

# PLANNING ADVISORY SERVICES AGREEMENT

with the

## TOWN OF DUNDEE

**THIS PLANNING ADVISORY SERVICES AGREEMENT** (hereinafter referred to as either the “Agreement” or “Contract”) is made and entered into this 11th day of June, 2024 (hereinafter the “Effective Date”), by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **Town of Dundee**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "TOWN”).

### BACKGROUND

- A. The TOWN desires to engage the COUNCIL to provide professional planning services to maintain the Future Land Use Map and the Official Zoning Map as well as special GIS Map requests; as detailed in Attachment A, I - the 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 and provide professional municipal planning services to 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 municipal planning 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

All fees and payments for professional services which are not provided for by **Attachment A - Scope of Work**, if required, shall be negotiated by separate written instrument. This is a fixed fee agreement. The fixed fee for GIS mapping services listed

in Attachment A, is **\$15,000 (fifteen thousand dollars)**. As consideration for performance of the professional services rendered under this Agreement, the TOWN agrees to pay a fixed fee for the maintenance of GIS maps and special map requests of **\$15,000 (fifteen thousand dollars)** to be paid in two (2) payments, beginning with the first payment due on the Effective Date and a final payment due July 1, 2024. Payment(s) 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 Execution of Agreement	\$7,500
July 1, 2024	\$7,500

**IV. PERIOD OF AGREEMENT**

The municipal planning services and/or professional services of the COUNCIL shall commence on the Effective Date 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, by overnight courier or in person with proof of delivery:

1. If to the TOWN: Town of Dundee  
Attention: Tandra Davis, Town Manager  
P.O. Box 100  
Dundee, FL 33838  
  
With a copy to: *(shall not constitute notice)*  
Frederick J. Murphy, Jr., Esquire  
Town Attorney  
Boswell & Dunlap LLP  
Post Office Drawer 30  
Bartow, FL 33831-0030
2. If to the COUNCIL: Central Florida Regional Planning Council  
Jennifer Codo-Salisbury, Executive Director  
555 E. Church Street  
Bartow, Florida 33830

For purposes of this section, any notice(s) delivered by the TOWN shall be deemed to have been received by the COUNCIL on the date sent; and, any notice(s) delivered by the COUNCIL shall be deemed to have been received on the date of receipt as shown on the Return Receipt.

**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, by overnight courier 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 shall 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.

**XI. RIGHT TO WORK PRODUCTS**

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

**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 COUNCIL shall comply with Chapter 119, Florida Statutes (2023), as may be amended, to specifically include:

Public Records. The COUNCIL covenants and agrees to:

- 1 Keep and maintain public records required by the TOWN to perform in accordance with the terms of this Agreement.
- 2 Upon request from the TOWN’s custodian of public records, provide the TOWN 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 Chapter 119 of the Florida Statutes or as otherwise provided by law.
- 3 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 Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the COUNCIL does not transfer the records to the TOWN.
- 4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the COUNCIL or keep and maintain public records required by the Town to perform the service. If the COUNCIL transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, 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 Agreement and/or any Amendment(s) issued hereunder, the COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the

TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

**IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT (863) 438-8330, EXT. 238, [Tdouthat@townofdundee.com](mailto:Tdouthat@townofdundee.com), 202 E. MAIN STREET, DUNDEE, FLORIDA 33838.**

If the COUNCIL does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

**XV. MISCELLANEOUS.**

(a) **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

(b) **Applicable Law,** Jurisdiction, and Venue. This Agreement and the rights and obligations of the Town and Council shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10<sup>th</sup> Judicial Circuit.

(c) **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

(d) **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

(e) **No Waiver of Sovereign Immunity.** Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

(f) **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**XVI. DUTY TO COOPERATE IN GOOD FAITH.**

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

**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

**Attachment A**  
**Town Dundee**  
**SCOPE OF WORK FOR FY 2023-2024**

**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 prepare Quarterly updates of the Future Land Use and Zoning Maps.
- D. The COUNCIL shall prepare any Future Land Use, Zoning or development related maps upon request.

**SPECIAL MAPPING (ON GIS BASE MAP)**

The COUNCIL shall provide Specialized Mapping upon request of the TOWN.