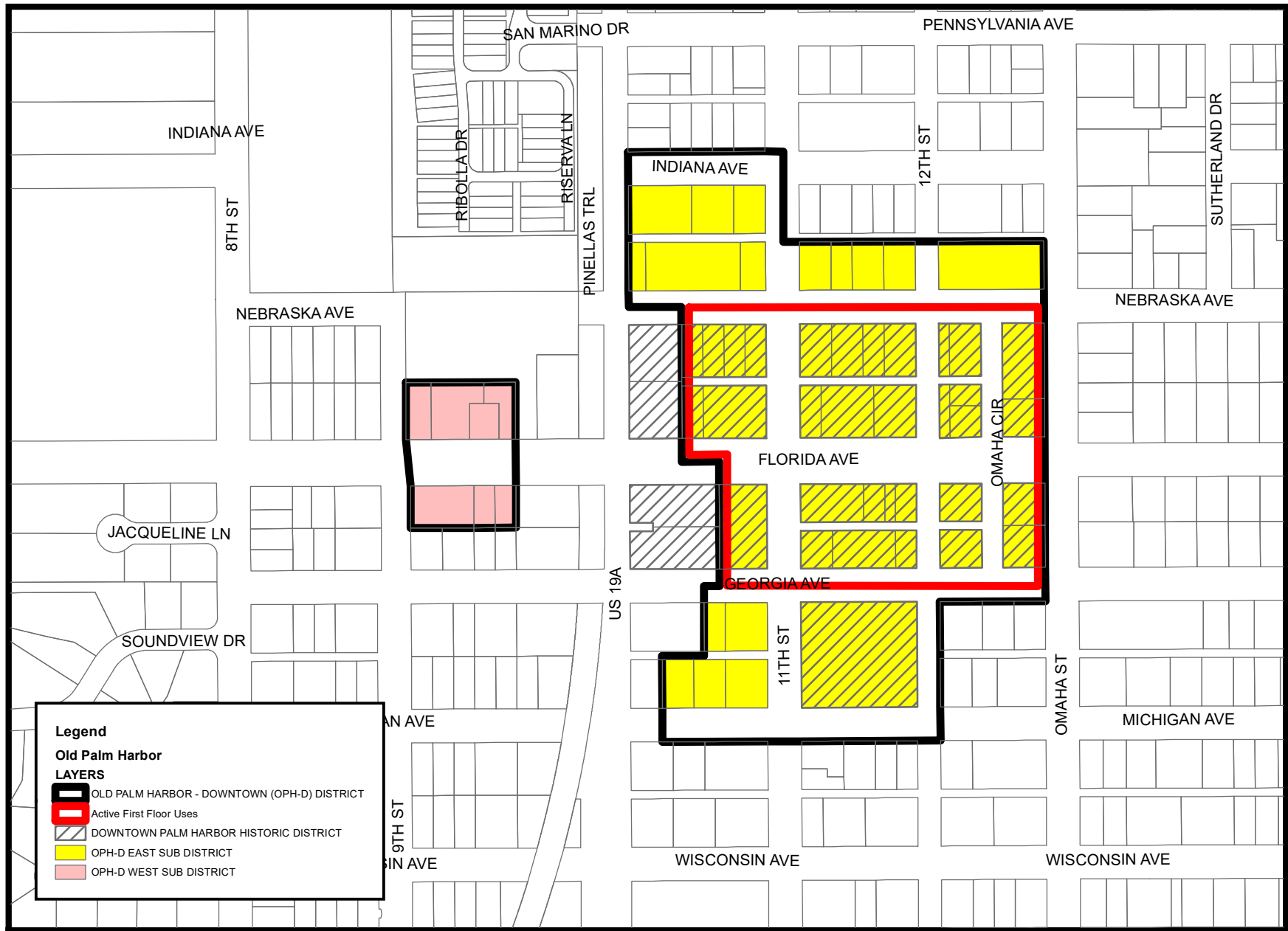
Map 2 – Downtown Districts

Map 3 – Downtown Palm Harbor Activity Center

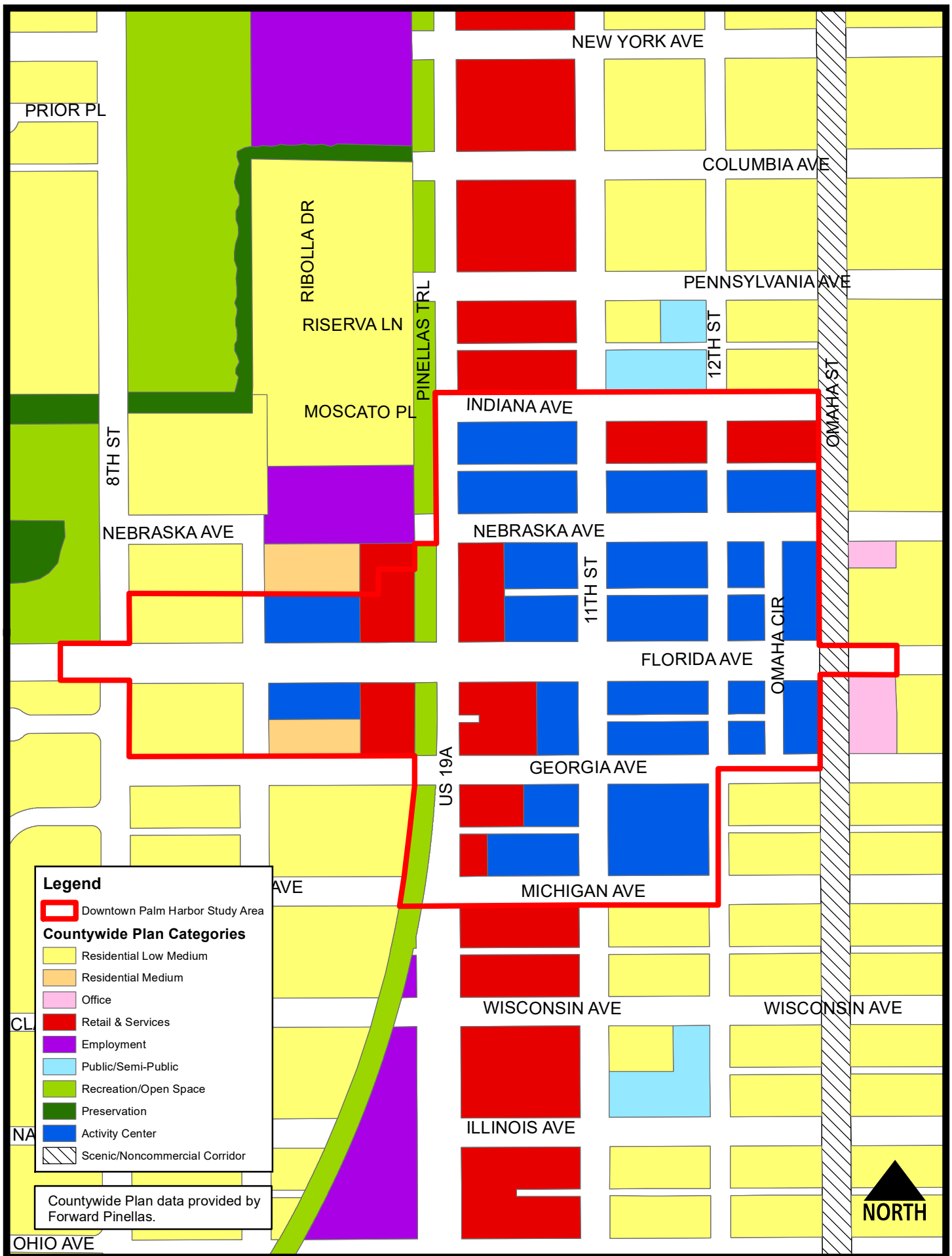
Map 1 - Project Location



Map 2 - Old Palm Harbor Downtown Districts



Map 3 - Downtown Palm Harbor Activity Center



ATTACHMENT 5:
Letter of Support

**LETTER OF SUPPORT
FOR SEEKING GRANT FUNDS THROUGH THE
FORWARD PINELLAS PLANNING & PLACE-MAKING GRANT PILOT PROGRAM**

I am signing this letter in order to show support for the Pinellas County Planning Department seeking grant funds through the Forward Pinellas Planning & Place-Making Grant Pilot Program to be used for investment in Downtown Palm Harbor.

I recognize that the County has undertaken a community engagement process that has led to a series of recommendations that address issues that will improve upon Downtown Palm Harbor's sense-of-place. Building on the findings of these recommendations, including a retail study and updated historic survey, the Planning Department would utilize these grant funds to draft form-based regulations as an alternative regulating plan to the existing Old-Palm Harbor (OPH-D) zoning regulations.

Form-based regulations provide an innovative planning approach to address the relationship among land use, mobility, and community character. The intent is to improve the opportunity for meeting the needs of the business community, while enhancing the area's sense-of-place for residents and visitors.



**Tamara Helms, President
Downtown Palm Harbor Merchants Association**

12-08-17

Date

ATTACHMENT 6:
Photographs
Downtown Palm Harbor Existing Conditions

**Existing Urban Character of Downtown Palm Harbor
to be Enhanced by Form-Based Regulations**



Photo 1: Intersection of Florida Avenue and 12th Street looking northeast. Downtown Palm Harbor's 90 degree intersection's form the urban structure of a grid, with alley access behind most buildings.

Photo 2: Urban amenities at the intersection of Florida Avenue and 11th Street, near downtown restaurants. A bench for catching the warm sunrays, bike racks for a pit stop while riding the Pinellas Trail and a trash receptacle to help keep downtown clean.



Existing Urban Character of Downtown Palm Harbor to be Enhanced by Form-Based Regulations



Photo 3: The urban character of Downtown Palm Harbor is oriented to pedestrians with well-manicured streetscapes, pedestrian amenities and smaller scale buildings varying between one and two stories in height.

Photo 4: Throughout the downtown buildings are typically built closer to the street rather than set back. These conditions encourage more public interaction and promote the downtown character and feel.



Existing Urban Character of Downtown Palm Harbor to be Enhanced by Form-Based Regulations

Photo 5: Downtown Palm Harbor is tied closely to its history with structures dating back to the time the area was known as Sutherland, the original, former name of the Palm Harbor area. This Geographic Solutions building is cohesive with the public realm, a shared characteristic of many downtown structures.



Photo 6: A popular downtown restaurant boasts outdoor seating that interacts with the public realm. Many downtown restaurants offer outdoor seating, typically along the sidewalks, with on-street parking functioning as a buffer from automobile traffic.