



# LaRue Planning & Management Services, Inc.

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June 23, 2011

Mr. Donald Leland Craig, AICP  
Director of Planning  
P.O. Box 1409  
Key West, Florida 33041-1409

Dear Mr. Craig:

Per your letter of June 14, 2011, enclosed are four Post Contractual Agreements addressing the intent of Addendum #1.

As I explained during our discussion last week, we disagree with the administration's interpretation of "planning matters" as used in Addendum #1, the text of which follows:

"Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm, and subconsultant(s) from representing itself or clients before the City of Key West City Commission, its agents, boards or committees, on any planning related matters during the agreement/contract period of performance and for one (1) year following final approval of the Evaluation and Appraisal Report Amendments to the City's Comprehensive Plan."

As you have described it to us, the Administration's reading of Addendum #1 is that a civil engineer working as a subcontractor on the EAR-based Amendments to the City's Comprehensive Plan may not present before the Planning Board or Development Review Committee civil engineering calculations or water or sewer plans associated with development of a private property. We contend that this is an overly broad interpretation of the term "planning matters" and not one that would normally be applied throughout the community of professional planners.

We are aware of, and agree with, the need to avoid conflicts of interest, and even the appearance of conflicts of interest in planning matters. While they may be components of a development application before the Planning Board or Development Review Committee for approval, designs for potable water or sanitary sewer facilities, drainage calculations or designs for stormwater systems for a private development, and presentation of permits submitted to and approved by outside permitting agencies, are civil engineering activities and do not present the opportunity for conflict with the Scope of Services for the EAR-based amendments.

The Scope of Services for the EAR-based amendments envisions some updating of information relating to usage and capacities of water and sewer treatment facilities and water supply. Local experience and familiarity with those entities operating the facilities ensures accuracy and timely acquisition of the data. Familiarity with, and the actual gathering, organization and analysis of this type of local information was the primary basis for bringing a local engineer into the team.

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Further, the Scope of Services specifications included forms for local vendor certification, which suggests that local business participation in this project is desirable.

In conclusion, we suggest that the administration's interpretation of "planning matters" is a far reach and represents a change from what the planning community would have had the right to expect from the paragraph included in the Addendum #1. This restrictive interpretation did not occur during the staff evaluation and ranking process, but only subsequent to the City Commission's approval of our team as the consultant for the project. Therefore, the Post Contractual Agreement for Perez Engineering & Development, Inc. has been drafted to recognize that presentation of certain civil engineering work before local governmental bodies, boards and committees is not "planning related" and would not be prohibited during the performance of the contract between the City of Key West and LaRue Planning & Management Services, Inc. Mr. Perez has indicated that he will be willing to sign an agreement containing the proposed text during the contract negotiation phase.

We look forward to hearing from you.

Sincerely,



James G. LaRue, AICP  
President

cc: Jim Scholl, City Manager  
Mark Finigan, Assistant City Manager  
Shawn Smith, City Attorney  
City Commission  
Mayor Craig Cates  
Commissioner Barry Gibson  
Commissioner Teri Johnston  
Commissioner Clayton Lopez  
Commissioner Mark Rossi  
Commissioner Billy Wardlow  
Commissioner Jimmy Weekley



## POST CONTRACTUAL RESTRICTION

LaRue Planning and Management Services, Inc., (hereinafter referred to as the Consultant) whose primary business is the provision of professional advice, assistance, and reports to public clients on what are commonly considered planning matters, agrees that, subsequent to the effective date of a contract between the Consultant and the City of Key West relative to the preparation of the City's EAR-based amendments as outlined in RFP 005-11, and as such scope of services may be subsequently modified between the City and the Consultant, to the following post contractual restriction:

No principal or employee of LaRue Planning and Management Services, Inc, or any of its subconsultants, shall represent itself or clients (other than the City of Key West or its agents, boards or committees) before the City of Key West City Commission, its agents, boards or committees, on any planning related matter during the agreement/contract period of performance and for one (1) year following final approval of the Evaluation and Appraisal Report Amendments to the City's Comprehensive Plan.

Signed this 21<sup>st</sup> day of June, 2011



James L. LaRue, AICP  
President  
LaRue Planning & Management Services, Inc



## POST CONTRACTUAL RESTRICTION

SWC normally and consistently provides professional advice, assistance, and reports to public and private clients on what are commonly considered planning matters. As a condition of being a subconsultant to LaRue Planning and Management Services, Inc. (hereinafter referred to as the Consultant), SWC agrees, subsequent to the effective date of a contract between the Consultant and the City of Key West relative to the preparation of the City's EAR-based amendments as outlined in RFP 005-11, and as such scope of services may be subsequently modified between the City and the Consultant, to the following post contractual restriction:

No principal or employee of SWC shall represent itself or clients (other than the City of Key West or its agents, boards or committees) before the City of Key West City Commission, its agents, boards or committees, on any planning related matter during the agreement/contract period of performance and for one (1) year following final approval of the Evaluation and Appraisal Report Amendments to the City's Comprehensive Plan.

Signed this 20th day of June, 2011



Sandra Walters, President  
SWC (Sandra Walters Consultants, Inc.)



## POST CONTRACTUAL RESTRICTION

Carras Community Investment, Inc., normally and consistently provides professional advice, assistance, and reports to public and private clients on what are commonly considered planning matters. As a condition of being a subconsultant to LaRue Planning and Management Services, Inc. (hereinafter referred to as the Consultant), Carras Community Investment, Inc. agrees, subsequent to the effective date of a contract between the Consultant and the City of Key West relative to the preparation of the City's EAR-based amendments as outlined in RFP 005-11, and as such scope of services may be subsequently modified between the City and LPMS, to the following post contractual restriction:

No principal or employee of Carras Community Investment, Inc. shall represent any clients (other than the City of Key West or its agents, boards or committees) before the City of Key West City Commission, its agents, boards or committees, on any planning related matter during the agreement/contract period of performance and for one (1) year following final approval of the Evaluation and Appraisal Report Amendments to the City's Comprehensive Plan.

Signed this 21st day of June, 2011

  
James Carras, Principal  
Carras Community Investment, Inc.,



## PROPOSED POST CONTRACTUAL RESTRICTION

Perez Engineering and Development, Inc. provides civil engineering services to private and public clients in the form of design and calculations for stormwater, sanitary sewer, and water distribution systems and their operation; sediment and erosion control; and services to obtain permits from SFWMD, FDEP, DOH, and FDOT. The firm does not provide advice or assistance relative to what are commonly termed “planning matters.”

As a condition of being a subconsultant to LaRue Planning and Management Services, Inc., Mr. Perez has indicated that he would be willing, during the contract negotiation phase, to sign a post contractual agreement that included the following language:

No principal or employee of Perez Engineer and Development, Inc. shall represent itself or clients (other than the City of Key West or its agents, boards or committees) before the City of Key West City Commission, its agents, boards or committees, on any matter other than the design or operation of, or calculations associated with, stormwater, sanitary sewer, and water distribution systems; sediment and erosion control, and services to obtain permits from SFWMD, FDEP, DOH, and FDOT, during the agreement/contract period of performance and for one (1) year following final approval of the Evaluation and Appraisal Report Amendments to the City’s Comprehensive Plan.

