

# PLANNING ADVISORY SERVICES AGREEMENT

with the

## TOWN OF DUNDEE

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **Town of Dundee** (hereinafter referred to as the "TOWN").

### BACKGROUND

- A. The TOWN desires to engage the COUNCIL to provide professional planning services to assist the TOWN in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and TOWN staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The COUNCIL 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 TOWN engages the COUNCIL to assist the TOWN 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 COUNCIL shall provide the professional services required under this Agreement with the TOWN.

### II. SCOPE OF WORK

The COUNCIL 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 fixed fee agreement. The fixed fee for General Planning Services (I-II in Attachment A), and Specialized Planning Service to provide training to the Town regarding calculation of stormwater utility fees and ERCs (IV and V in Attachment A) is **\$30,000 (thirty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the TOWN agrees to pay a fixed fee for both the

Generalized and Specialized Planning Services of **\$30,000 (thirty thousand dollars)** to be paid in three (3) payments, beginning upon execution of this agreement and a final payment due July 1, 2023. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the TOWN. Payments will be due as follows:

Upon Agreement Execution	\$15,000
April 1, 2023	\$7,500
July 1, 2023	\$7,500

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

#### **IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this agreement.

#### **V. NOTICES**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

A. If to the TOWN: Town of Dundee  
Attention: Town Manager  
P.O. Box 1000  
Dundee, Florida 33838

With copies to: *(shall not constitute notice)*  
Frederick J. Murphy, Jr., Esquire  
Town Attorney  
Boswell & Dunlap LLP  
Post Office Drawer 30  
Bartow, Florida 33831-0030

B. If to COUNCIL: Central Florida Regional Planning Council  
Executive Director  
555 E. Church Street  
Bartow, Florida 33830

#### **VI. MODIFICATION OF AGREEMENT**

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the TOWN and the COUNCIL 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 TOWN 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. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

## **VIII. COMPLIANCE WITH LAWS**

The COUNCIL 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. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

## **X. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request of the COUNCIL, the TOWN shall provide to the COUNCIL, 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 COUNCIL under this Agreement.

COUNCIL shall provide to the TOWN all information, documentation, records, and data which COUNCIL has in its possession, or which may become available to it, within the scope of COUNCIL's provision of professional planning services. The format or manner which the information is provided by COUNCIL to the TOWN is to be agreed upon by and between the parties hereto.

## **XI. RIGHT TO WORK PRODUCTS**

Copies of all writings, maps, charts, reports, findings, and other relevant material shall become the property of the TOWN upon final payment for the services included herein.

## **XII. ASSIGNMENT**

This Agreement shall not be assignable.

## **XIII. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

## **XIV. PUBLIC RECORDS**

TOWN and COUNCIL agree that the COUNCIL shall comply with Florida's public records laws to specifically include:

- A. Keeping and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the COUNCIL does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the COUNCIL or keep and maintain records required by the public agency to perform the service. If the COUNCIL transfers all public records to the public agency upon completion of the contract, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNCIL keeps and maintains public records upon completion of the contract, the COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. If the COUNCIL has any questions regarding the application of Chapter 119, Florida Statutes, to the COUNCIL's duty to provide public records relating to this contract, the COUNCIL shall contact the Town Clerk, the Custodian of Public

Records, the Town of Dundee at (863) 438-8330, extension 258, Trevor Douthat, [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com) 202 East Main Street, Dundee, Florida 33838.

- F. If the COUNCIL does not comply with a public records request, the TOWN may enforce the contract provisions which may include immediate termination of this Agreement.
- G. The TOWN and the COUNCIL agree that all records that have been generated by the COUNCIL since this Agreement's effective date that qualify as public records will be kept and maintained in accordance with this Agreement. All other provisions and terms of the Agreement not expressly amended herein shall remain in full force and effect, and the parties hereto will be bound and perform in accordance with the terms of this Agreement. This Agreement shall be effective immediately upon approval by the TOWN Commission.
- H. The provisions set forth in this Section shall survive termination of the Agreement.

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

**TOWN OF DUNDEE**

**CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer Codo-Salisbury  
Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Approved as to legal form and sufficiency:**

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Council Attorney

**Town of Dundee  
SCOPE OF WORK FOR FY 2022-2023**

**GENERAL PLANNING SERVICES**

**I. GROWTH MANAGEMENT ADMINISTRATION**

- A. The COUNCIL shall advise and assist the TOWN in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and TOWN initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and TOWN staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall coordinate training sessions on State Statute and rule changes that effect the TOWN'S compliance with Chapter 163, F.S., as necessary and requested.
- E. The COUNCIL shall provide a professional planner to attend related meetings upon request. COUNCIL staff will be available by phone on all business days.
- F. The COUNCIL shall be available to provide information regarding past projects in which the COUNCIL was involved regarding planning matters with the TOWN.
- G. The COUNCIL shall provide planning services as part of a transition effort to assist the incoming TOWN planner between October 2022 and December 2022. This includes but is not limited to providing a review of the TOWN's application processes, staff report formats and any other information needed, in addition to attending TOWN meetings and coordination with the TOWN planner.

**II. ROUTINE MAPPING (ON GIS BASE MAP)**

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.
- C. The COUNCIL shall provide planning-related maps upon request.

## **SPECIALIZED PLANNING SERVICES**

- A. The COUNCIL shall provide training to TOWN staff regarding the calculation of stormwater utility fees, including the process for coordinating with the Polk County Property Appraiser, for the collection of non-ad valorem assessments.
- B. The COUNCIL shall provide training to TOWN staff regarding the calculation of Equivalent Residential Connections (ERCs).