

AGREEMENT 20/006 FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of November 2020, by and between **WILLDAN FINANCIAL SERVICES ("WFS")**, a corporation, and the **CITY OF PINELLAS PARK**, hereinafter referred to as "Client."

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with **Economic Development Market Analysis & Strategies**, hereinafter referred to as the "Project."

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

SECTION I – BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in "Exhibit B" Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II – ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit B" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit A," Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV – INDEMNITY; INSURANCE REQUIRED

Please see the Attached Appendix I- Insurance Requirements and Hold Harmless Agreement Attach Certificate of Insurance: following the instructions on page 3 - Under heading " "CERTIFICATE HOLDER" and complete and seal the City's Hold Harmless Agreement located on page 4 of Appendix I.

SECTION V – INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that WFS has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement and in Compliance with Public Records Laws, under Florida State Statutes, Chapter 119. Questions regarding Public Records Laws should be addressed to the City of Pinellas Park, Custodian of Public Records (727) 369-0619 or CITYCLERK@PINELLAS-PARK.COM .

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws of the State of Florida in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

- A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting. The parties shall share the fees of the neutral equally.
- C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.
- D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS’ direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS’ records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of Florida ~~California~~.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

The Consultant further agrees to perform the work as described within RFP 20/006 and made a part of this contract and is incorporated herein as exhibit "B", per the Fee Schedule (EXHIBIT "A"), attached below for a firm fixed price not to exceed, **Ninety Eight Thousand and Sixty DOLLARS, (\$98,060.00)**, including any/all out of pocket expenses and to commence work within ten (10) calendar days after date of Notice to Proceed, and shall complete the work within the time limit as follows:

_____ Calendar days

COMPONENT PARTS OF CONTRACT

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), Advertisement for RFP'S, Notice of RFP, Hold Harmless Agreement, Scope of Services - RFP 20/006 – Exhibit "B", Contract, Sworn Statement of Public Entity Crimes, Consultants Proposal Response, Exhibit "A" - Consultants Fee Schedule.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **FIVE (5) counterparts**, each of which shall for all purposes be deemed an original.

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA**

ATTEST:

By: _____
Diane M. Corna, MMC

By: _____
Sandra L. Bradbury, Mayor

(SEAL)

WILLDAN FINANCIAL SERVICES

ATTEST:

By: _____
Rebekah Smith, Assistant Secretary

By: _____
Chris Fisher, Vice President

(SEAL)

Approved as to form and correctness:

City Attorney, James W. Denhardt
City of Pinellas Park

Approved by City Council:

“EXHIBIT A”

FEES FOR SERVICES – RFP 20/006

FEES FOR SERVICES

Economic Development Market Analysis & Strategies

The fixed fee for the services outlines in Exhibit B is \$98,060. The fee includes all labor, travel, lodging, materials, printing, overhead and profit, and any other expenses associated with this engagement.

We will invoice the City monthly based on percentage of project completed. The table below provides a breakdown of the total price according to estimated hours by task and team member. The proposed allocation of level of effort by task is presented as a menu of options subject to further input by the Client Team to meet the needs of the City of Pinellas Park.

SCHEDULE OF FEES	Principal in Charge	Economic Development Expert	GIS Analyst	Market Analyst	Econ Deve & Real Estate Market RMA (Subcontractor)	Total Hours by Task	Total Cost by Task	% of Total
	Willdan	Willdan	Willdan	Willdan				
	J. Edison	M. McKay	C. Villarreal	M.Tierney				
Hourly Billing Rates	\$ 240	\$ 210	\$ 165	\$ 150	\$ 175			
Task 1: Project Mobilization & Management	2	24	0	8	24	58	\$ 10,920	11%
Task 2: Economic Profile Report	2	40	40	16	120	218	\$ 38,880	40%
Task 3: Workforce Skills Cluster Analysis	0	4	16	0	4	24	\$ 4,180	4%
Task 4: SWOT Assessment	0	24	8	24	60	116	\$ 20,460	21%
Task 5: Draft Action Plan Presentation	0	24	0	0	40	64	\$ 12,040	12%
Task 6: Final Report & Presentation	2	24	4	8	24	62	\$ 11,580	12%
Total Hours	6	140	68	56	272	542		
Budget by Personnel	\$1,440	\$29,400	\$11,220	\$8,400	\$47,600		\$ 98,060	100%
Percent of Professional Fees	1%	30%	11%	9%	49%			

Hourly Rates

Additional authorized services will be billed at WFS' then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Group Manager	250
Principal Consultant	210
Senior Project Manager	185
Project Manager	165
Senior Project Analyst	135
Senior Analyst	125
Analyst	100

“Exhibit B”

SCOPE OF SERVICES – RFP 20/006

SCOPE OF SERVICES

Economic Development Market Analysis & Strategies

Scope of Work

The Willdan Team understands that a successful Economic Development Market Analysis and Action Plan must include four key elements: analytics and data; action plan recommendations; metrics and milestones; and resources required. The following section provides a detailed discussion of the Willdan Team’s proposed plan and methodology to accomplish the Scope of Services identified within the City of Pinellas Park’s RFP.

Task 1: Project Mobilization & Management

Objective: To design and execute an ongoing Project Management Plan to direct the Project Team’s research, analysis, stakeholder outreach/community involvement, and client communications throughout the engagement.

Outcomes/Deliverables:

- Project Kick-off Meeting (developed, scheduled and lead by Willdan)
- Project Management Plan and Information Request Memorandum
- Schedule of Monthly Progress Calls, Deliverables, Meetings and Presentations (staff, Planning Commission, City Council)
- Market Analysis and Action Plan Working Group Establishment
- Initial Stakeholder Interviews & Site Visits
- Internal Client Team Meeting: Interim Presentation of Preliminary Findings
- Internal Client Team Meeting: Final Project Close Out

Project Lead: Willdan

Project Support: RMA

Willdan’s activities will be directed by a Project Management Plan (“PMP”) to be developed in consultation with the Client Team Project Manager and other appropriate staff at the outset of the engagement.

Upon receipt of the notice to proceed, the Project Team will develop, schedule and lead a Project Kick-Off Meeting with the assigned Pinellas Park Client Team to clarify and agree upon the project goals and successful consultant tasks and deliverables. At the Project Kick-Off meeting the Project Team will also review existing documentation, the Information Request Memorandum, and any other relevant resources.

The Project Team will propose a schedule of deliverables, meetings and presentations to staff, Planning Commission and City Council. This schedule will inform the PMP that will direct the Project Team’s research, analysis, stakeholder outreach, and client communications throughout the engagement.

Willdan believes that for Economic Development Market Analysis and Action Plans to be effective, the involvement of government, private, and nonprofit sectors is critical. The Willdan Team will actively integrate or leverage other regional planning efforts, including the use of other available federal funds, private sector resources, and state support which can advance Pinellas Park’s goals and objectives.

Involving key stakeholders and community partners will be key in understanding the current business climate. An important component of this process is the utilization of a Market Analysis and Action Plan Working Group

“Exhibit B”

SCOPE OF SERVICES – RFP 20/006

(“Working Group”) to facilitate stakeholder engagement with other key stakeholders and community partners to quickly interpret the current business climate, including:

- Pinellas Park Staff
- Pinellas Park Mayor & Council
- Pinellas Park Planning Commission
- Pinellas Park / Gateway Chamber of Commerce
- Forward Pinellas
- Other Stakeholders to be Determined

Due to the Covid-19 Pandemic, Willdan will manage the stakeholder engagement process throughout the project with a dynamic stakeholder tracking tool that will facilitate contact through a variety of outreach mechanisms (in person (when appropriate), telephone, direct email, email surveys, etc.).

Willdan expects that the project initiation phase will include internal and external stakeholder interviews with the Client Team, and—as appropriate—the wider business, real estate development and investment community to collect data on real estate market trends and business conditions.

Accordingly, Willdan will collaborate closely with the Working Group who will oversee the overall planning process. Additionally, the Working Group will be tasked with identifying a comprehensive list of people who best reflect the City of Pinellas Park’s diversity and interests as part of the stakeholder outreach process.

Task 2: Economic Profile Report

Objective: To collect and analyze key data on existing demographic, economic, real estate and physical conditions to identify current and potential economic engines and formulate a baseline for the Market Analysis and Action Plan.

Outcomes/Deliverables:

- Economic Profile Report:
 - Demographic Analysis: Analyze, evaluate, and address socioeconomic conditions, existing and future lifestyle trends, community and area market strengths, weaknesses, opportunities, and threats.
 - Stakeholder Engagement: Engage with community business officials to gain input on local conditions and needs
 - Real Estate Market Assessment

Project Lead: Willdan

Project Support: RMA

It is important to start with data to know where the City of Pinellas Park is and what potential exists for continued success. The Willdan Team, with data and analysis support provided by RMA, will research and analyze existing demographic, socioeconomic and other key economic data to prepare an Economic Profile Report. The analysis will include key demographic trends and forecasts for inclusion into the Market Analysis.

The Economic Profile Report will also include a consolidated overview of real estate market constraints and opportunities.

- **Existing Demographics (Business, Resident, Visitor):** The Willdan Team, with data provided by Esri Business Analyst, will prepare a baseline demographic and economic profile that analyzes the City and its economic relationships to Pinellas County and the region. The purpose of this analysis is to better understand the City’s economy within the context of the larger regional economy to identify unique opportunities for economic growth and diversification.

The profile will evaluate aspects of the current economy and forecast trends for the short-term (5 years) for variables including, but not limited to: demographic and lifestyle characteristics (population segmentation by

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SCOPE OF SERVICES – RFP 20/006

age, income and race), tourism visitation and spending trends, housing characteristics, key industries, labor force characteristics, number and types of businesses, employment by sector, annual payroll, and taxable sales.

- **Demographic Analysis Comparisons:** Demographic analysis of the characteristics and projected trends of three to five other surrounding communities or other suburbs in competitive markets (2019 to 2024) according to data provided by Esri Business Analyst.
- **Real Estate Market Demand Overview:** RMA will conduct a high-level real estate market demand assessment in the regional market area based on review of published data and interviews with local developers and brokers. The primary market research will include trends data related to retail/dining/entertainment, tourism destinations, residential, and office uses for a range of business sectors.

Data to be collected (subject to availability) will include: area vacancy rates, sales/lease prices per square foot, prevailing construction costs, space user characteristics, emerging/declining sector trends, and pipeline projects (planned/under construction).

The analysis will rely heavily on CoStar data and other primary market research with input from local stakeholders and others via the stakeholder engagement process and/or a real estate focus group interview. Based on the results of this primary research and analysis, Willdan will prepare a summary of target sectors/businesses/development types to target in the Action Plan. It will also address question such as:

1. What is the market demand for a variety of new housing products?
2. What are deficiencies in housing stock including quality, quantity, location, housing type, size and cost?
3. What are Pinellas Park’s opportunity areas? What areas should be targeted for growth and development?
4. What type of growth should Pinellas Park focus its on now and in the future?
5. What percent of the retail market share is Pinellas Park gaining from and leaking to surrounding communities? Where can Pinellas Park gain?

The Real Estate Assessment will evaluate development trends including:

- **Commercial Market Assessment:** Evaluate market leakage and future potential absorption for residential and commercial growth, with consideration of ongoing and future infrastructure, transportation, and other improvements; and
- **Residential Market Assessment:** Analyze Pinellas Park’s residential market and the City’s housing policies and provide recommendations to help ensure appropriate housing to support a robust workforce.

Task 3: Workforce Skills Cluster Analysis

Objective: To analyze the Pinellas Park workforce and labor force current and future needs.

Outcomes/Deliverables:

- **Occupational Workforce Assessment**
 - Analyze the Pinellas Park workforce and labor force current and future needs;

Project Lead: RMA

Project Support: Willdan

“Exhibit B”

SCOPE OF SERVICES – RFP 20/006

With key data and analytical support provided by Emsi Labor Analytics, Willdan will identify emerging or declining labor force skills clusters with specific focus on the City of Pinellas Park’s target sectors including food and beverage, hospitality, specialty retail, and financial services. The assessment will rely on data provided by Emsi to measure the target sectors’ past, present, and projected impacts on the City’s competitive advantages and ability to build capacity for economic development within the context of local, regional, state, and global market contexts. The assessment will profile local advantages or disadvantages; factors that directly affect economic performance including workforce skills readiness; innovation assets; skilled labor supply chains; and the local and regional education pathways ecosystem.

Task 4: SWOT Workshop

Objective: To undertake a SWOT Workshop to solicit stakeholder input regarding community and area market strengths, weaknesses, opportunities, and threats and to inform future Economic Development Action Plan activities.

Outputs/Deliverables:

- SWOT Workshop
 - SWOT Stakeholder Exercises and Agenda
 - Draft BREP Survey and Monitoring Tracker
 - SWOT Memorandum of Findings

Project Lead: Willdan

Project Support: RMA

Following the completion of the economic profile report, Willdan will facilitate a proposed public outreach event to solicit stakeholder input regarding community and area market strengths, weaknesses, opportunities, and threats (“SWOT”).

This SWOT Workshop will be structured to guide a focused exploration of the following key questions:

- What sectors are growing or contracting regionally and how does this affect Pinellas Park?
- Pinellas Park’s market share and market opportunities within these various sectors?
- What are the most robust, stable, emergent business sectors?
- What should Pinellas Park do to nurture and advance their growth?
- What are best practices for stimulating economic development activity around key economic generators and catalysts?

Willdan will plan and lead the SWOT Workshop to be held at a location to be determined with input from the Client Team. Willdan staff will collect feedback from the public participants to be compiled in a summary memorandum of findings at the completion of the event. Due to the Covid-19 pandemic, Willdan will facilitate a variety of stakeholder outreach mechanisms (in person (when appropriate), recorded video teleconference, email surveys, and other methods) to maximize the opportunity to obtain community input.

The SWOT Workshop will include participation of the EDAP Working Group and other key members of the business community including:

- | | |
|------------------------------|--|
| ▪ Government Representatives | ▪ Neighborhood Organizations |
| ▪ Chamber of Commerce | ▪ Special Authorities |
| ▪ University/Research | ▪ Regional Community College Labor Market Liaisons |
| ▪ Philanthropic | |

“Exhibit B”

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- Private Partners
- Utilities
- Tourism Industry Representatives
- Workforce Development Boards

The SWOT Workshop will identify Business Retention and Attraction Program (“BREP”)-related gaps to inform recommendations for the City of Pinellas Park’s Economic Development Action Plan. The initial business climate SWOT will evaluate the strengths/opportunities associated with real estate development, labor force, infrastructure, access to markets, education, transportation and the overall business climate.

Threats and opportunities associated with the economic outlook, technology, legal and regulatory environment, health of major large employers, and other exogenous factors will also be evaluated for impact at the local level. The results of the SWOT Workshop will:

- Provide analysis of industries and identification of potential economic engines, generators and catalysts for stimulating economic growth
 - Develop greater understanding of targeted sectors and subsectors and that Pinellas Park has an advantage and opportunity to leverage;
 - Evaluate the economic trends within identified sectors;
 - Determine existing companies/industries that are poised for growth;
 - Identify local, national, and global companies and their potential suppliers, which have the potential to relocate components of their operations to Pinellas Park;
- Determine regional industry dynamics and assessment of competitive advantages in the local and regional economy;
 - Determine business’s challenges and obstacles / barriers for growth;
 - Determine educational needs of local businesses;
- Identify best practices in terms of business retention/expansion and for stimulating economic development activity around key economic generators and catalysts.

Willdan will identify emerging or declining clusters or industry sectors with specific focus on Pinellas Park’s target sectors. The assessment will rely on data to measure the target sectors’ past, present, and projected impacts on the City’s competitive advantages and ability to build capacity for economic development within the context of local, regional, and state, contexts.

Task 5: Draft Economic Development Strategic Action Plan Presentation

Objective: To engage community stakeholders in Action Plan alternatives to build consensus around priorities and catalytic strategies to help leverage targeted growth and maximize economic return, including public and private investment.

Outcomes/Deliverables:

- Draft Economic Development Strategic Plan Presentation (WebEx or other Video Teleconference)

Project Lead: Willdan

Project Support: RMA

The draft Economic Development Action Plan will be presented at a consensus building presentation to allow for review and comment on the following key questions:

What do Pinellas Park’s demographics look like today, and what are the trends?

“Exhibit B”

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How do Pinellas Park’s demographics differ from surrounding communities and to other 53,000 plus suburbs in competitive markets?

1. What business sectors are growing (or contracting) regionally, and how does that affect Pinellas Park?
2. What is Pinellas Park’s market share and market opportunities within these various sectors?
3. What are Pinellas Park’s strong business sectors? What sectors are stable? What are the emerging sectors? What should Pinellas Park do to nurture these sectors and continue their growth?
4. What does the market demand in terms of types of new housing? What are the deficiencies in Pinellas Park’s housing stock, including quality, quantity, location, housing type, size and cost?
5. What percentage of the retail market share is Pinellas Park gaining from surrounding communities? What are we losing? What is Pinellas Park’s niche retail area? Where can Pinellas Park gain?
6. What are Pinellas Park’s opportunity areas? What areas should be targeted for growth?
7. What types of growth should Pinellas Park place its focus on currently and in the future?
8. Are there other areas that should be considered for development and growth?
9. Which businesses are best suited for our City Center Plan, business parks, and other geographic locations within the City?

Willdan will provide a prioritization list of the top ten Economic Development Action Plan strategies/tactics, fully supported by a recommended Implementation Plan for achieving the goals of each strategy. The EDAP will detail recommended economic development policies and programs, including the specific initiatives or projects required to achieve the proposed objectives and goals.

The purpose of the draft EDAP presentation will be to solicit input on the draft economic development vision, goals, objectives and proposed policies/programs/initiatives as identified through the economic profile report and prior SWOT Workshop.

Following the EDAP Working Group feedback provided at this presentation, Willdan will prepare the final comprehensive draft Action Plan. A final video teleconference (via WebEx) will be held with the City of Pinellas Park EDAP Project Manager to review the final draft EDAP to clear any remaining comments prior to issuing the final draft report and PowerPoint presentation.

Following is a detailed outline of the programmatic elements to be incorporated in the Action Plan:

- **Economic Development Program & Policy Recommendations:** Based on the results of the SWOT Workshop and best practices research for stimulating economic development activity around key economic generators and catalysts, our Team will draft recommendations on refinements to existing economic development programs and policies and submit for review and approval by the City prior to incorporating into the draft Economic Development Action Plan. **Business Recruitment and Attraction Strategies:** How can the City best leverage the region’s existing business clusters to attract more businesses? By implementing a business survey and effective monitoring, reporting, and marketing, including:
 - **Draft BREP Survey Preparation:** The EDAP will include a draft survey for the BREP program manager to administer. The SWOT Workshop process will enable the BREP program manager to initiate recruitment for the BREP survey. It is important to invest sufficient time in recruiting and training the BREP survey volunteers. The EDAP will include a framework for future recruitment/training lunches and survey implementation timeline. Additionally, the BREP

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recommendations will include guidance regarding a communications plan with all participating businesses regarding community-wide policies/programs that have been implemented to address overarching issues identified in the SWOT.

- **Ongoing BREP Monitoring, Reporting and Marketing:** The EDAP will include a draft tracking tool to ensure program effectiveness. The BREP program manager will be expected to ensure that each step of the survey implementation schedule is followed and tracked in a simple excel spreadsheet or other Customer Relationship Management (CRM) tool such as Salesforce. This will enable the City to evaluate the relationship between the number of businesses assisted against the return on public investment in the program (i.e., resulting new jobs and businesses, tax revenues and other economic benefits). The program should also be marketed through all avenues of social media, press releases, web, print and events (industry lunches or quarterly developer consortium lectures).
- **Public Incentives Toolkit:** The recommendations will define the City’s role in catalyzing real estate development in priority redevelopment areas and how to provide targeted business sectors with a competitive edge in the areas of business recruitment, retention and expansion.
 - Identify local incentive programs that will help retain and attract new job growth in targeted industries.
 - Provide innovative alternatives for the retention and attraction of businesses and associated quality employment opportunities.
 - Identify special incentives for businesses locating within the City.
 - Recommend economic development financing tools such as tax credits, tax increment financing, planning/zoning regulatory relief, regional/state funding partners, corporate/institutional partnerships, and other tools to be determined through in-depth, primary research and engagement of the state/regional/local community.
 - Identify economic incentives that foster healthy investment and development in all areas of the City.
 - Provide recommendations on how to best structure programs and efforts to address economic needs.
- **Land Use & Infrastructure Recommendations:** The plan will identify changes in land use and/or zoning that could facilitate achievement of the desired economic development objectives in relationship to the identified targeted industries and potential locations, especially with respect to:
 - Supportive land use regulations for development/redevelopment activity.
 - Strategies to reduce vacancies in the retail, industrial and tourism sectors.
 - Approaches to create a more viable and competitive business incubation environment.
 - Public investment in targeted infrastructure improvements to attract private investment.
- **Action Plan Implementation Dashboard:** Willdan is skilled in developing high-quality, visual documentation of these strategy options as a critical component in supporting decision-making and developing a unified direction through community conversations. The plan will include an implementation matrix that defines goals, objectives, strategies, and performance metrics over the next five years.

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Performance metrics include:

- Program/Initiative Description
- Sources and uses of funding (capital, operating, staffing); and
- Target deadlines for completion by phase and year;
- Metrics and Milestones:
 - Expected growth across sectors (number of businesses, square feet, gross sales, or other)
 - Financial increase to City (real property and sales tax revenues)
 - Vacancy rate targets
 - Protection against recession (diversified tax base, jobs/housing balance)
- Institutional and organizational framework (organizational chart of primary agency responsible and key partners that can assist in carrying out the strategy).

Within 30 days of completion of the draft EDAP Consensus Building Workshop, the Willdan Project Manager will provide drafts of all plan documents for review and comment by the Pinellas Park EDAP Project Manager and selected staff. Following review of the draft and subsequent changes, Willdan will finalize the EDAP consolidated report and PowerPoint and present copies to the EDAP Working Group for distribution as detailed in the following Task 5.

Task 6: Final Economic Development Action Plan and Presentation

Objective: To compile best practices, policies and recommendations to promote economic development action and to help expand Pinellas Park into a full economic development delivery service team.

Outcomes/Deliverables:

- *Draft* Economic Development Strategic Action Plan
- *Final* Economic Development Strategic Action Plan
- Final Presentation to staff, Planning Commission and City Council

Project Lead: Willdan

Project Support: RMA

Willdan will present the final EDAP to the City of Pinellas Park EDAP Working Group, Mayor and Council. The final consolidated Economic Development Action Plan and Implementation Strategy shall include the following:

- A comprehensive Mission Statement and core set of values for the Economic Development Action Plan;
- A summary of the relevant City and regional plans and initiatives that were referenced during the preparation of the plan;
- The list of stakeholders;
- Summary Economic Profile Report;
- Economic Development Action Plan policy recommendations (i.e., refinements to existing economic development programs and policies to maximize public return on investment);

“Exhibit B”

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- SWOT Workshop Summary of Findings (i.e., best practices recommendations for business retention/expansion and stimulating economic development activity around key economic generators and catalysts);
- Final, written report with supporting graphics and maps (formatted according to the City of Pinellas Park's established branding, color palette, and fonts);
- Ten color copies (nine copies and one original) of the final report (Adobe Acrobat readable copies of all documents submitted on a flash drive device);
- Source files for all documents in Microsoft Word and Excel; and
- Final Report Presentation Work Session (via WebEx) with the staff/ EDAP Working Group and PowerPoint document.

Project Lead: Willdan

Project Support: RMA

Willdan will prepare and deliver to the City a substantive and comprehensive final report of the work performed under the proposed scope of work (“Final Report”). The Final Report will be organized according to the above tasks and will include each task-based deliverable according to the proposed scope of work.

The final Economic Development Market Analysis and Action Plan report will provide a clear, high level road map of concrete recommendations, along with clear accountabilities. It will be informed by rigorous analysis, smart growth best practices, and engaging key stakeholders within the City and across the broader development and investment community.

We will present the project's methodologies and findings during a final project capstone Work Session presentations with the Client Team and other internal and/or public stakeholders to be identified in consultation with the City.

Subsequent to the final presentation, Willdan will update and revise the final document according to consolidated digital comments to be submitted to Willdan within seven days of final draft delivery to the City.

The Willdan Team will provide ten (10) color copies of the Economic Development Action Plan including research and study findings, data analyses, tables, graphs, charts, maps and policy recommendations incorporating the City of Pinellas Park's adopted graphic design standards (fonts, color palettes, logos, City images, etc.) to adhere to the City's branding and to facilitate future incorporation into the City's Comprehensive Plan or other public distribution channels.

Within 30 days of completion of the draft EDAP Consensus Building Workshop, the Willdan Project Manager will provide drafts of all plan documents for review and comment by the Pinellas Park EDAP Project Manager and selected staff.

Understanding of Methods, Analysis and Best Practices

As outlined in Task 1, the project team will utilize a detailed Project Management Plan from the outset of the engagement to manage and control each proposed activity, deliverable deadline, as well as client and stakeholder engagement and quality control.

Willdan will meet with staff to enhance our understanding of project objectives, review project timelines, and seek assistance in identifying the best information sources to obtain the necessary inputs to evaluate the economic development potential of the region. The Project Management Plan will serve as a valuable resource throughout this engagement.

The project manager, Molly McKay, will serve as the primary point of contact. To ensure that project delivery holds to the timeline proposed herein, Ms. McKay will hold monthly progress report conference calls with the

“Exhibit B”

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project team and provide oversight on the management and administrative processes. These discussions will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

Client Responsibilities

Willdan will rely on the validity and accuracy of City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that Willdan will not be responsible for any errors that result from inaccurate data provided by the client. Furthermore, the City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to this particular project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Timeline & Covid-19 Disclaimer

It is important to acknowledge that there is ongoing uncertainty related to the business impacts of the Covid-19 pandemic and our ability to work safely. The EDAP will be undertaken in this context with the following underlying operating assumptions:

- As the Covid-19 public crisis continues to unfold, the real estate development community acknowledges that we don't yet know the full impact of the pandemic, but the operating assumption is that the virus could be resolved in four to eight quarters – consistent with stabilization and recovery patterns following past economic disruptions.
- In that context, it is important to note that the long-term planning framework for this study (five years) assumes that commercial and residential markets would recover to current activity levels and support future growth planning targets. This situation should be actively monitored to assess any lasting impacts to market fundamentals as it relates to ongoing development planning efforts, and more specifically, project planning horizons and attainable business growth targets.
- While 2020 is anticipated to be a weak year for real estate growth, the long-term fundamentals for economic development are strong and it is appropriate to proceed with the Economic Development Strategic Plan effort.
- Survey research, workshops and City presentations may be required to be conducted remotely via teleconference. The Willdan Team will manage communications regarding project status updates and scheduling targets between the subconsultant team and the Client Team throughout the engagement to mitigate disruptions and ensure timely delivery of the Final Report by January 15 (assuming a project kick-off July 9, 2020).

Any delays in contract execution/project initiation will require adjustments to the project timeline and associated deliverable deadlines.

The City acknowledges that WFS is relying upon the accuracy of the information provided by the City or their designees and that WFS shall not be liable for any inaccuracies contained therein.

City of

PINELLAS PARK

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Please Respond To:

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October 22, 2020

Mr. Benjamin Ziskal
Community Development Administrator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



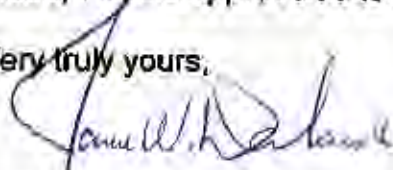
RE: City Document #20-304
Willdan Financial Services Agreement - Revised

Dear Mr. Ziskal:

I have received and reviewed the revised Willdan Financial Services Agreement. I note that towards the bottom of page 2 of the Agreement, the bottom of page 4 and the entirety of page 5, there are several forward slash marks (perhaps where other language was deleted from the Agreement). Such marks should be deleted and the formatting of the document updated so that there is not a page 5 which is entirely blank. I also note that on page 7 of the Agreement (the page after the signature blocks) there is a paragraph H and a paragraph I. It appears these two paragraphs should have been inserted in Section XIV - Miscellaneous Provisions after paragraph G.

Once the above-mentioned formatting issues are addressed and the appropriate changes made, I would approve as to form and correctness.

Very truly yours,


James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager

JWD/cb

20-304 10222020.LBZ.RevWilldanFinServAgmt



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