

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2025 by and between the **CITY OF BELLE ISLE**, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the "City") and **Fisher Planning and Development Services, Inc.** (herein "Firm").

1.0 SERVICES OF FIRM

1.1 Scope of Services.

During the term of this Agreement, April Fisher with the Firm will serve as the City's Interim City Planner and provide general planning services to the City. The scope of services to be provided by the Firm will include those matters set forth in **Attachment A** attached hereto and incorporated herein by this reference and other matters that are typical for the City's City Planner.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Firm shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against CITY hereunder.

1.4 Care of Work.

The Firm shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by CITY, except such losses or damages as may be caused by CITY's own negligence.

1.5 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

2.0 COMPENSATION

For the services rendered pursuant to this Agreement, the Firm shall be compensated by the City a fixed fee of **\$5,950.00** per month. The Firm will invoice the City no more than once per month. The City will make payments of invoices timely in accordance with Florida's Local Government Prompt Payment Act.

3.0 TERM

The initial term of this Agreement shall commence on the date when the last of the parties execute this Agreement and end three (3) months thereafter. The City Manager shall have the right to extend the term of this Agreement for up to an additional three (3) months.

4.0 INDEPENDENT CONTRACTOR.

The Firm is an independent contractor. Neither CITY nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of Firm's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Firm shall perform all services required herein as an independent Firm of CITY and shall remain at all times as to CITY a wholly independent Firm with only such obligations as are consistent with that role. CITY shall not in any way or for any purpose become or be deemed to be a partner of Firm in its business or otherwise or a joint venturer or a member of any joint enterprise with Firm.

5.0 PUBLIC RECORDS.

Firm acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, records in Firm's possession relating to Project(s) and work performed for the City are subject to inspection and copy pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, deemed confidential, or excepted by applicable law. Firm shall comply with Chapter 119, Florida Statutes, and specifically with the "Contractor" requirements of Section 119.0701(2)(b), Florida Statutes concerning public records, which statutory requirements are hereby incorporated herein by this reference. **IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF BELLE ISLE, ATTN: CITY CLERK, TELEPHONE: 407-851-7730, EMAIL: yquiceno@belleislefl.gov; 1600 Nela Avenue, BELLE ISLE, FLORIDA 32809.**

6.0 RECORDS AND REPORTS

6.1 Reports.

Firm shall periodically prepare and submit to the City Manager such reports and status

updates concerning the performance of the services required by this Agreement as the City Manager shall require.

6.2 Release of Documents.

The reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City Manager.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Florida Law.

The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.

7.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or the Firm's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds.

Firm hereby authorizes CITY to deduct from any amount payable to Firm (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and (ii) all amounts for which CITY may be liable to third parties, by reason of Firm's acts or omissions in performing or failing to perform Firm's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Firm, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of CITY to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Firm to insure, indemnify, and protect CITY as elsewhere provided herein.

7.4 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be

deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The sole and exclusive venue for any litigation shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

7.7 Termination Prior to Expiration of Term.

CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Firm. The Firm reserves the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days' written notice to CITY, except that where termination is due to the fault of CITY, the period of notice may be no less than ten (10) days. In the event of early termination of this Agreement, the Firm will be paid for services rendered prior to the effective date of the termination of this Agreement on a pro-rata basis, and will not receive payment for time after the effective date of termination.

7.8 Attorneys' Fees.

Each party shall bear their own attorneys' fees and costs in any litigation arising out of this Agreement.

7.9 Sovereign Immunity.

Nothing contained in this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

8.0 CONFLICTS OF INTEREST/NON-DISCRIMINATION

8.1 Conflict of Interest.

No officer or employee of CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested, in violation of any State statute or regulation. The Firm warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Firm shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of CITY, to City Manager at the City's address specified in the opening paragraph of this Agreement along with a copy via email to rickr@belleislefl.gov; and in the case of the Firm, notice is to be sent to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Insurance.

The Firm shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

A. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00).

B. Workers compensation insurance for its employees and other applicable insurance as may be required by the State of Florida.

C. Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers.

Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.7 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions

or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF BELLE ISLE

Fisher Planning and Development Services, Inc.

Nicholas Fouraker, Mayor

April Fisher, President

ATTEST:

Yolanda Quiceno, City Clerk