

CITY OF PINELLAS PARK



RFP 21/003 Agreement

Public Art Master Plan

Planning & Development Services

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PINELLAS
PARK, FLORIDA, A MUNICIPAL CORPORATION, AND DESIGNING LOCAL, LTD.
FOR CONSULTING SERVICES IN RESPONSE TO RFP 21/003 - PUBLIC ART
MASTER PLAN**

THIS AGREEMENT is made and entered into as of _____, 2021, by and between Pinellas Park, Florida, a municipal corporation, hereinafter referred to as “**City**,” and Designing Local, Ltd., a professional planning firm, hereinafter referred to as “**CONSULTANT**.”

RECITALS

WHEREAS, City desires to retain a qualified consulting firm to assist the City with the development of the Pinellas Park Public Art Master Plan; and

WHEREAS, City has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the City; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other municipal corporations; and

WHEREAS, City desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES

CONSULTANT shall assist the City by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or their designee. Services will include, but not be limited to, the items noted in CONSULTANT’S proposal **Attachment A**.

2. SCHEDULE

Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. CONSULTANT shall meet the completion date as indicated on **Attachment A**.

3. TERM

The term of this Agreement shall continue in full force and effect for a period of **9 months after issuance of Notice to Proceed**. The term of this Agreement may be extended as agreed upon, in writing, by CONSULTANT and City.

4. COMPENSATION

CONSULTANT’S total compensation, including reimbursed expenses, for the services set forth for the Contract **shall not exceed \$35,000.00** as outlined in **Attachment B, unless approved by city personnel**.

- A. **Compensation.** The compensation shall be paid to CONSULTANT based on the following hourly rates guide:

Amanda Golden	\$125/hour
Joshua Lapp	\$125/hour
Matt Leasure	\$125/hour

- B. **Method of Payment.** As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the City a statement of account which clearly sets forth the designated items of work for which the billing is submitted.

City shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.

Payment will be made according to the City's standard Payment Schedule and Terms.

5. OWNERSHIP OF WORK

All documents furnished to CONSULTANT by City and all reports and supportive data prepared by CONSULTANT by this Agreement are City's property, for the exclusive use of the City, shall be given to City at the completion of CONSULTANT services.

6. COMPLIANCE WITH LAW

CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to City that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession.

7. INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance as described in **Appendix I** against claims for injuries to persons or damages to property with may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agent, representatives, employees or subcontractors.

8. RELATIONSHIP BETWEEN THE PARTIES

CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the City. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the City or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the City other than those provided for in this Agreement.

9. INDEMNIFICATION

By this agreement, CONSULTANT agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the above-mentioned contract, as described in **Appendix I**.

10. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, the City may terminate this Agreement with cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.

11. WRITTEN NOTIFICATION

Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

City: City of Pinellas Park
Erica Lindquist
6051 78th Ave N
Pinellas Park, FL 33781

Consultant:
Designing Local, Ltd.
87 N 20th Street
Columbus, OH 43203

12. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

14. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

15. ASSIGNMENT

The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of City. Any assignment of any right or obligation or subcontracting of any work without City consent shall be void and of no effect.

16. TAXES

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold City harmless from any liability which it may incur to the United States of America or the State of Florida as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event City is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish City with proof of payment of taxes on these earnings.

17. NONDISCRIMINATION

CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

18. DEFAULT

In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, City shall have the right to either do the work itself or hire an outside contractor to perform those services.

19. VENUE

In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in **Pinellas County, Florida**.

20. CONSTRUCTION

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation, or law.

21. AMENDMENT

This Agreement constitutes the complete and exclusive statement of the Agreement to City and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.

22. INTEGRATION

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for City, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.

23. EXECUTION

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

24. GENERAL PROVISIONS

- A. **Conflict** - In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document, which may be annexed hereto, the terms of this Agreement shall govern.
- B. **Waiver** - No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a

waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available by law or in equity.

- C. **Severability** - If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- D. **Captions** - Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- E. **Governing Law** - This Agreement shall be governed by and construed in accordance with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- F. **Standard of Care** - In providing services under this Agreement the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the CONSULTANT and by mutual agreement between the parties, the CONSULTANT will without additional compensation, correct those services not meeting such a standard. The CONSULTANT makes no warranties, expressed or implied, as to its professional services rendered under this Agreement.

25. INSURANCE

CONSULTANT shall provide insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **City of Pinellas Park, Florida**

Minimum Scope of Insurance

Commercial General Liability (CGL): Insurance Services Office Form CG 0001 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The **City of Pinellas Park is to be named as additionally insured in respect to RFP 21/003 – Public Art Master Plan on the Commercial General Liability policy**, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least **six (6)** months after completion of the contract work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

26. COMPONENT PARTS OF AGREEMENT

This Agreement 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 Consultant:

Addenda (if any), Agreement, Insurance/Hold Harmless Agreement (Appendix I), Scope (Attachment A), Pricing (Attachment B), Sworn Statement of Public Entity Crimes (Appendix II), E-Verify Requirements (Appendix III), any and all drawings and plans.

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:

Diane M. Corna, MMC

By _____
Sandra L. Bradbury, Mayor

CONSULTANT

Approved as to form and correctness:

Amanda Golden, Managing Principal,
Designing Local, Ltd.

City Attorney, James W. Denhardt
City of Pinellas Park

Approved by City Council: _____

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance is approved by the City's Risk Management Division, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved by Risk Management.

The cost of all insurance shall be included in the Consultant's proposal.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.

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B. LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate

- \$1,000,000 Personal and Advertising Injury

- \$1,000,000 Each Occurrence

PROFESSIONAL LIABILITY – ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

Type – Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits – Statutory, Workers' Compensation

\$100,000 Each Accident

\$500,000 Disease – Policy

\$100,000 Disease – Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

RFP 21/003 – PUBLIC ART MASTER PLAN

C. CERTIFICATES OF INSURANCE

One (1) Certificate of Insurance outlining insurance coverages are to be forwarded to the City's Risk Management Division for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance.

1. Under heading, "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES," shall read: "**City of Pinellas Park**" is named as an Additional Insured (Owner) as respects the **RFP 21/003 – Public Art Master Plan** (Required for General Liability, Excess/Umbrella Liability)
2. Under heading, "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park
ATTN: Human Resources Department
5141 78th Avenue North
Pinellas Park, FL 33781**

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing requirements, the CONSULTANT shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR PROFESSIONAL DESIGN CONTRACT**

By this agreement, **Designing Local, Ltd.**, hereinafter “CONSULTANT,” agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the above-mentioned contract.

Date _____

Contractor _____

Address _____

Print Name _____

Signature _____

Title _____

President, Vice-President, or Treasurer

CORPORATE SEAL

**HUMAN RESOURCES NEEDS ORIGINAL SIGNED HOLD HARMLESS
AGREEMENT PRIOR TO ANY WORK COMMENCING**

PROJECT SCOPE OF WORK: METHODOLOGY

The proposed scope for the Public Art Master Plan is below. The scope should be refined with input from staff.

PHASE 1: DISCOVERY

1.01: Research and document an inventory of existing art and cultural assets throughout Pinellas Park. The team will work with staff to determine what current cultural destinations and attributes are revered and valued. The team will be familiar with the following:

- Relevant previously prepared plans for the City;
- Geographic distribution of cultural attributes and assets;
- Pinellas Park history;
- Locations for future development projects in the City;
- All Arts and Culture work of Pinellas Park in the last 5 years;
- National assessment of conditions and trends in Arts and Culture Planning and Placemaking, paying special attention to municipalities of similar size and character both locally and nationally as benchmark cities.

1.02: Discover Pinellas Park. The Team will meet with the staff for an intense orientation. This is anticipated to be a full day session and include a tour of the City, highlighting any existing art, cultural, and historic destinations throughout the City. A staff person will be expected to lead this tour.

A meeting with the Project Leadership Team will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. This Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the Project goals and outcomes.

1.03: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Public Art Master Plan. This will address the role and responsibility of the staff and consultants with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the staff and the team project manager.

1.04: Design a project website. The team will create a project website that will allow the public to be engaged throughout the planning process. The website will include information on planned events, images from public engagement events, an online survey, and any other relevant information to the planning process. In addition to a project website, a communication plan will be developed with staff to ensure maximum community engagement and publicity.

Task 1 Deliverables

- Project Framework
- Work plan and overall timeline of the project
- Project website/webpage
- Stakeholder List

PHASE 2: COMMUNITY DIALOGUE AND ENGAGEMENT

POTENTIAL STAKEHOLDERS

Below is an example list of stakeholders which may participate in various meetings and input sessions. The list of stakeholders and the format of stakeholder input will be determined through discussions with the Project Leadership Team.

- City of Pinellas Park Department Heads and staff
- Library Representatives
- Local Business Leaders
- Local Property Owners
- Arts Advocacy Groups
- Local Members of the Arts Community
- Community Leaders
- Elected Leadership
- Resident Associations
- Local arts and culture organizations

2.01: Determine existing attitudes and perceptions, opportunities and challenges to creating a Public Art Master Plan for Pinellas Park. Upon completion of Task 1, the team will meet with stakeholders to listen and learn about the City. Stakeholder meetings may take place in one-on-one or group sessions.

During this series of meetings, the team will determine an internal vision and will discuss the plan for fulfilling the vision. The stakeholder list will be provided by the Staff and the Project Leadership Team.

2.02: Determine optimal method and process for community engagement opportunities. The team will work with the staff and the Project Leadership Team to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Pinellas Park and the values of the community.

- **Create.** The team will work with the Project Leadership Team to design the specific details for engagement, including specific activities, necessary background research, and essential products. In addition to the engagement workshops, the team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the city's website, and will be available in hard copy in City offices.
- **Market.** The team will assist with promoting the workshops, including developing the design of all marketing materials. The team will utilize the arts community, neighborhood organizations, and the City to promote the workshops within their networks.
- **Facilitate.** The team will lead and facilitate an informative and engaging program.
- **Report.** The project team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens.

Task 2 Deliverables

- Public workshop series and materials including survey
- Public Engagement Report including data from Public Engagement meetings and Stakeholder Meetings.

PHASE 3: SYNTHESIZE IDEAS AND DEFINE STRATEGY

3.01: Articulation of a common vision for Pinellas Park. Based on the public workshops and stakeholder meetings, the team will extract the story Pinellas Park wants to tell to the outside world through its public art strategy. This narrative, in addition to any existing plans and the needs assessment completed in Task 2, will become the foundation on which the Public Art Master Plan is built. The plan will contain goals and action steps for public art that are achievable within the next 20 years. Each recommendation will be examined for connection to other planning and capital projects. It is understood that the objectives of the plan may be subject to change during the planning process.

The Public Art Master Plan will cover the following topics and are not listed in a particular order:

Public Art

- Vision, values and goals for the Public Art program;

SAMPLE PUBLIC ENGAGEMENT STRATEGIES

Below is a sample list of public engagement opportunities. The format of public meetings will be determined through discussions with the City, Project Leadership Team, and Planning Team.

- Pop-up Public Engagement meetings throughout the city
- Educational Events showcasing local artists, placemakers, or national leaders in the field.
- Data collection through the use of hashtags on Instagram and Twitter.
- Cocktails for Creativity, Brews for Blues, and Wine and Chat evenings are low key evenings with a loose agenda for public art discussion.
- Creativity over Coffee is a more intimate way to discuss community topics, this captures those who prefer the local coffee shop to the local bar.
- Blue Sky Brainstorming Workshops
- 2-3 day Charrettes that include a SWOT Analysis of possible art programming space
- Artist-led workshops that create a community piece
- Surveys distributed online and through social media.
- Pecha Kucha Event
- Presence at already planned and well-loved festivals
- Engagement of High School students in a lecture and activity during regularly scheduled art classes

- Provide recommendations on immediate and five year priorities for public art.
- Suggest new funding sources and complete an analysis of possible sources and uses.
- Provide recommendations for program development (such as utility boxes, bus shelters, public art pocket map, murals, banners, public art mapping/ interactive tour apps, community art gallery, artists registry, marketing and outreach, collaborative and participatory art, performing art, music, digital media).
- Evaluate other cities' art programs and make recommendations for developing guidelines/policies/processes/ordinances for the following elements:
 - Public Art Fund
 - Triggers (size, value, public investment etc.) for a requirement that a percentage (to be recommended) of development costs be placed in a public art fund
 - Project selection criteria for Art in Public Places funds use advised by a committee and implemented by the City.
- Define any mission beyond aesthetics, including considerations of the following values:
 - Educational
 - Cultural
 - Economic Development
 - Community participation/outreach
 - Geographic priorities
 - Environmental
 - Gateways
 - Corridors
 - Development sites
 - Open Space/Parks
 - Library/City Services
- Conduct community outreach for the Plan's development and scoping of recommendations for:
 - Program elements to be included
 - Possible requirements for allocations to a public art fund vs. allowing 100% private art investments
 - Site identification and project selection criteria
- Provide site identification criteria or recommendations for:
 - Temporary vs. permanent art
 - Iconic/gateway art placement
 - Participatory art
- Provide recommendations for incorporating Pinellas County Schools in

Please note that references to "staff" mean the City-designated project manager and personnel and the "team" means Designing Local team members.

ASSUMPTIONS OF STAFF

- This approach will be converted to a detailed scope of work finalized in collaboration with the staff that will address coordination among Pinellas Park staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

ASSUMPTIONS OF TEAM

- The team will be prepared to have work sessions and project updates at minimum, bi-weekly with staff.
- The team will attend all meetings as needed and required and will prepare meeting summaries for staff, including a monthly progress report as requested.
- The team will prepare presentation materials in suitable formats for all public meetings.
- The team will take the lead on facilitating all public meetings.
- The team will respond in a timely manner to any and all questions from the public and staff.
- The team will serve as a liaison between the City, Departments, and community stakeholders.
- The team will brief city leadership on plan recommendations, as requested.
- The team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

planning public art (youth art) and or incorporating the cultural diversity of Pinellas Park into the Public Art Master Plan.

3.02: Develop a strategy to gain community consensus for the Plan. The team will work to determine the tools and information needed to create the basis for community-wide consensus building.

Task 3 Deliverables

- Draft Public Art Master Plan elements
- Community outreach strategy and execution for Master Plan adoption

PHASE 4: INITIAL RECOMMENDATIONS

4.01: Present outline and graphic elements of the plan. The team will present the structure and components of the Public Art Master Plan, including design concepts and format to staff and the Project Leadership Team.

4.02: Present draft master plan to the community stakeholders and City Staff. The team will provide the community stakeholders, the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes. The team will also educate staff, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

4.03: Creation of the final Public Art Master Plan. The team will finalize the plan based on feedback from the community stakeholders, staff, and elected officials.

4.04: Outreach Materials. The team will develop education and PR materials that will communicate the process and outcomes of the Public Art Master Plan for consumption.

Task 4 Deliverables

- Presentation of initial recommendations to community stakeholders and Staff
- Outreach materials
- Draft and final Public Art Master Plan including presentation slides

**All deliverables from all phases will be compatible with Pinellas Park software and all materials will become property of the City.*

PHASE 5: FINAL REVIEW AND RECOMMENDATION

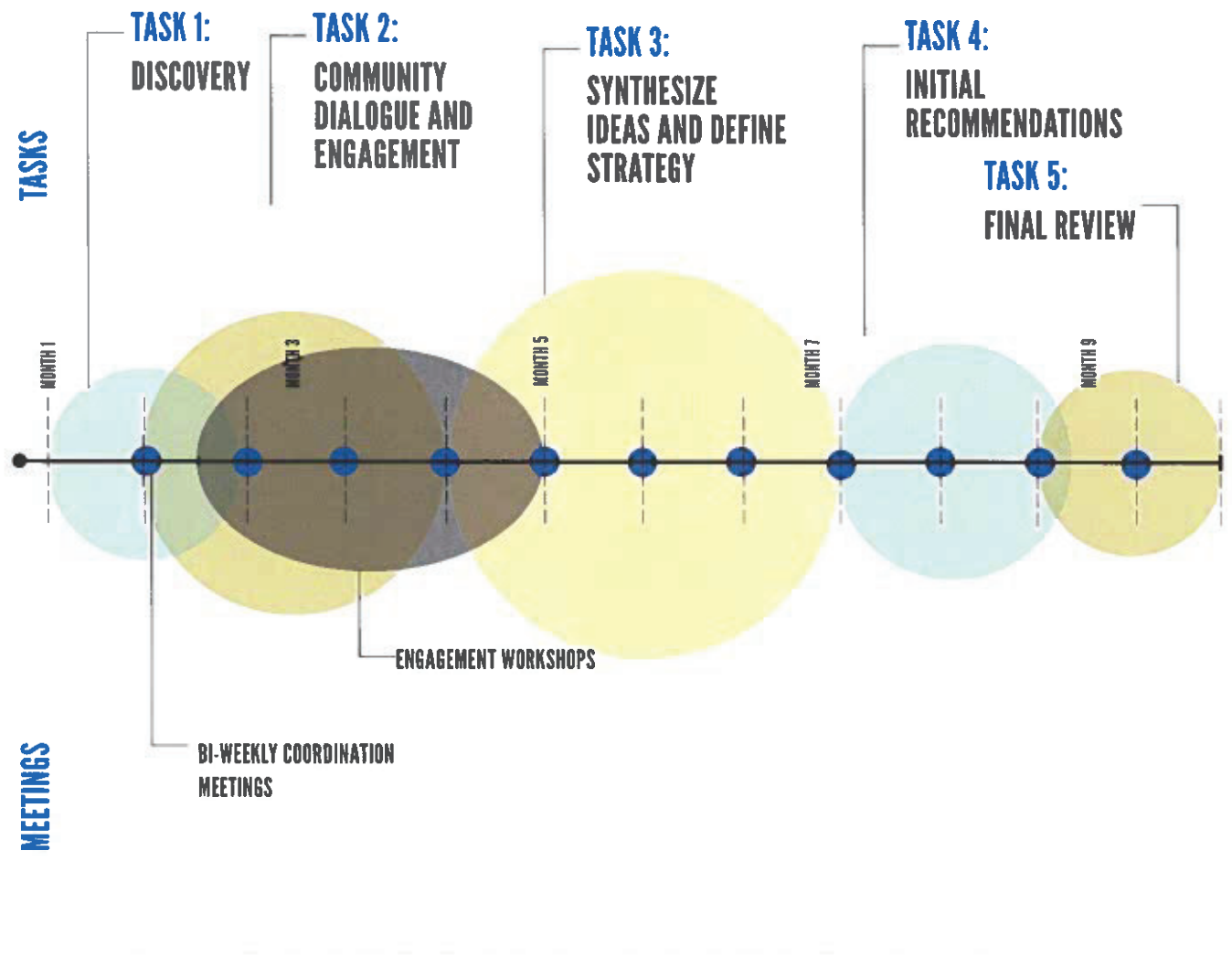
5.01: Presentation to Elected Officials and Pinellas Park residents. The team will present the final draft of the Public Art Master Plan at a work session or meeting.

Task 5 Deliverables

- Final Public Art Master Plan Presentation to elected officials and public

PROJECT SCHEDULE

The Planning Team anticipates that this project will require approximately 9 months to complete. This will include public engagement events and bi-weekly Project Management Team meetings. The process shown below is preliminary and we anticipate refinement of the schedule with input from the Project Management Team.



PROPOSED FEE

The following task and fee worksheet is based on the preceding project scope of work. The Planning Team anticipates refinement of the scope of work, and subsequently, the task and fee worksheet. Billing will be performed on monthly intervals and will include incurred expenses to that point of the project.

		Designing Local			
		Golden	Lapp	Leasure	
	Staff	Principal	Principal	Principal	
	Title	Principal	Principal	Principal	
	Hourly Rate	\$125	\$125	\$125	
		Hours	Hours	Hours	Totals
TASK 1: DISCOVERY					
1.1	Research and Document	6	7		13
1.2	Discover Pinellas Park	16	16		32
1.3	Work Plan for Master Plan	2			2
1.4	Project Website/Marketing Material	6			6
	Task 1 Total	51.5	0	0	96
	Task 1 Fee	\$6,438	\$0	\$0	\$6,438
TASK 2: COMMUNITY INPUT GATHERING					
2.1	Determine Existing Attitudes	10	18		28
2.2	Determine Optimal Method for Engagement				0
	a. Create	7	7		14
	b. Market			4	4
	c. Facilitate	7	15		22
	d. Report	6	2		8
	Task 2 Total	30	42	4	76
	Task 2 Fee	\$3,750	\$5,250	\$500	\$9,500
TASK 3: SYNTHESIZE IDEAS AND DEFINE STRATEGY					
3.1	Articulation of a common vision	20	20	4	44
3.2	Develop strategy for consensus		2		2
	Task 3 Total	20	22	4	46
	Task 3 Fee	\$2,500	\$2,750	\$500	\$5,750
TASK 4: INITIAL RECOMMENDATIONS					
4.1	Present outline of the plan	3	8		11
4.2	Present Draft Master Plan	5	5		10
4.3	Creation of Final Public Art Master Plan	15	37	10	62
4.4	Outreach Materials			7	7
	Task 4 Total	23	50	17	90
	Task 4 Fee	\$2,875	\$6,250	\$2,125	\$11,250
TASK 5: FINAL REVIEW AND RECOMMENDATION					
5.1	Present Final Plan	6	4		10
	Task 5 Total	6	4	0	10
	Task 5 Fee	\$750	\$500	\$0	\$1,250
ESTIMATED COSTS					
		Quantity	Unit	Unit Cost	Total
	Travel			\$2,000.00	\$2,000
	Costs Total				\$2,000
GRAND TOTAL					\$34,938

**SWORN STATEMENT PURSUANT TO 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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Pinellas Park

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not 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 public entity or with any 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 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 contract for the

APPENDIX II

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 of its 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 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.

_____ 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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ day of _____, 2021, by _____,
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)
as identification.

NOTARY PUBLIC _____

(Notary Seal)

My Commission Expires _____

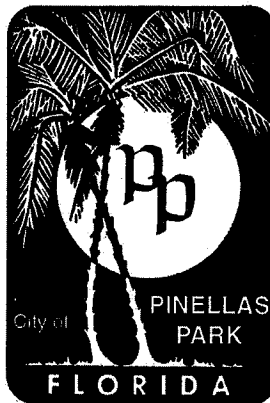
E-Verify

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Consultant and its sub-consultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a) Consultant shall require each of its sub-consultants to provide Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the sub-consultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b) The CITY, Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c) The CITY, upon good faith belief that a sub-consultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-consultant.
- d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2) (d), Fla. Stat. Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e) Subcontracts. Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-consultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in this section.

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

September 30, 2021

Mr. Jeff Roberts
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #21-252
RFP 21/003 Agreement - Public Art Master Plan

Dear Mr. Roberts:

We have received and reviewed the Professional Services Agreement between the City of Pinellas Park and Designing Local, Ltd. for consulting services in response to RFP 21/003 - Public Art Master Plan. We note that the proposed contract states that it was approved by City Council on August 26, 2021. However, the Action Item that was approved by City Council was to authorize the City Manager or his designee to negotiate with the firms recommended by the Evaluation Committee in order of preference as recommended for the Public Art Master Plan for RFP 21/003. Therefore, this final Agreement, which includes the specific terms and conditions, must be approved by City Council prior to execution by the Mayor. Once the final Agreement is approved, the new date of approval should be inserted at the end of the contract.

Our office would otherwise approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Bart Diebold, Assistant City Manager
Lisa Hendrickson, Assistant City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director

JWD/dh

21-252.09302021.LJR.RFP 21-003 Public Art Master Plan.wpd



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