



MASTER AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, made effective as of this ____ day of _____ 2023, between THE TOWN OF EATONVILLE (the “Town”), a Florida municipal corporation, whose address is 307 East Kennedy Boulevard, Eatonville, Florida, 32751, and PLANACTIVE STUDIO, LLC (the “CONSULTANT”), a Florida company, whose address is 3708 Pelican Lane, Orlando, Florida, 32803, (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Town desires to retain the services of a competent and qualified consulting firm to provide professional planning services; and

WHEREAS, the Consultant is an independent agent that is competent and qualified to provide consultation services in the area of professional planning and desires to provide its professional planning services according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the Parties agree as follows:

1. TERM

- 1.1. This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years.

2. SCOPE OF SERVICES

- 2.1. The Consultant hereby agrees to perform services for the Town from time to time. The precise services to be performed by the Consultant shall be mutually agreed upon by the Parties and set forth in one or more task orders (each a “Task Order”), a form of which is attached hereto as Exhibit A. Each Task Order shall be signed by each Party and shall include, unless otherwise agreed upon by both Parties, detailed information concerning a given project, including a description of the specific services to be provided (“Scope of Work”), project milestones, and target completion dates (“Project Schedule”).
- 2.2. The Parties acknowledge and agree that during the term of this Agreement, the services, as set forth in a Task Order, may be modified from time to time by the Parties. Every such change shall require a written amendment to the Task Order (the “Amended Task Order”). Each Amended Task Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline, or other matter. Any such changes that result in additional charges shall be reflected in the Amended Task Order. No Amended Task Order shall become effective unless and until it is signed by both Parties.

3. TIME FOR COMPLETION

- 3.1. Unless otherwise provided by the Parties, each Task Order shall contain project timelines, milestones, or target dates for completion of a project or a portion thereof, and all such schedules shall be reasonable for the services to be provided. In all events, the Parties shall use their reasonable best efforts to comply with each Task Order.

- 3.2. If at any time either Party anticipates a delay in meeting the timelines for a given Task Order as set forth in its Project Schedule, either due to changes to the services requested by the Town, or other causes, then the anticipating Party shall promptly notify the other Party in writing, specifying the reason for the delay and the anticipated effect upon the timelines, milestones, or other deliverables.
- 3.3. The Consultant shall be responsible for managing the Project Schedule as described in the Task Order and ensuring compliance with established milestones. The Consultant shall issue an informal weekly project update by e-mail or other suitable method for each assigned project, which annotates progress, complete and incomplete tasks, and causes of any schedule slippage.

4. FEES

- 4.1. The Town shall pay the Consultant the fee stipulated in the Task Order for services rendered pursuant to each assigned project. In no event shall the total fees payable under a Task Order exceed the fee listed on such Task Order without the prior written consent of the Town.
- 4.2. The Consultant shall submit monthly invoices to the Town for services performed and expenses incurred with respect to each Task Order, unless otherwise provided in the applicable Task Order. The Town will pay undisputed invoices within thirty (30) days of receiving an invoice from the Consultant.

5. SUSPENSION OR TERMINATION

- 5.1. The Town may suspend or terminate this Agreement or any Task Order with or without cause by giving written notice to the Consultant of such suspension or termination and specifying the effective date thereof, which notice shall be given at least seven (7) days before the effective date of such termination. In such an event, the Consultant shall deliver to the Town all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Agreement. The Consultant shall be entitled to receive compensation in accordance with any outstanding Task Order for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.

6. ASSIGNMENT

- 6.1. The Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Town. Any purported assignment or delegation in violation of this Section shall be null and void.

7. INDEPENDENT CONTRACTOR

- 7.1. The Consultant, in performance of services under this Agreement, is acting as an independent Contractor and shall have exclusive control of the manner and means of performing the work. Personnel supplied by the Consultant hereunder are not City's employees, agents or representatives, and Consultant assumes full responsibility for their acts.

8. INDEMNIFICATION

- 8.1. The Consultant agrees to indemnify, defend, and hold harmless the Town and its officers, directors, managers, members, partners, employees, agents, affiliates, successors, and permitted assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "Losses") relating to or resulting from any third party claim, suit, action, or proceeding (collectively, "Claims") (i) arising out of or occurring in connection with the service, except to the extent such Claims are determined to have resulted from the Town's gross negligence or willful misconduct; or (ii) based on a claim that any of the service or Deliverables, or the Town's receipt or use thereof, infringes

any Intellectual Property right of a third party.

9. GOVERNING LAW; VENUE

- 9.1. This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract. Venue for any claim, actions, or proceedings arising out of this Contract shall be Orange County, Florida.

10. PUBLIC RECORDS ACT

- 10.1. The Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. Specifically, the Consultant is required to:
- 10.1.1. Keep and maintain public records required by the Town to perform the service.
 - 10.1.2. Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount provided in Chapter 119, Florida Statutes, or otherwise provided by law.
 - 10.1.3. 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 this Agreement's term and following completion of the Agreement if the Consultant does not transfer the records to the Town.
 - 10.1.4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by Agreement to perform the service.
 - 10.1.5. If the Consultant transfers all public records to the Town 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 this Agreement, the Consultant shall meet all applicable requirements for retaining public records.
 - 10.1.6. All records stored electronically must be provided to the Town, upon request from the Town, in a format that is compatible with the information technology systems of the Town.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (407) 623-8910; vking@townofeatonville.org; 307 E. Kennedy Boulevard, Eatonville, Florida 32751.

11. PUBLIC ENTITY CRIMES

- 11.1. The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute Section 287.135 regarding Scrutinized Companies, and represents to Town that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of this Agreement.

12. SEVERABILITY

12.1. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

13. WAIVER

13.1. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance, or law, or of any subsequent breach or violation of the same.

14. FORCE MAJEURE

14.1. "Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

15. ENTIRE AGREEMENT

15.1. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, is the sole and entire agreement of the Parties concerning the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year first above written.

PLANACTIVE STUDIOS, LLC

TOWN OF EATONVILLE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
TOWN OF EATONVILLE
TASK ORDER #____
Month Day, Year

SCOPE OF SERVICES

The project will be completed under PlanActive’s existing Master Agreement for Professional Services with the Town of Eatonville dated _____. PlanActive will provide the following services:

TASKS/DUTIES

Planning & Zoning Support Services

PlanActive will meet with the Town Project Manager at the initiation of each assignment to discuss the timeframe, confirm deliverables needed for review, and the Town will provide needed information to complete each assignment.

As directed by the Town, PlanActive will provide professional planning services to review zoning applications, variance requests, amendments to the comprehensive plan and other potential planning related needs as received by the Town. PlanActive will follow the Town’s established development review procedures, comprehensive plan, and other policies as provided by the Town Project manager.

Meetings

As directed by the Town, PlanActive will attend meetings, summarized below, as needed:

- Attendance of planning and zoning meetings and Town Council
- PlanActive will not contact any applicants without prior consent from the Town Project Manager.
- Meetings with members of boards, elected officials, and staff, as directed.

DELIVERABLES

For each Task Assignment, PlanActive will prepare written comments in accordance with the Town’s established development review protocols. For each public hearing application assignment, PlanActive will prepare written comments and prepare staff reports in accordance with the Town’s established protocols. Additional tasks can be added, as needed, by the Town Project Manager. PlanActive Studio will provide updates monthly invoices that summarize, by project, the hours and deliverables submitted to the Town.

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COMPENSATION

PlanActive Studio will perform the above services contained in this Agreement for an hourly rate of \$175.00 per hour, plus reimbursables (if applicable) not to exceed forty thousand (\$40,000.00).

PLANACTIVE STUDIO LLC Authorization

By: _____

Title: President _____

Date: _____

CLIENT AUTHORIZATION

By: _____

Title: _____

Date: _____