

**PINELLAS PLANNING COUNCIL  
AGENDA MEMORANDUM**

**AGENDA ITEM:** V B.

**MEETING DATE:** July 16, 2008

**SUBJECT:**

Agreement for Consulting Services with WilsonMiller on behalf of City of Largo and Corresponding Memorandum of Understanding with the City

**RECOMMENDATION:**

Council Approve Attached Agreement and Memorandum of Understanding And Authorize Their Execution, Subject to City Approval of Accompanying Memorandum of Understanding.

**I. BACKGROUND**

Planning Council staff has been working with the City of Largo to explore and develop a recommended approach to updating the West Bay Drive Community Redevelopment District Plan.

Consistent with the Council's deliberation and direction concerning the provision of local assistance at the April meeting, the proposed approach to this project has been geared to provide only in-kind staff assistance, consisting largely of contract management and overall project coordination.

As proposed, the Planning Council will contract with WilsonMiller the preferred consultant selected by the City from the Council's pre-qualified list of consultants.

The contract with the consultant will then be attached to a Memorandum of Understanding between the City and the Council, a copy of which is attached. The Memorandum of Understanding has been prepared and is authorized pursuant to the Council's Interlocal Services Agreement with the City of Largo for special projects.

Under the terms of the Agreement and Memorandum of Understanding, the PPC will oversee and coordinate the work to be performed on behalf of the City, pay the consultant as work progresses, and be reimbursed by the City for the not-to-exceed contract amount of \$49,500. The estimated contribution of in-kind PPC staff time is in the range of ten to

**PINELLAS PLANNING COUNCIL ACTION:**

**COUNTYWIDE PLANNING AUTHORITY ACTION:**

***SUBJECT:*** Agreement for Consulting Services with WilsonMiller on Behalf of City of Largo

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fifteen percent of the contract amount and is reflected in the Council's proposed work program and budget for FY 2008-09.

Council staff recommends approval of the accompanying Agreement with WilsonMiller and authorization to execute same, and approval of the corresponding Memorandum of Understanding with the City of Largo, which is scheduled for consideration by the City Commission on Tuesday, July 15, as well as approval and authorization to execute said Memorandum of Understanding on behalf of the Council upon its approval by the City.

**AN AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
PINELLAS COUNTY PLANNING COUNCIL**

**AND**

**WILSONMILLER, INC.**

**TO PROVIDE CONSULTANT ASSISTANCE FOR THE  
CITY OF LARGO WEST BAY DRIVE  
COMMUNITY REDEVELOPMENT DISTRICT PLAN UPDATE**

## CONTENTS

<u>Section</u>		<u>Page</u>
	Cover	i
	Contents	ii
1	Intent of Agreement	1
2	Scope of Services	1
3	Compensation to Consultant	1
4	Performance Schedule	1
5	Term of Agreement	1
6	Firms and Individuals providing Subcontractual Services	2
7	Consultants Project Management	2
8	Satisfactory Performance	2
9	Restrictions on Consultant Use of Nonpublic Information	2
10	Resolution of Disagreements	3
11	Consultant's Accounting Records	3
12	Ownership of Documents	4
13	Insurance Coverage and Indemnification	4
14	Equal Employment Opportunity Clause	5
15	Successors and Assigns	6
16	Termination of Agreement	6
17	Prohibition Against Contingent Fee	6
18	Truth in Negotiations	6
19	Independent Contractor Status and Compliance with the <i>Immigration and Control Act of 1986</i>	7
20	Statement Relative to "Public Entity Crimes"	7
21	Extent of Agreement	7
22	Official Notice	7
23	Governing Law and Agreement Execution	8
 <b><u>Exhibits</u></b>		
A	Scope of Services	-
B	Consultant's Certificate of Insurance	-
C	Public Entities Crimes Form	-

**AN AGREEMENT FOR CONSULTING SERVICES FOR THE PINELLAS COUNTY PLANNING COUNCIL IN COLLABORATION WITH THE CITY OF LARGO.**

THIS AGREEMENT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the PINELLAS COUNTY PLANNING COUNCIL, hereinafter referred to as CLIENT and WILSONMILLER, hereinafter referred to as the CONSULTANT.

**SECTION 1  
Intent of Agreement**

It is the intent of this Agreement that the CONSULTANT assist the Pinellas Planning Council, to provide planning support to the City of Largo (City) for specific tasks of the ongoing West Bay Drive Community Redevelopment District Plan (WBD-CRD Plan) Update.

It is further the intent of this Agreement to spell out the complete and contractual terms by which the CONSULTANT will undertake this consulting assignment on behalf of the CLIENT.

**SECTION 2  
Scope of Services**

The detailed services to be performed by the CONSULTANT are as set forth in Exhibit A.

**SECTION 3  
Compensation to Consultant**

For the services as defined in Section 2, the CLIENT agrees to pay the CONSULTANT a lump sum fee \$49,000, plus estimated reimbursable expenses totaling \$500, not to exceed without written authorization a total of \$49,500.

Fees should be billed monthly in proportion to the percentage of work completed and approved by the CLIENT.

**SECTION 4  
Performance Schedule**

This project will be conducted from July 16, 2008 through July 1, 2009. Upon receipt of the Notice to Proceed, the Consultant will schedule a kick off meeting (Estimated date: Early August, 2008).

**SECTION 5  
Term of Agreement**

**Initial Term.** The term of this Agreement shall commence upon the execution of the Agreement and continue through July 1, 2009.

**Renewal Term.** Upon the satisfactory performance of the services provided for herein for the initial term of this Agreement, the Agreement may be renewed, extended, or revised with the concurrence of the CONSULTANT and CLIENT through written amendment of the Agreement for such additional term as is mutually agreed to.

## **SECTION 6**

### **Firms and Individuals Providing Subcontractual Services**

The CLIENT reserves the right to review the qualifications of any and all subcontractors, and to reject any subcontractor deemed not qualified to perform, in a proper and timely manner, the services for which it shall have been engaged.

## **SECTION 7**

### **Consultant Project Management**

The CONSULTANT shall commit Mr. Michael English to serve as principal in charge and Mr. Neale Stralow as contract manager for the duration of the project. Should unforeseen events require replacement of these individuals, the CONSULTANT shall provide immediate notice to the CLIENT who shall have review and approval authority of proposed replacements, provided that the CLIENT does not unreasonably withhold approval should a qualified replacement be proposed.

All performance schedule commitments shall be stayed, pending CLIENT review and selection of a qualified replacement.

## **SECTION 8**

### **Satisfactory Performance**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the satisfaction of the CLIENT.

The CONSULTANT shall pay the CLIENT for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the CLIENT sustains by reason of any default, any negligent act or omission, including patent infringements on the part of the CONSULTANT in connection with the performance of this Agreement. Nothing in this paragraph shall be construed to be a reciprocal right to attorney fees due to budgetary limitations imposed on local government entities under Chapter 129, Florida Statutes.

## **SECTION 9**

### **Restrictions on Consultant Use of Nonpublic Information**

The CONSULTANT shall not, for a period of three (3) years from "Notice to Proceed," enter into any contractual agreement which would cause the CONSULTANT to use nonpublic information developed during the project for the specific purpose of undermining or opposing the Countywide Plan or Rules or the comprehensive plans of any local government.

**SECTION 10**  
**Resolution of Disagreements**

The CLIENT shall resolve all questions and disputes, of any nature whatsoever, that may arise in the fulfillment of the services provided for under this Agreement.

The decision of the CLIENT as herein specified, upon all claims, questions, disputes, and conflicts shall be final and conclusive and shall be binding upon all parties to this Agreement.

**SECTION 11**  
**Consultant's Accounting Records**

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures, all records and documents generated or received by either party in relation to the fulfillment of this Agreement are subject to the Public Records Act, Chapter 119, Florida Statutes.

The CONSULTANT's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the CLIENT's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the CONSULTANT or any of her payees pursuant to the execution of this Agreement. These records shall include, but not be limited to, accounting records, written procedures, subcontractor files, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such audits, inspections, examinations, and evaluations, the CLIENT's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the CLIENT to the CONSULTANT pursuant to this Agreement.

The CLIENT's agent or authorized representative shall have access to the CONSULTANT's facilities and all necessary records in order to conduct audits in compliance with this section. The CLIENT's agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

The CONSULTANT shall require all subcontractors, insurance agent, and material suppliers (payees) to comply with the provisions of this article by insertion of requirements of this article in written contract agreements between the contractor and such payees. Failure to include such provisions shall be reason to exclude some or all of the related payee's costs from the amount payable to the CONSULTANT pursuant to this contract.

**SECTION 12**  
**Ownership of Project Documents**

All data, plans, specifications and any other documents prepared or obtained by the CONSULTANT under the provision of this Agreement shall be the sole property of the CLIENT and, together with all data and reference material furnished by the CLIENT in connection with this Agreement, shall be delivered to the CLIENT upon completion of the services to be performed by the CONSULTANT in Section 2 above or prior to termination of this Agreement as provided for herein.

**SECTION 13**  
**Insurance Coverage and Indemnification**

The CONSULTANT shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the CLIENT of: (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required by the CLIENT, and listing all carriers issuing said policies (See Exhibit "A"); and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

Workers' Compensation Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

Comprehensive General Liability insurance including, but not limited to, Independent contractor, Contractual, Premises-Operations and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury, including death of not less than \$500,000 each occurrence and property damage of not less than \$100,000, each occurrence, will be acceptable unless otherwise stated. Coverage shall be on an "occurrence" basis and the policy shall include Broad Form Property Damage and Fire Legal Liability coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made from with "tail coverage" extended (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" CONSULTANT may submit annually to the CLIENT a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

Except for Workers' Compensation as required by law and Comprehensive Automobile and Truck Liability Insurance, each policy shall require that thirty (30) days prior to expiration,

cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the CLIENT by certified mail to:

Pinellas Planning Council  
ATTN: Executive Director  
600 Cleveland Street, Suite 850  
Clearwater, FL 33755

CONSULTANT shall also notify CLIENT, in writing within twenty four (24) hours after receipt of any notice of cancellation, non-renewal, or material changes in coverage received by said CONSULTANT from its insurer; and nothing contained shall absolve CONSULTANT of this requirement to provide notice.

Companies issuing the insurance policy, or policies, shall have no recourse against CLIENT for payment of premiums or assessments for any deductible which all are at the sole responsibility and risk of the CONSULTANT.

The term CLIENT in this Section 13 shall include the Pinellas Planning Council, all its members, its officers, and employees while acting on behalf of the Pinellas Planning Council; and the members, officers and employees of the City of Largo.

The Pinellas Planning Council shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.

The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Pinellas Planning Council or Pinellas County to any such future coverage, or to Pinellas County's self-insured retentions of whatever nature.

CONSULTANT hereby waives subrogation rights for loss or damages against the CLIENT.

The CONSULTANT does hereby agree to indemnify, defend and save harmless, the CLIENT and all the members of its board, its officers and employees; and the members, officers and employees of the City of Largo against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees, and judgments of every nature and description, including claims for property damage and claims for injury to or death of persons, brought or recovered against it by reason of any act of negligence or omission of the CONSULTANT, its agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the CLIENT.

## **SECTION 14**

### **Equal Employment Opportunity Clause**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to insure the applicants for employment and those employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause. The CONSULTANT shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**SECTION 15**  
**Successors and Assigns**

The CONSULTANT shall not assign, sublet, or transfer this Agreement without the written consent of the CLIENT.

**SECTION 16**  
**Termination of Agreement**

This Agreement may be terminated by either party upon thirty days written notice to the other party should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other party. In the event sufficient budgeted funds are not available for a new fiscal period, the CLIENT shall notify CONSULTANT of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to CLIENT.

In the event that this Agreement is terminated under these provisions, the total and complete compensation due the CONSULTANT shall be as established by the CLIENT based on its determination of the percentage of work completed to date of termination including any contingency amounts retained by the CLIENT.

**SECTION 17**  
**Prohibition Against Contingent Fee**

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that he has not agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**SECTION 18**  
**Truth in Negotiations**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the Original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the CLIENT determines the Contract price was increased due to inaccurate or non-current wage rates and other factual unit costs. Such adjustments shall be made within one (1) year following the end of the contract.

**SECTION 19**

**Independent Contractor Status and Compliance with the *Immigration Reform and Control Act of 1986***

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Pinellas County Planning Council. CONSULTANT 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. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 20**

**Statement Relative to "Public Entity Crimes"**

Attached hereto as Exhibit "B" is the CONSULTANTS SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON "PUBLIC ENTITY CRIMES" properly executed, in the form set forth as attached to this contract.

**SECTION 21**

**Extent of Agreement**

This Agreement represents, together with all exhibits, the entire written agreement between the CLIENT and the CONSULTANT, and may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

**SECTION 22**

**Official Notice**

All notices required by law and by this Agreement to be given by other shall be in writing and shall be sent to the following respective addresses:

1. CLIENT: **Pinellas County Planning Council**  
David P. Healey, Executive Director  
600 Cleveland Street, Suite 850  
Clearwater, FL 33755
  
2. CONSULTANT: **WilsonMiller, Inc.**  
Michael English, Principal in Charge  
2205 North 20<sup>th</sup> Street  
Tampa, FL 33605

**SECTION 23**  
**Governing Law and Agreement Execution**

This Agreement shall be governed by the laws of the State of Florida. If either party hereto files suit to enforce any term or condition under this agreement, then venue shall be in Pinellas County.

This Agreement executed the day and year indicated on page 1.

WILSONMILLER, Inc.

PINELLAS COUNTY PLANNING  
COUNCIL

By: \_\_\_\_\_  
Vice President, Principal  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary  
Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney  
Date: \_\_\_\_\_

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

#### 1.0 Tasks to Support Plan Update

##### 1.1 Draft Plan Update Review

The Consultant will review the draft West Bay Drive Community Redevelopment District Plan Update provided by City of Largo staff and will prepare a memorandum summarizing recommendations, including additional analysis or data recommended to support the update.

Deliverable(s):                      •     Memorandum in MS Word

##### 1.2 Plan Update Content Preparation

WilsonMiller will prepare several sections of the West Bay Drive Community Redevelopment District Plan Update, including the five topic areas listed below:

###### 1.2.1 Consistency With Other Plans

This section will include a review of the following documents for consistency with the draft plan update:

- City of Largo Comprehensive Plan;
- Pinellas County Comprehensive Plan;
- Pinellas Planning Council Pinellas By Design; and,
- Metropolitan Planning Organization Livable Communities.

###### 1.2.2 Urban Design

Several sections of the Plan Update will be provided related to urban design, including:

- Changes in Planning and Urban Design Principles – A general overview of planning and redevelopment trends since the initial redevelopment plan was prepared in 1997 will be provided. Topics will include new urbanism, transportation methodology, legislation changes pertaining to Community Redevelopment Areas, and green building techniques.
- Character Districts – After reviewing the 1997 district plan and draft sections pertaining to character districts provided by staff, the Consultant will prepare a strikethrough/underline version of this section, including dimensional requirements and density/intensity data for each character district.
- Values translated into Urban Form, Urban Design, Streetscape, and Architectural Quality – City staff held several public meetings to document community values for the WBD-CRD Plan. In addition, the plan update draft included a list of required design standards.

In this section, community values will be translated into a design framework. Text and graphics will describe the desired urban form within the district. Specifically, building massing, scale, height and height transitions, parking, the relationship of buildings to the public realm, and the public realm design will be addressed.

A maximum of eight (8) black and white graphic illustrations and two (2) hand-generated character sketches will be provided that depict the preferred urban form. Photographs may also be used to depict preferred urban form elements.

### 1.2.3 Capital Projects

A Capital Improvement Program (CIP) with projects, project location and extent, cost by category (i.e. land acquisition, construction) and timing of delivery will be provided in this section.

### 1.2.4 Other Update Sections

Several other Plan Update sections will be provided, including:

- Values translated into achievement of mixed income housing – This section will include a discussion of the community value of mixed income housing and how it can be achieved in the district.
- Concurrency/Justification of New Development Standards – Mobility Incentives – A discussion of recommended mobility incentives for future inclusion in the City's Land Development Regulations will be included in this section.
- Changes in Market Since Initial Plan Approval - This section will include a general overview of market changes since the Retail Market Opportunity Analysis was prepared by Marketplace Advisors, Inc. in 2004.
- Downtown's Strength's and Opportunities for Improvement (Mobility Needs) –This section will include a description of the overall mobility needs for all modes of transportation within the WBD-CRD.

WilsonMiller will provide a draft of all sections listed above to the City prior to the public meeting. City Staff will provide the Consultant a written list of comments regarding the draft document. WilsonMiller will edit Plan Update sections based on the comments received, and submit a final deliverable to the City approximately two weeks prior to the transmittal public hearings.

Consultant	• One (1) Draft Document in Word
Deliverable(s):	• One (1) Final Draft Document in Word
	• AutoCadd Files of Final Graphics
City Deliverable	• Memorandum Summarizing Draft Document Comments

## 2.0 Meeting and Public Hearing Attendance

The Consultant will attend team meetings, public meetings and City public hearings throughout the duration of the project.

Upon receipt of the Notice to Proceed, the Consultant will schedule a kick-off meeting with City of Largo and Pinellas Planning Council staff. Meeting topics will include a scope and calendar review, identification of key roles, establishment of communication procedures, and data collection and transfer. An additional team meeting during the course of the project is included.

A public meeting, a Community Development Advisory Board meeting, and two City of Largo public hearings are included in the scope. Fees include preparation for and attendance at the meetings. City staff will be responsible for public meeting and advisory board meeting location coordination and public notification. The maximum number of anticipated meetings is included below.

- |                 |  |
|-----------------|--|
| Deliverable(s): | Attendance at the following Meetings and Public Hearings:  |
|                 | <ul style="list-style-type: none"><li>• One (1) Kick Off Meeting</li><li>• One (1) Team Meeting</li><li>• One (1) Public Meeting</li><li>• One (1) Community Development Advisory Board Meeting</li><li>• Two (2) City of Largo City Commission Public Hearings (Transmittal and Adoption)</li></ul> |

### **3.0 Optional Meetings and Services**

Any additional meetings and/or services required to complete or expand the Scope of Services shall require written agreement between the Consultant and Client with the concurrence of the City of Largo evidenced by amendment of the Memorandum of Understanding between the City and the Pinellas Planning Council.

EXHIBIT "B"


CONSULTANTS CERTIFICATE OF INSURANCE

<b>ACORD</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID KR WILSO-6	DATE (MM/DD/YYYY) 06/05/08
<b>PRODUCER</b> Lykes Insurance, Inc. - WP P. O. Box 2703 Winter Park FL 32790 Phone: 407-644-5722 Fax: 407-628-1363		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> WilsonMiller, Inc. 3200 Bailey Lane, Suite 200 Naples FL 34105-8522		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Beasley Insurance Company, Inc	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR	INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Prof Liability</b> <b>Claims-Made Form</b>	V156Z107PNPM	05/26/08	05/26/09	Per Claim 5,000,000 Aggregate 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

<b>CERTIFICATE HOLDER</b> PINELLA Pinellas Planning Council Attn: Executive Director 600 Cleveland Street, Ste. 850 Clearwater FL 33755	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2001/08)

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EXHIBIT "C"

PUBLIC ENTITIES CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Pinellas Planning Council  
[print name of public entity]  
by Dave Kemper, P.E., Senior Vice President / Managing Principal  
[print individual's name and title]  
for WilsonMiller, Inc.  
[print name of entity submitting sworn statement]  
whose business address is 2205 N. 20th Street, Tampa, FL 33605  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-076-1871 (If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement  
\_\_\_\_\_.)


2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(signature)

Sworn to and subscribed before me this 29th day of June, 2008.

Personally known

OR Produced identification \_\_\_\_\_ Notary Public - State of Florida

My commission expires 1-19-10  
(Type of Identification)



  
(Printed typed or stamped Commissioned name of Notary Public)

**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**SPECIAL PLANNING PROJECTS**  
**BETWEEN THE CITY OF LARGO**  
**AND THE**  
**PINELLAS PLANNING COUNCIL**

This Memorandum of Understanding is based upon and executed pursuant to the Interlocal Agreement for Planning Services between the City of Largo and the Pinellas Planning Council dated October 1, 2007.

The terms and conditions of the Interlocal Agreement for Planning Services that provide for Special Planning Projects shall govern this Memorandum of Understanding, subject to the specifics set forth herein.

**SPECIAL PLANNING PROJECT NO. 2008-2. – CITY OF LARGO WEST BAY DRIVE REDEVELOPMENT PLAN UPDATE**

- A. Purpose – The purpose of this project is to assist the City in certain planning tasks related to the update of the West Bay Drive Community Redevelopment Plan in the City of Largo.
- B. Project Area – The study area shall be as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- C. Scope of Services – The work to be performed shall be as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- D. Work Product – The work product will be as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- E. Meetings – Planning Council staff will attend the meetings as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller, and will be available to meet with city representatives as necessary to carry out the Scope of Services.
- F. Schedule – Planning Council staff will coordinate with the City and WilsonMiller to carry out the project in a timely manner as set forth in the Scope of Services contained within the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller.
- G. Fee – The total fee for this study will consist of a fixed fee amount of \$49,000 plus reimbursable expenses not to exceed \$500, for a total fee not to exceed \$49,500, as

set forth in the accompanying Agreement for Consulting Services between the Pinellas Planning Council and WilsonMiller to be paid by the City to the Planning Council, in accordance with the Florida Prompt Payment Act. The City will be billed on a monthly basis by the Council in an amount not to exceed the amount authorized and paid to the Consultant by the Planning Council.

If the City fails to provide WilsonMiller with any of the information necessary to complete the study, including but not limited to the digital versions of necessary data, such that the Planning Council incurs additional costs under its agreement with WilsonMiller, then the City shall pay the Planning Council an amount equal to such additional costs.

- H. City Participation and Cooperation – The City agrees to assist in the preparation of the study, including making available the requisite personnel and information necessary to the timely and accurate compilation of data, timely review and comment on draft materials, and assistance in scheduling and conducting any required meetings.
- I. Ownership of Documents – Upon satisfactory completion of the Scope of Services, the materials and documents prepared thereunder shall be the sole property of the City of Largo.
- J. Satisfactory Performance – Shall be as set forth in Section 8 of the Agreement for Consulting Services attached hereto and shall be determined jointly by the designated responsible parties for the City of Largo and the Pinellas Planning Council.
- K. Discontinuance – This Memorandum of Understanding may be discontinued by mutual agreement of the parties at any time during the course of the project that the City or the Planning Council determines it is not desirable or productive to continue, subject to the terms and conditions of the Planning Council contract with WilsonMiller and payment for services rendered and approved to date.
- L. Venue and Governing Law - This Memorandum of Understanding shall be construed by and controlled under the laws of the State of Florida. Venue for any for the purposes of any suit, action or other proceeding arising out of, or relating to, this Memorandum of Understanding shall be exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division.
- M. Fiscal Non-funding - In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Pinellas Planning Council of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

This Memorandum of Understanding for Special Planning Project - Largo No. 2008-2 is approved this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Attest:

Approved for the City of Largo:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
By:

Reviewed and Approved:

\_\_\_\_\_  
City Attorney

Approved for the Pinellas Planning Council:

\_\_\_\_\_  
By: Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Secretary

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
By: County Attorney

Date: \_\_\_\_\_