



AGENDA ITEM COVER SHEET

Meeting Date: 12-1-2014

Contact Name: Jim Gleason
Department: Administration

Reviewed By:
Department Director: _____
City Manager: Jim Gleason

Subject: DEO Technical Assistance Grant #P0098 \$15,000

Background Summary:

Land-Image Consulting, the city planners applied to the department of Economic Opportunity (DEO) on behalf of the City of Mascotte for a technical assistance grant for the purpose implementation of comprehensive guidelines for the Green Swap.

Issue:

Should the city council accept the Funding and Program Agreement from the Department of Economic Opportunity Grant #P0098 for reimbursement up to \$15,000 for regulations concerning the Green Swamp?

Recommendations:

1-Motion that the City of Mascotte accepts the DEO Agreement Grant #P0098 for technical assistance for reimbursement up to \$15,000.

2-Motion to approve Professional Services Contract with Land-Image Consultants to perform the tasks required in the DEO Grant #P0098

Attachments:

DEO Grant #P0098
Land-Image Processional Service Proposal

Financial Impact:

Estimated cost of the project is \$20,000, less reimbursement of from DEO of up to \$15,000. Net estimated cost to the city of \$5,000 which is included in the 2014-2015 budget.

Type of Item:

- Public Hearing
- Ordinance First Reading
- Ordinance Second Reading
- Resolution
- Discussion & Direction

-
- Original Document/Contract Attached for Execution by City Clerk
 - Original Document/Contract Held by Department for Execution

Reviewed by city Attorney: _____ N/A
Reviewed by: _____ N/A

FUNDING AND PROGRAM AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF MASCOTTE

THIS FUNDING AND PROGRAM AGREEMENT (Agreement), by and between the FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), located at 107 East Madison Street, Tallahassee, Florida 32399-4120, and the CITY OF MASCOTTE (Recipient), located at 100 East Myers Boulevard, Mascotte, Florida 34753, is made and entered into as of the date last signed below (the "Effective Date"). DEO and Recipient are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the 2014 Legislature appropriated recurring funds (the "Funds") from the Grants and Donations Trust Fund for the purpose of providing technical assistance to local governments for implementation of growth management planning efforts; and

WHEREAS, Recipient acknowledges that this is a performance based funding program and represents that it possesses the requisite skills, knowledge, qualifications and experience to perform the tasks described herein; and

WHEREAS, DEO and Recipient desire to enter into this Agreement with regard to the implementation of the funding and programs described herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

1. PARTIES:

The Parties and their respective addresses for purposes of this Agreement are as follows:

For DEO:
Department of Economic Opportunity
Division of Community Development
107 East Madison Street, MSC 160
Tallahassee, Florida 32399-4120
Telephone Number (850) 717-8475
Facsimile Number (850) 717-8522

For Recipient:
City of Mascotte
100 East Myers Boulevard
Mascotte, Florida 34753

Phone: (352) 429-3341
Fax: (352) 429-3345
Email: dolly.miller@cityofmascotte.com

2. AGREEMENT MANAGERS:

The Parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. DEO's Agreement Manager is Beth Frost and may be reached at telephone number (850) 717-8487. Recipient's Agreement Manager is Dolly Miller, Deputy City Manager/Finance Director, who may be reached at telephone number (352) 429-3341. Either Party may change its Agreement Manager at any time by written notice to the other.

3. TERM:

This Agreement will commence as of the date of execution, and, unless earlier terminated pursuant to the terms hereof, will expire on June 30, 2015. Recipient acknowledges this Agreement is subject to the availability of funds, legislative appropriations, statutory changes, and further conditioned upon its satisfactory performance of all duties and obligations hereunder, as determined by DEO.

4. NOTICES:

a. All notices provided under or pursuant to this Agreement shall be in writing delivered to DEO's Agreement Manager identified in Section 2 of this Agreement by confirmed electronic mail, business mail service, or certified mail, return receipt requested. Any such notice, demand, request, or other communication shall be effective only if and when it is received by DEO's Agreement Manager.

b. If Recipient is unable to perform any service or is unable to make use of any funds awarded for a service provided for under this Agreement, Recipient shall share this information with DEO within five (5) working days of Recipient's discovery of the shortfall.

5. AMENDMENT AND MODIFICATION:

a. This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties, or as defined in Section 5(c) of this Agreement. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein. The Term of this Agreement may only be amended through formal written modification to this Agreement.

b. Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or other electronic transmission. Receipt of the

facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

c. DEO's Agreement Manager may authorize extensions for submission of deliverables identified in Exhibit A, *Scope of Work*, and Exhibit B, *Payment Plan*, without a requirement for written modification of the Agreement. Requests for extensions shall be in accordance with the following:

1. Requests for extension shall be in writing.
2. Requests for extension shall be submitted to DEO's Agreement Manager, in accordance with the notice requirements of Section 4 of this Agreement.
3. Requests for extension must be submitted ten (10) working days before the deliverable due date.
4. Requests for extension must state the reason for extension to the reasonable satisfaction of DEO's Agreement Manager. DEO's Agreement Manager may request additional documentation in evaluating a request for extension.

d. DEO's Agreement Manager shall respond in writing, to Recipient's Agreement Manager, to a request for extension within five (5) working days.

6. EXHIBITS:

Attached to and made a part of this Agreement are the following Exhibits, each of which is incorporated into and is an integral part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Payment Plan
Exhibit C	Audit Requirements
Exhibit D	Audit Compliance Certification
Exhibit E	Request for Payment

7. DUTIES AND OBLIGATIONS:

a. Recipient shall develop and implement programs and strategies, including but not limited to, those services, programs, and activities more particularly described in Exhibit A, *Scope of Work*.

b. Recipient shall avoid duplication of existing state and local services and activities and make a diligent effort to coordinate with other components of state and local economic development initiatives in connection with the development and implementation of the services, programs, and activities under this Agreement.

c. Subject to chapter 119, Florida Statutes (F.S.), Recipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State of Florida as a reference, or otherwise linking Recipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

8. PAYMENT:

a. Payments under this Agreement will be made to Recipient in accordance with applicable Florida laws and the General Appropriations Act for Fiscal Year 2014/15. Recipient acknowledges and agrees that only costs incurred during the Term of the Agreement, as defined in Section 3 above, are eligible for payment under the funding of this Agreement. Recipient acknowledges that all funding under this Agreement shall be expended pursuant to this Agreement. Funding shall be distributed pursuant to the schedule shown in Exhibit B, *Payment Plan*. All payments shall be subject to the terms of this Agreement, including the Exhibits and the terms governing sanctions. With regard to the use of funding provided under this Agreement, Recipient agrees as follows:

1. The funds shall be used to provide the deliverables identified in Exhibit A, *Scope of Work*.
2. Recipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Period.
3. Recipient shall refund to DEO any balance of unobligated funds which have been advanced or paid to Recipient.
4. Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its subcontractors are entitled under the terms and conditions of this Agreement.

b. In order to receive payments under this Agreement, Recipient will provide DEO's Agreement Manager with (1) an original Request for Payment as shown in Exhibit E; (2) proof that deliverable as described in Exhibit A, *Scope of Work*, has been completed; and (3) any additional documents requested by DEO's Agreement Manager to show successful completion of the deliverable.

1. Payment does not become due until the invoiced deliverable(s) and any required report(s) are approved by DEO.
2. DEO expressly reserves the right to withhold payment to Recipient until the documents, reports, and services required under this Agreement, and by law, are complete and acceptable to DEO.

3. If this Agreement is extended or renewed beyond the original Agreement period, additional documents, reports, and services in accordance with the requirements of Exhibit A, *Scope of Work*, and other documents requested by DEO to cover the extended Agreement period shall be submitted by Recipient.

c. Financial Consequences: As required by section 215.971, F.S., financial consequences shall be applied by DEO as follows:

1. If a deliverable, as described in Exhibit A, *Scope of Work*, is provided to DEO more than five (5) working days late, a financial consequence of \$50 per working day, with a maximum penalty of \$500, shall be assessed until the deliverable is received and accepted by DEO. A financial consequence shall not be assessed if the due date for the deliverable has been extended prior to the due date, in accordance with Section 5 of this Agreement.

2. If a deliverable, as described in Exhibit A, *Scope of Work*, is rejected by DEO because the deliverable is deemed to be insufficient, in DEO's reasonable discretion, then DEO shall provide notice to Recipient, in accordance with Section 4 of this Agreement. Recipient shall have five (5) working days from receipt of DEO's notice to provide a deliverable that DEO deems sufficient to satisfy the requirements in Exhibit A. If Recipient does not correct the deliverable within the five (5) working day period, a financial consequence of \$50 per working day with a maximum penalty of \$500, shall be assessed for each working day until the deliverable is received and accepted by DEO.

9. AVAILABILITY OF FUNDS:

DEO's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Legislature of the State of Florida for the specific purpose of funding DEO's obligations under this Agreement. In the event of a state revenue shortfall, the total funding may be reduced accordingly. DEO, in accordance with direction from the Governor and Legislature, shall be the final determiner of the availability of any funds.

10. WOMEN AND MINORITY VENDORS:

Recipient is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women owned businesses can be accessed from the website of Department of Management Services, Office of Supplier Diversity. With each invoice, Recipient shall report its expenditures to date to minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, Recipient shall submit a statement to this effect.

11. SUBCONTRACTS:

- a. Recipient shall be responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.
- b. Recipient may, as appropriate and in compliance with applicable law, subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, *provided, however,* that Recipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. Recipient shall not enter into subcontracts in which DEO could be held liable to a subcontractor for any expenses or liabilities. The Recipient shall defend and hold DEO harmless of any liabilities incurred under any of the subcontracts entered into by Recipient. Recipient shall be liable for all work performed and all expenses incurred as a result of any subcontract.
- c. Any and all contracts that Recipient executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of Recipient shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 17, AUDITS AND RECORDS, Section 18, ACCESS TO RECORDS, Exhibit C, *Audit Requirements*, and Exhibit D, *Audit Compliance Certification*, when applicable), coordinate with other components of state and local economic development systems, and avoid duplication of existing state and local services and activities.
- d. Any and all contracts that Recipient executes with a person or organization shall include provisions whereby Recipient and the subcontractors expressly agree to abide by all local, state, and federal laws.
- e. Recipient will provide DEO with a list and copies of all material subcontracts, which means those entered into necessary to the performance of Recipient's functions and duties related to its core mission, issued in conjunction with the projects undertaken and funds expended in the performance of this Agreement. Recipient need not provide, unless specifically requested by DEO, non-material contracts entered into for the normal operation of Recipient.

12. INDEPENDENT CAPACITY OF CONTRACTOR:

- a. The Parties agree that Recipient, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. Recipient agrees to take such steps as may be necessary to ensure that each subcontractor of Recipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

- b. Recipient shall not pledge the State of Florida's nor DEO's credit, nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

13. LIABILITY:

DEO shall not assume any liability for the acts, omissions to act, or negligence of Recipient, its agents, servants, or employees. In all instances, Recipient shall be responsible for any injury or property damage resulting from any activities conducted by Recipient.

- 14. INDEMNIFICATION:** (NOTE: If Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies or insures the other Party for the other Party's negligence.)

Recipient shall indemnify and hold DEO harmless to the extent permitted by section 768.28, F.S., from and against any and all claims or demands for damages resulting from personal injury, and damage to real or personal tangible property. Without exception, Recipient will indemnify and hold harmless the State of Florida and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Recipient.

15. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the Parties is a non-exclusive one which allows Recipient to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.

16. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES:

The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by federal, state or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

17. AUDITS AND RECORDS:

- a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- b. Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
- c. Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
- d. Recipient shall retain all Recipient's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Recipient shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
- e. Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.
- f. Recipient shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- g. Recipient shall inform DEO of the type of FINAL AUDIT REPORT that will be delivered at the end of the Agreement. Acceptable audits include:

 - 1. Within forty-five (45) days following the completion of all of the Activities, Recipient shall cause to be prepared at Recipient's expense and delivered to DEO a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that Recipient has complied with this Agreement (the Final Audit Report).
 - 2. In lieu of providing the Final Audit Report in such manner, if Recipient has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if Recipient has a state single audit or state project-specific audit pursuant to section 215.97, F.S. (the Florida Single Audit Act), prepared for the fiscal year in which this Agreement concludes, Recipient may provide to DEO at the time when such audit is completed (but not more than nine (9) months following the end of the fiscal year of Recipient) a report stating a professional opinion that Recipient has complied with this Agreement.
- h. Within sixty (60) days of the close of Recipient's fiscal year, on an annual basis, Recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit D) to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each

applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Recipient.

18. ACCESS TO RECORDS:

a. DEO may perform on-site reviews to independently validate any information or reports submitted to DEO. Recipient shall allow DEO's Agreement Manager and other DEO authorized personnel access to any information and any other documents requested by DEO for purposes of monitoring Recipient's performance.

b. Recipient must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records created or received by Recipient in connection with this Agreement as a public record is defined in section 119.011, F.S. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. Notice of public records requests received by Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

c. This Agreement may be terminated by DEO for refusal by Recipient to comply with Florida's public records laws or to allow public access to any non-exempt record made or received by Recipient in conjunction with this Agreement.

19. GOVERNING LAW:

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law; in any such action, the Parties waive any right to jury trial.

20. STRICT COMPLIANCE:

Recipient agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, state, and federal laws and regulations.

21. BREACHES AND REMEDIES:

a. In the event that Recipient fails to comply with any of the terms of this Agreement, DEO may exercise any remedies available at law or in equity, including, without limitation the right to (i) withhold and/or reduce funding to Recipient, and (ii) terminate this Agreement in accordance with the terms hereof.

b. In the event that DEO determines that a material default by Recipient of the performance of a duty, obligation, covenant, or agreement imposed on it or made by it in this Agreement or by law has occurred, DEO will provide notice and an opportunity to cure. Unless the notice states otherwise, based upon DEO's determination that the default must be cured immediately, the notice shall provide fifteen (15) calendar days following the date of notice within which to initiate action to correct the default and thirty (30) calendar days following the date of notice of default to either cure the default or demonstrate to DEO's satisfaction that corrective action is being taken that will likely result in curing the default within a period of time that DEO agrees is reasonable. In the event that Recipient fails to cure the default within the timeframe established above, DEO may exercise any remedy available to it under the law or in equity, including, without limitation, the right to terminate this Agreement immediately upon notice to Recipient.

c. Subject to compensation due Recipient for any work satisfactorily completed prior to any notice of termination, following the termination of this Agreement, all funds which as of that date were previously provided by DEO and not expended by Recipient shall revert to the State of Florida General Revenue Fund. The requirement for the return of and method of repayment of any remaining funds shall be at the sole discretion of DEO.

22. DISPUTE RESOLUTION:

The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. If informal efforts are unsuccessful, the Parties agree to engage a mutually accepted volunteer mediator to assist them in resolving any outstanding issues. If, within a reasonable time after engaging a mutually accepted volunteer mediator, the Parties are unable to resolve any outstanding issues, the Parties agree that formal resolution, including but not limited to any remedies available at law or in equity may be sought. The Parties agree that actions under this paragraph shall be in accordance with Section 19, GOVERNING LAW. This Section shall not be construed as a limitation on Section 14, INDEMNIFICATION.

23. SEVERABILITY:

If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

24. PRESERVATION OF REMEDIES:

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

25. DISCRIMINATORY VENDOR

Recipient shall disclose to DEO if it appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not:

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity; or
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

26. NON-DISCRIMINATION:

Recipient shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status

27. HARASSMENT-FREE WORKPLACE:

Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Recipient shall insert a provision in accordance with this Section, in all subcontracts for services in relation to this Agreement.

28. PUBLIC ENTITY CRIMES

Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold

amount provided in section 287.017, F.S., for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Recipient shall disclose to DEO if it is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

29. EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,
2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

(b) **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

(c) If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

30. LOBBYING:

a. Recipient shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Pursuant to section 11.062, F.S., Recipient shall insert a provision in accordance with this Section in all subcontracts for services in relation to this Agreement.

b. Recipient will keep DEO apprised on a current basis regarding requests for testimony or its participation in Congressional, Legislative, and/or other state or federal hearings, agency meetings, committees, task forces, etc. Recipient will provide written notice to DEO's Agreement Manager within ten (10) working days.

31. ATTORNEY FEES:

Unless authorized by law and agreed to in writing by DEO, DEO shall not be liable to pay attorney fees, interest, or costs.

32. NON-ASSIGNMENT:

a. Except as otherwise provided in this Agreement, Recipient may not assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of DEO, which consent will not be unreasonably withheld. Any assignment, delegation, or transfer in violation of this paragraph is void ab initio. Recipient hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of any and all assignment, delegation, or transfer.

b. DEO shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Recipient.

33. ENTIRE AGREEMENT:

This Agreement and the attached Exhibits A, B, C, D, and E, constitute a complete and exclusive statement of the terms and conditions of this Agreement and supersede and replace any and all prior negotiations, understandings and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing by the party against whom enforcement is sought.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEO:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

WILLIAM B. KILLINGSWORTH
Director, Division of Community Development

DATE: _____

WITNESS

**Approved as to Form and Legal Sufficiency,
Subject Only to Full and Proper Execution by
the Parties**

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

RECIPIENT:

CITY OF MASCOTTE

TONY ROSATO, MAYOR

DATE: _____

WITNESS

Exhibit A

Scope of Work

1. **Project Description:** The Recipient will investigate and review the general features of land located within the Recipient’s jurisdiction and those lands identified within the Interlocal Service Boundary Agreement and the Green Swamp Area of Critical State Concern (ACSC), such as topography, soil types, vegetation, wetlands and floodplain and aquifer recharge, and availability of infrastructure. In addition, the Recipient will prepare drafts of policies for the Future Land Use Element and Conservation Element of Recipient’s comprehensive plan along with a draft updated Future Land Use Map to address land within the Green Swamp ACSC.
2. **Recipient Responsibilities:** To perform the tasks and timely provide DEO with the deliverables identified in the table in Section 4 below pursuant to the terms of this Agreement; and to provide invoices for payment as provided in Exhibit B, Payment Plan.
3. **DEO’s Responsibilities:** Receive and review deliverables and, upon approval of deliverables, process payment. For draft documents provided to DEO for review and comment, DEO agrees to provide comments to the Recipient within 10 working days after DEO’s receipt of the draft document. See note 1 to the table in Section 4 below regarding DEO’s scope of review.
4. **Deliverables:** Recipient agrees to provide the following services as specified below:

Deliverables ¹	Performance Measures and Due Date	Financial Consequences
<p>Deliverable 1 – MAP OF GREEN SWAMP ACSC PARCELS AND LAND FEATURES</p> <p>Prepare a map of parcels within the Recipient’s jurisdiction that are located within Green Swamp ACSC and the Recipient’s Chapter 180, F.S., Utility Service Area Boundary with land features.</p>	<p>Due date: December 15, 2014</p> <p>A compact disc containing a geographic information system (GIS) parcel map of Green Swamp ACSC parcels in the City of Mascotte and parcels within the Chapter 180, F.S., Utility Service Area Boundary depicting the Green Swamp ACSC Boundary layer overlain with 100 year floodplain, wetlands, water and sewer lines, high recharge areas.</p> <p>A compact disc containing map layers/shapefiles or a web address where map layers/shapefiles of</p>	<p>As provided in Section 8.c. of this Agreement.</p>

	the above GIS information are available.	
Deliverable 1 - \$2,000		
<p>Deliverable 2: COMPREHENSIVE PLAN POLICIES FOR THE FUTURE LAND USE ELEMENT</p> <p>Draft comprehensive plan policies for the Future Land Use Element of Recipient's comprehensive plan that create a minimum of three land use districts for land within the Green Swamp ACSC establishing appropriate densities, intensities, open space, impervious areas, height limitations, and requirements for either onsite sewage treatment and disposal systems or connection to central sewer, and provide to DEO for review and comment. If DEO provides comments, the draft will be further revised to address DEO's comments.</p>	<p>Due date: April 30, 2015</p> <p>a. One hard (paper) copy and a compact disk containing a searchable Adobe Portable Document Format (PDF) containing draft comprehensive plan policies for the Future Land Use Element for land in the Green Swamp ACSC. The draft policies shall address any comments provided to the Recipient by DEO and shall create a minimum of three land use districts establishing appropriate densities, intensities, open space, impervious areas, height limitations, and requirements for either onsite sewage treatment and disposal systems or connection to central sewer.</p>	As provided in Section 8.c. of this Agreement.
Deliverable 2 - \$4,000		
<p>Deliverable 3: COMPREHENSIVE PLAN POLICIES FOR THE CONSERVATION ELEMENT</p> <p>Draft comprehensive plan policies for the Conservation Element that address development within the portion of Recipient's jurisdiction within the Green Swamp ACSC and provide to DEO for review and comment. If DEO provides comments, the draft will be revised to address DEO's comments.</p>	<p>Due date: April 30, 2014</p> <p>One hard (paper) copy and a compact disk containing a searchable Adobe Portable Document Format (PDF) containing draft comprehensive plan policies for the Conservation Element related to the Green Swamp ACSC. The draft policies shall address any comments provided to the Recipient by DEO and shall include policies that:</p> <ol style="list-style-type: none"> 1. Require development to be constructed on uplands 	As provided in Section 8.c. of this Agreement.

	<p>that are not located within the 100 year floodplain or within jurisdictional wetlands.</p> <ol style="list-style-type: none"> 2. Contain a mechanism to transfer density out of wetlands at a ratio of one unit per 20 acres. 3. Contain a requirement to submit detailed flood studies for parcels proposing development on sites containing more than 5 acres or 50 lots within the 100 year floodplain. 4. Include setbacks from wetlands and mean high water for principal and accessory structures. 	
Deliverable 3 - \$4,000		
<p>Deliverable 4: DRAFT FUTURE LAND USE MAP</p> <p>Draft future land use map with assigned land uses for properties within the Green Swamp ACSC and Chapter 180, F.S., Utility Service Area portions of Recipient's jurisdiction. The draft future land use map shall be submitted to DEO for review and comment. If DEO provides comments, the draft map will be revised to address DEO's comments.</p>	<p>Due date: May 29, 2015</p> <ol style="list-style-type: none"> a. A compact disc containing a geographic information system (GIS) parcel map of Green Swamp ACSC parcels in the Recipient's jurisdiction and within the Recipient's Chapter 180, F.S., Utility Service Area Boundary depicting the Green Swamp ACSC Boundary layer and draft future land use map designations for those parcel within the Recipient's jurisdiction. The map shall address any changes or comments provided by DEO. b. A compact disc containing map layers/shapefiles or a web address where map layers/shapefiles of the GIS information are available. 	<p>As provided in Section 8.c. of this Agreement.</p>

Deliverable 4 - \$5,000

¹**NOTE:** For the purpose of this Agreement, DEO's review of draft documents is not a compliance review under the Community Planning Act. Rather, DEO's review and comments will be based on sound planning principles and the requirements of sections 163.3177 and 163.3178, Florida Statutes.

5. Financial Consequences for Failure to Timely and Satisfactorily Perform:

The applicable financial consequences are identified in Section 8.c. of this Agreement. The provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided in Section 21 of this Agreement.

6. Notification of Instances of Fraud:

Instances of Recipient operational fraud or criminal activities shall be reported to DEO's Agreement Manager within twenty-four (24) chronological hours.

7. Recipient's Responsibilities upon Termination:

If DEO issues a Notice of Termination to Recipient, except as otherwise specified by DEO in that notice, the Recipient shall:

- a. Stop work under this Agreement on the date and to the extent specified in the notice.
- b. Complete performance of such part of the work as shall not have been terminated by DEO.
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest.
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

End of Exhibit A (Scope of Work)

Exhibit B**Payment Plan**

Deliverable	Due Date	Payment Amount
Deliverable 1: Map of Green Swamp ACSC parcels and land features	December 15, 2014	\$2,000
Deliverable 2a: Draft Green Swamp ACSC Comprehensive Plan Policies for Future Land Use Element	April 30, 2015	\$4,000
Deliverable 3: Draft Green Swamp ACSC Comprehensive Plan Policies for Conservation Element	April 30, 2015	\$4,000
Deliverable 4: Draft Future Land Use Map showing lands within the Green Swamp ACSC portion of Recipient's jurisdiction	May 29, 2015	\$5,000
		TOTAL \$15,000

Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Section 4 of the Scope of Work (Exhibit A).

Recipient shall provide one (1) invoice per deliverable for all work performed during the applicable period of time. Each invoice shall include the following information:

- a. Recipient name and address;
- b. Invoice date;
- c. Invoice number;
- d. Dates of services;
- e. Grant number;
- f. Deliverable number and description; and
- g. Amount being requested.

NOTE: No partial or pro-rated payments will be made without prior written modification in accordance with Section 5 of this Agreement.

**End of Exhibit B (Payment Plan)
Exhibit C**

Audit Requirements

The administration of resources awarded by DEO to Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by DEO staff to Recipient regarding such audit. Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, Recipient must have a single or program specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. ATTACHMENT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, Recipient shall consider all sources of Federal awards, including Federal resources received from **DEO**. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
2. If Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e.,

the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

3. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
4. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if Recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of DEO of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. ATTACHMENT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from Recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/fsaa/statutes.html>.

PART III: OTHER AUDIT REQUIREMENTS

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of Recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of Recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of Recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

End of Exhibit C

ATTACHMENT 1 TO

EXHIBIT C

FEDERAL RESOURCES AWARDED TO RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Awarding Agency:	Department of Economic Opportunity
State Project:	Growth Management Implementation Technical Assistance
CSFA #:	40.024
Award Amount:	\$15,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Activities are limited to those in the Scope of Work

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to Recipient.

**Exhibit D
Audit Compliance Certification**

Recipient Name: _____

FEIN: _____ Recipient's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and DEO of Economic Opportunity (DEO)? ___Yes ___No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ___Yes ___No

If yes, Recipient certifies that it will timely comply with all applicable state single or project specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of DEO of Financial Services and the Auditor General.

2. Did Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and DEO? ___Yes ___No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ___Yes ___No

If yes, Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**Exhibit E
Request for Payment**

RECIPIENT: _____

GRANT NUMBER: _____ DATE OF REQUEST: _____

RECIPIENT requests payment for the following tasks/deliverables:

INVOICE NUMBER: _____

Task #	Description of Deliverable	Invoice Period	Amount
-----	Total		

Minority/Women-Owned Businesses

With each invoice, Recipient shall report its expenditures to date to minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, Recipient shall submit a statement to this effect (see example below).

EXAMPLE:

For the reporting period _____ to _____, no expenditures were made under this grant to minority or women-owned businesses.

Signature

Date



PROPOSAL FOR PROFESSIONAL SERVICES

October 21, 2014

Mr. Jim Gleason, ICMA-CM
City of Mascotte, Florida
100 East Myers Boulevard
Mascotte, Florida 34753
Phone (352) 429-3341
Hereinafter referred to as **Client**.

AND

Land Image Consulting, PLLC
P.O. Box 547624
Orlando, Florida 32854-7624
Phone (407) 399-3405
Hereinafter referred to as the **Land Image**.

Re: Proposal for Continuing Planning Services:
#00344

LIC

Dear Mr. Gleason,

Land Image Consulting, PLLC is pleased to provide this Proposal for Professional Services to the City of Mascotte, Florida (Client). This Proposal is offered to the Client by Land Image, in accordance with the Scope of Services described above, attached Professional Fee Schedule, attached General Conditions, and the City of Mascotte Purchasing Policy.

1.0 PROJECT UNDERSTANDING

1.1 In April of 2013 the City's previous planning consulting firm discontinued its line of professional services provided to the City of Mascotte staff. The City has determined that it desires to move forward with the Continuing Planning Services Consultant model rather than to budget an additional staff member. The City wishes to extend the contract for services currently provided by Land Image.

Over the last eighteen months, Land Image has provided assistance the City of Mascotte with a number of planning projects and services. This has allowed Land Image to develop a better understanding of the City's Comprehensive Plan, ordinances, and procedures and processes. Additionally, the Land Image presence and involvement in West Orange and Lake Counties allows Land Image staff to support staff in local and regional initiatives with a deep understanding of the various local governmental agencies. Finally, Land Image has not provided services for any property located within the City; as such, Land Image has no potential conflicts of interest. Therefore, Land Image understands that it is uniquely qualified to provide these Continuing Planning Services to the City of Mascotte. The City has recognized this and intends to select Land Image as a sole source consultant.

This proposal is for services to be completed from **October 1, 2014**, through **September 30, 2015**, which is the end of the City of Mascotte 2014-2015 budget year. Should the City of Mascotte desire,

this Proposal may extend through the 2015-2016 budget year.

2.0 SCOPE OF SERVICES

PART I – General City Planning Support

- 2.1 **Project Management** – In addition to the services detailed below, Land Image shall coordinate its work with the Client’s representative and project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 **Coordination of the Work of Subconsultants** – The Client hereby acknowledges and agrees that Land Image will assume responsibility for the coordination of work produced by any subconsultants to Land Image as Project Manager for the project as it related to this scope. However, the Client agrees that Land Image shall not bear any liability for the technical accuracy of work prepared by others. All professionals working on the project shall bear separate responsibility and liability for the work prepared by their own entity.
- 2.3 **Existing Data** – Land Image shall work with City staff, applicants, and previous planning consultants to attain necessary base file information for special projects.
- 2.4 **General Application Review Consultation** – Land Image will provide on-call, permit and application related, general planning consulting services to the City of Mascotte. In particular, Land Image will assist the City staff (in particular, the City Manager, City Clerk, City Building Official, and Code Enforcement Officer), as needed, with the review and approval of general residential and commercial planning applications. These applications would be those that are filed by City residents or interested business owners for projects such as driveways, accessory buildings, patios, fences, etc. Land Image will also respond, as requested by City staff, to “Requests for Zoning and Development Information” documents that may be filed. These permit-related services will mostly be coordination with City staff via telephone and email. Land Image will adhere as instructed to directions set forth by the City Manager and City Clerk for applications that will be processed under the Development Application review portion of this scope.
- 2.5 **Development Review Meetings for Pre-Applications** – Land Image will provide on-call, zoning and development related, general planning consulting services to the City of Mascotte. In particular, Land Image will attend up to two (2) “Informal Development Review” meetings per month. These meetings will take place as scheduled and as deemed necessary by the City Manager. The City staff will schedule potential zoning and development applicants (for projects such as re-zonings, subdivisions, commercial site plans, planned unit developments, conditional use permits, variances, etc.) during each meeting. Land Image staff will participate in the meeting and assist the City staff in providing information to potential applicants related to the Comprehensive Plan, Land Development Code, and City development procedures. Land Image staff will also explain the “Zoning and Development Application”, pass-through ordinance, application fees, and review schedule.

PART II – Development Application Review

- 2.6 **Planning Application Review** – Land Image will provide on-call, development application related, and general planning consulting services to the City of Mascotte. Specifically, Land Image will assist the City staff in the review of development-related applications (for projects such as annexations, re-zonings, comprehensive plan changes, site development plans, preliminary subdivision plans, etc.). Land Image will formally review the application, development plans, and supporting documents; provide comment on such documents as required (returning comments in written form to the City

Clerk, Manager, and Attorney); review any revised documents provided to the City; prepare a "Planning Staff Report" for each application; and present the application to the Planning and Zoning Board, Board of Zoning Adjustment, and/or City Council, as required.

Land Image will provide the services described above on a "time and expenses" fee basis according to the attached Professional Fee Schedule. It is understood by the City and Land Image that these fees will be collected from the applicant subject to the Pass Through Ordinance in place and have the collection and scheduling of approval meetings at the discretion of the City Manager per applicant (if required).

PART III – Planning, Land Use, & Zoning Special Projects

2.7 **Special Projects** – Land Image will provide on-call planning services to the City of Mascotte for special projects initiated by the City and required by regulating agencies. In particular, Land Image will assist the City staff on special projects such as writing and presenting ordinances amending the City Land Development Code; researching and writing grant applications for planning and infrastructure projects; preparing documents required by State agencies; and facilitating planning activities such as economic development, community visioning and public involvement.

As the City determines that a potential project, such as the above, should be undertaken, Land Image will provide the City staff with a fixed fee cost (including expenses) to complete the work. The City will authorize the project through the completion of a "Work Authorization" form to be provided by Land Image and executed by the City Manager.

3.0 CONCLUSION

Land Image appreciates your interest in our services and is prepared to begin work immediately upon receipt of this executed Proposal for Professional Services.

4.0 COMPENSATION

4.1 **Part I** – The fee for Part I, General City Planning Support, shall be billed using the hourly rate of \$75 per hour, or as an agreed upon fixed fee per month.

4.2 **Part II** – The fee for Part II, Development Application Review, shall be billed using the hourly rate of \$75 per hour.

4.3 **Part III** – The fee for Part III, Planning, Land Use, and Special Projects, shall be billed as a lump sum fee generated on a per project basis with each "Work Authorization" form.

4.4 **Direct Costs** – Direct costs incurred in completing the scope of services shall be included in the fees stated above. Direct costs may include, but are not limited to, costs for reprographics, printing, photocopying services.

4.5 **Subconsultant Fees** – Fees for subconsultants working on this project under direct contract with Land Image shall be included in the fees for each part of the scope of services detailed above.

5.0 PROFESSIONAL FEE SCHEDULE

I. PROFESSIONAL STAFF

	U.S. \$
a) Project Manager.....	Hr 75.00

II. SUPPORT STAFF

		<u>U.S. \$</u>
b) Technical Assistant.....	Hr	50.00
c) Clerical/Word Processing.....	Hr	50.00
d) Subcontract and Other Outside Services	Cost	+15%

6.0 SUPPLEMENTAL TERMS OF AGREEMENT

SECTION 1: INDEMNITY PROVISIONS

- a. Land Image Consulting, PLLC, agrees to indemnify, hold harmless, and defend the City of Mascotte from and against any loss, damage, injury, claim, and liability arising from and to the extent caused by the negligent acts or omissions of Land Image Consulting, PLLC, its agents and subcontractors, but subject to the limitations of liability set forth in Section 4 of this Agreement. Further, the City of Mascotte agrees to indemnify, hold harmless, and defend Land Image Consulting, PLLC, against any loss, damage, injury, claim or liability not caused by or arising from the acts or omissions of Land Image Consulting, PLLC.
- b. The City of Mascotte hereby waives all claims for indemnity and contribution (and related theories) for claims which are otherwise covered (or would be ordinarily covered) when made directly to Land Image Consulting, PLLC, or its subcontractors under Worker's Compensation insurance provided by Land Image Consulting, PLLC, or its subcontractors.

SECTION 2: STANDARD OF CARE

- a. Land Image Consulting, PLLC, represents that the services performed under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time in the same or similar locality.
- b. No other warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made.

SECTION 3: INSURANCE

- a. Land Image Consulting, PLLC, represents that it and its agents, consultants, and subcontractors employed by it, have procured Worker's Compensation insurance and that Land Image Consulting, PLLC, has coverage under liability insurance policies which Land Image Consulting, PLLC, deems reasonable and adequate. Land Image Consulting, PLLC, shall furnish certificates of insurance upon request. If the City of Mascotte requests specific inclusions or limits of coverage that are not present in Land Image Consulting, PLLC's insurance, the cost of such inclusions or coverage increases, if available, shall be at the expense of the City of Mascotte.

SECTION 4: LIMITATIONS OF LIABILITY

- a. IT IS AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WILL LIMIT LAND IMAGE CONSULTING, PLLC'S TOTAL AGGREGATE LIABILITY TO CLIENT TO \$50,000 OR THE AMOUNT OF LAND IMAGE CONSULTING, PLLC'S FEE WHICH HAS BEEN ACTUALLY PAID TO AND RECEIVED BY LAND IMAGE CONSULTING, PLLC, WHICHEVER IS LESS, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES EXPENSES OR CLAIM EXPENSES (INCLUDING ATTORNEY'S AND EXPERT WITNESS FEES) ARISING OUT OF THIS AGREEMENT OR THE SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, LAND IMAGE CONSULTING, PLLC'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, STATUTORY LIABILITY, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATIONS, ENVIRONMENTAL LIABILITY OR OTHER ACTS GIVING RISE TO LIABILITY BASED UPON CONTRACT, TORT OR STATUTE. IT IS EXPRESSLY AGREED THAT THE REMEDY STATED HEREIN IS THE CLIENT'S EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGE(S) ARISING OUT OF THIS AGREEMENT OR SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.
- b. The City of Mascotte further agrees to notify any contractors or subcontractors who may perform work in connection with any design, report or study prepared by Land Image Consulting, PLLC, of such limitation of liability for breach of contract, errors, omissions or negligence and require as a condition precedent to their performing their work a like limitation of liability on their part as against Land Image Consulting, PLLC.
- c. The City of Mascotte and Land Image Consulting, PLLC, agree that neither will be liable to the other for consequential damages incurred due to the fault of the other. Said damages include, but are not limited to, loss of use and lost profits.
- d. Notwithstanding the above, all claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the City of Mascotte in writing and received by Land Image Consulting, PLLC, within one (1) year after the City of

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Mascotte reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by the City of Mascotte later than two (2) years after Land

Image Consulting, PLLC's completion of services with respect to which the claim is made.

Mr. Gleason:

We look forward to providing our services to the City of Mascotte. If you find these terms acceptable please sign where indicated below and return one signed original to me for my files. Please contact me at any time if you have any questions.

Sincerely,



Maxwell D. Spann, FIA APA

AGREED TO AND ACCEPTED BY:

Accepted by the City of Mascotte, this _____ day of _____, 2014.

By:

Tony Rosado, Mayor

Jim Gleason, Manager

Attest:

Michelle Hawkins, Clerk