

GENERAL PLANNING SERVICES AGREEMENT

with the

CITY OF BELLE ISLE, FLORIDA

This **AGREEMENT** is made and entered this _____ day of _____, 2017, by and between Fisher Planning and Development Services, Inc. (hereinafter referred to as the "Consultant") and the **City of Belle Isle** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the Consultant to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Land Development Code, and Official Zoning Map; all of which is detailed in "Attachment A", Scope of Work, and is a part of this Agreement.
- B. The CONSULTANT desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the CONSULTANT to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the CONSULTANT shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The CONSULTANT shall perform, in a satisfactory and proper manner, the work and services detailed in "Attachment A - Scope of Work", and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a monthly fixed fee agreement. The fixed fee for General Planning Services ("Attachment A") is **\$5,000 (five thousand dollars) each month**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for the Generalized Planning Services of **\$5,000 (five thousand dollars)** to be paid each month. Payment shall be made upon receipt of an acceptable completed invoice from the CONSULTANT, which shall be presented to the CITY finance manager.

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. STATUS AS INDEPENDENT CONTRACTOR

The CONSULTANT shall always occupy the status of independent contractor and not the status of employee, and shall be responsible for all taxes on monies earned, and shall not be a covered employee of the City for any health insurance, life insurance, social security, unemployment compensation, workers' compensation, or other City benefit purposes.

V. PERIOD OF AGREEMENT

The services of the CONSULTANT are to commence upon execution of this agreement. The term of this Agreement is for a one-year period. This Agreement may be renewed, by mutual agreement, for additional periods up to a cumulative total of three (3) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this Agreement.

VI. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the CONSULTANT pursuant to this Agreement. Such changes mutually agreed upon by and between the CITY and the CONSULTANT shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VII. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days.

- C. In the event the Agreement is terminated; the CONSULTANT shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VIII. COMPLIANCE WITH LAWS

The CONSULTANT warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

IX. DATA TO BE FURNISHED TO CONSULTANT

Upon reasonable request of the CONSULTANT, the CITY shall provide to the CONSULTANT, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the CONSULTANT under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all of work products shall become the property of the CITY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Additionally, this Agreement supersedes and replaces any previous Agreement the CITY had executed with the CONSULTANT or April W. Fisher.

XIII. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall be required to provide continuing Professional Liability Insurance in the amount of \$500,000 Per Claim and Aggregate to cover the period of this Agreement. A copy of the Professional Liability Insurance Certificate is provided as "Attachment B".

XIV. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement or their application to either parties or circumstances.

XV. GOVERNING LAW AND VENUE

This Agreement and the terms, conditions, and covenants contained in it shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding filed rising out of or to enforce any provision of this Agreement shall be filed in the state court in Orange County, Florida.

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

CITY OF BELLE ISLE

**FISHER PLANNING AND
DEVELOPMENT SERVICES, INC.**

Lydia Pisano, Mayor

April Fisher, AICP, President

Attest:

Yolanda Quiceno, City Clerk

Approved as to legal form and sufficiency:

City Attorney

"Attachment A"

CITY OF BELLE ISLE
SCOPE OF WORK FOR GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The CONSULTANT shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.

The CONSULTANT shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and identification of other technical/professional review services needed such as transportation engineering review, and (e) consistency with the Land Development Regulations and Comprehensive Plan.

- B. The CONSULTANT shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members by reviewing and providing recommendations on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, zoning review of permits for items such as fences, accessory structures, and swimming pools).
- C. The CONSULTANT shall provide technical assistance on revisions to the Land Development Regulations.
- D. The CONSULTANT shall attend and make presentations at Planning and Zoning Board meetings and City Council meetings as needed to carry out the duties identified in this Scope of Work.
- E. The CONSULTANT shall coordinate training sessions with the elected officials, Planning and Zoning Board and CITY staff members on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary and requested.

II. ROUTINE MAPPING (ON GIS BASE MAP)

- A. The CONSULTANT shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The CONSULTANT shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

"Attachment B"



CERTIFICATE OF LIABILITY INSURANCE

FISHE-2 OP ID: KM

 DATE (MM/DD/YYYY)
 10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Erin K. Kelley	CONTACT NAME: Kristin McIntosh PHONE (A.C. No. Ext): 321-445-1117 E-MAIL: ekelley@jcj-insurance.com FAX (A.C. No.): 321-445-1076														
INSURED Fisher Planning and Development Services, Inc. 6750 Bay Shore Drive St. Cloud, FL 34771	<table border="1"> <tr> <th data-bbox="760 583 1209 609">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1209 583 1302 609">NPIC #</th> </tr> <tr> <td data-bbox="760 609 1209 634">INSURER A - Liberty Ins. Underwriters</td> <td data-bbox="1209 609 1302 634">19917</td> </tr> <tr> <td data-bbox="760 634 1209 659">INSURER B:</td> <td data-bbox="1209 634 1302 659"></td> </tr> <tr> <td data-bbox="760 659 1209 684">INSURER C:</td> <td data-bbox="1209 659 1302 684"></td> </tr> <tr> <td data-bbox="760 684 1209 709">INSURER D:</td> <td data-bbox="1209 684 1302 709"></td> </tr> <tr> <td data-bbox="760 709 1209 735">INSURER E:</td> <td data-bbox="1209 709 1302 735"></td> </tr> <tr> <td data-bbox="760 735 1209 760">INSURER F:</td> <td data-bbox="1209 735 1302 760"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NPIC #	INSURER A - Liberty Ins. Underwriters	19917	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADDL. SUBR.	INSUR. DWP	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> EACH <input type="checkbox"/> PER <input type="checkbox"/> AGG. OTHER:						EACH OCCURRENCE GENERAL AGGREGATE MEDICAL (per person) PERSONAL & ADJ. INJURY GENERAL AGGREGATE PRODUCTS - COMMODITY / S.G. OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> AUTO <input type="checkbox"/> NON-AUTO <input type="checkbox"/> HYBRID AUTO						BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE OTHER:
	UMBRELLA LIAB. EXCESS LIAB. RETENTION						EACH OCCURRENCE AGGREGATE OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYERS' LIABILITY EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS/LOCATIONS						MEDICAL BODILY INJURY BODILY INJURY - POLICY LIMIT OTHER:
A	Professional Liab			AEXCHABDSWQ001	10/21/2016	10/21/2017	Per Claim 500,000 Aggregate 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FORPROP For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Erin K. Kelley

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ACORD 25 (2014/01)

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