

**CITY OF CLEWISTON**  
**AGREEMENT FOR URBAN PLANNER OF RECORD, COMMUNITY**  
**DEVELOPMENT, AND GRANT-FUNDED SERVICES**

THIS SERVICE AGREEMENT is entered into and effective this [redacted] day of [April], 2025 (the “Effective Date”), by and between the CITY OF CLEWISTON, a Florida municipal corporation with offices located at 115 W. Ventura Ave, Clewiston, FL 33440 organized and existing in accordance with the laws of the State of Florida, hereinafter the “City”; and Land Smart, LLC a Florida corporation with offices located at 4704 Vincennes Blvd, Cape Coral, FL 33904, hereinafter the “Consultant” and collectively with the City, the “Parties”.

**WITNESSETH**

The City and the Consultant, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Consultant shall provide planning, zoning, community development, training, and grant funded services as needed by the City and pursuant to all applicable statutory, licensing, and City code requirements.

2. **COMPENSATION:** In consideration of the above Scope of Services, pricing shall be pursuant to the prices provided in the Clewiston Fee and Application Schedule attached hereto as Exhibit A, and Consultant Fee Schedule as Exhibit B for non-routine planning services and grant application.

3. **TERM; TERMINATION; NOTICE:** This Agreement shall be for a term of 14 Months commencing on the Effective Date and terminated May 17<sup>th</sup>, 2026. This Agreement may be terminated by either party upon 30 days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand-delivered to the Parties during regular business hours at the following addresses:

City	Consultant
City of Clewiston 345 Clewiston Drive Clewiston, FL 33469 Attn: [Division Head]	Land Smart LLC 4704 Vincennes Blvd Cape Coral, FL 33904 Tom@CapeLand.net

4. **TIME; CHANGE ORDERS:** Consultant is aware that price and time are of the essence in this contract and that prompt and timely performance of all such obligations is strictly required. If conditions change that would require an increase in price, scope, or time for performance Consultant must notify the City in writing detailing the conditions that have changed and requesting a change order to the contract within 30 days prior to the applicable performance date. Consultant shall not proceed with any change to its obligations under a change order request unless documented in a Change Order executed by both Parties. If the Consultant requests a change order prior to the change order deadline, the City at its discretion may accept the change order as is or with modifications, deny the change order, re-advertise and re-solicit providers for the required goods or services or terminate this contract. At any time after execution of this Agreement but prior to Consultant's delivery of the Goods, the City reserves the right at its discretion to change, modify, revise add, or remove any part of its order for the Goods as described by this Agreement and any Exhibits, if applicable. If any such change to the City's order causes an increase or decrease in the cost of the Goods or causes a change in the time required for delivery of the Goods, the City shall make an equitable adjustment to the contract price, the delivery schedule, or both. Any change to the City's order for the Goods and any subsequent equitable adjustment to the terms of this Agreement shall be effectuated through a written Amendment to this Agreement as executed by both Parties pursuant to Section 15. of this Agreement.

5. **INSURANCE:** The Consultant shall maintain General and Professional Liability Insurance in the amount of \$1,000,000 and shall name the City as an "additional insured" on the liability portion of the insurance policy. The Consultant shall indemnify the City against claims arising from its services, except in cases of City negligence.

6. **INDEMNIFICATION:** The Consultant shall at all times indemnify, defend and hold harmless the City, its agents, servants, and employees, from and against any claim, demand, or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Consultant, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

7. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof,

the Consultant certifies that it, its affiliates, suppliers, subConsultants, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

**8. DISCRIMINATORY VENDOR'S**

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this agreement or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subconsultants, and consultants who will perform hereunder, have not been placed on the discriminatory vendor lists maintained by the State of Florida Department of Management Services list.

**9. INDEPENDENT CONSULTANT:** It is specifically understood that the Consultant is an independent Consultant and not an employee of the city. Both the City and the Consultant agree that this Agreement is not a contract for employment and that no relationship of employee-employer or principal-agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

**10. INSPECTOR GENERAL:** Consultant agrees the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts, and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the City shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the city, as well as Consultants and lobbyists of the city in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

**11. E-VERIFY ELIGIBILITY:** The Consultant warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Consultant shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers, and (2) verify that all of the Consultant's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Consultant shall obtain from each of its sub-consultants an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Consultant shall maintain a copy of any such affidavit from a sub-consultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The City shall terminate this Agreement if it has a good faith belief that the Consultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Consultant has a good faith belief that the Consultant's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the City shall notify the Consultant to terminate its contract with the sub-consultant and the Consultant shall immediately terminate its contract with the sub-consultant. In the event of such contract termination, the Consultant shall be liable for any additional costs incurred by the City as a result of the termination.

**12. SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes* and that it is not engaged in a boycott of Israel. The city may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Consultant has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Consultant is engaged in a boycott of Israel. For Contracts over \$1M, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Consultant further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida*

*Statutes*. The city may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Consultant has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the city may terminate this Agreement at the City's option if the Consultant is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

**13. ATTORNEY'S FEES:** In the event, a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

**14. FORCE MAJEURE:** The Consultant shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Consultant or its subConsultants and without their fault or negligence. Such causes include but are not limited to acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

**15. CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Hendry County should any dispute arise with regard to this Agreement.

**16. AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The Consultant shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the City.

**17. PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Consultant must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request from the City's custodian of public records, the Consultant must provide the City with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Consultant who fails to provide the public records to the city or fails to make them available for inspection or copy within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*.

Further, the Consultant shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement of the Agreement if the Consultant does not transfer the records to the City. Finally, upon completion of the Agreement, the Consultant shall transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CITY CLERK, RECORDS CUSTODIAN FOR THE CITY, AT (863) 983-1484, OR AT [lakisha.burch@clewiston-fl.gov](mailto:lakisha.burch@clewiston-fl.gov), OR AT 115 W Ventura Ave, Clewiston FL.**

**18. HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting, or enforcing this Agreement.

**19. SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

**20. WAIVER:** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Consultant of the same, or any other provision or the enforcement hereof. The City's consent to or approval of any act requiring the City's consent or approval of any act by the Consultant

shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of, whether similar to the act so consented or approved.

**21. ENTIRE AGREEMENT:** This seven-page Agreement and attached exhibits constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement.

**22. AUTHORITY TO OBLIGATE:** Each person signing this agreement on behalf of either Party individually warrants that he or she has the full legal power to execute this agreement on behalf of the Party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date and year first above written.

**Witnesses:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name printed or type written)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name printed or type written)

**Attest:**

\_\_\_\_\_  
Lakisha Burch  
City Clerk

**Land Smart, LLC**



\_\_\_\_\_  
(Signature)

**Tom Slaughter**

\_\_\_\_\_  
(Name printed or type written)

**Co-owner, Land Smart LLC**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

**4704 Vincennes Blvd  
Cape Coral, FL 33904**

**City of Clewiston, FL**

\_\_\_\_\_  
**By: Jimmy Pittman, Mayor**