

Agreement Village of Estero Comprehensive Plan

This Agreement entered into on the _____ day of _____, 2016 between The Village of Estero, a Florida Municipal Corporation (hereinafter referred to as the “*Village*”), whose address is 9401 Corkscrew Palms Circle, Estero, Florida 33928, and LaRue Planning & Management Services, Inc., a Florida Corporation, (hereinafter referred to as the “*Consultant*”), whose address is 1375 Jackson Street, Suite 206, Fort Myers, Florida 33901-2845.

Whereas, the Village desires the Consultant to provide professional services for the Village’s Comprehensive Plan; and

Whereas, the Consultant is qualified and prepared to provide such professional services; and

Whereas, the Village, pursuant to a Request for Qualifications submitted March 9, 2016, selected Consultant to perform services as an independent contractor to the Village; and

Whereas, the Village has followed the selection and negotiation process for all services which require compliance with the Florida Consultant’s Competitive Negotiation Act (“CCNA”) under Chapter 287.055 F.S., as amended.

Now, Therefore, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Village and the Consultant agree as follows:

- 1. Scope of Services and Cost:** See Attachment A
Project Tasks, Proposed Timeline and Deliverables: See Attachment B

- 2. Time for Performance.** The time for the performance under this Agreement shall begin upon the date of its formal execution by both the Consultant and the Village. The term of this Agreement for performance of services listed in Paragraph 1 shall be from the effective date for a period of two years.

- 3. Compensation and Method of Payment.** Compensation for performance of services as listed in Paragraph 1 of this Agreement (Scope of Services and Cost) will be invoiced monthly on a percentage of completion basis. Tasks may run concurrently, therefore a percentage of payment may be due before completion of a prior task. All payments will be made pursuant to monthly invoices submitted by the Consultant, and will be paid within fifteen days after receipt and approval by the Village.
- 4. Project Management.** The Project Manager for the Consultant under this Agreement is James G. LaRue, AICP. The Project Manager for the Village shall be Mary Gibbs, Director of Community Development.
- 5. Ownership of Documents.** All materials, reports, data and other documents developed by Consultant or otherwise generated pursuant to this Agreement shall remain the exclusive property of the Village and Consultant shall surrender them to the Village upon request or termination of this Agreement. All documents prepared pursuant to this Agreement are subject to Florida's Public Records Law. Refusal of the Consultant to allow public access to such records as required by such law shall constitute ground for unilateral cancellation of this Agreement by the Village; however, this Agreement shall not be terminated if the Consultant is directed by the Village's project manager, to withhold access to said document, because it is confidential or exempt from disclosure pursuant to Federal or Florida law.
- 6. Independent Contractor.** The Village and the Consultant intend that an independent contractor relationship is created by this Agreement. Consultant shall not be considered an agent or employee of the Village for any purpose and the Village shall not be liable to carry unemployment compensation insurance or worker's compensation insurance on the Consultant, or Consultant's employees. The Village shall not withhold any taxes or social security from compensation paid to the Consultant. The Village shall not use the Consultant exclusively, and the Consultant shall be free to contract with other persons for similar or other services while under contract with the Village.

7. **Insurance.** The Consultant shall not commence work under this contract until Consultant has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager or designee, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Consultant shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts approved by the Village Manager, with such coverages specifying amount of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Florida Statutes. Consultant shall be responsible for maintaining the professional liability insurance on a claims made basis for a minimum of three (3) years following the termination of this Agreement. Upon request of Village, Consultant shall make available for inspection copies of any claims filed or made against any policy during the policy term. Consultant shall additionally notify Village, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The Village Manager may require any other insurance coverage it deems necessary depending upon the exposures.

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the Village. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Village Manager. The Village shall be named as an additional insured on all insurance policies.

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

- 8. Policy of Non-Discrimination.** Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 9. Conflict of Interest.** The Consultant represents to the Village that it does not presently have any clients or other interests, and will not acquire any such clients or interests, which conflict in any manner, either directly or indirectly, with the performance of services required under this Agreement. The Consultant shall promptly notify the Village in writing of all potential conflicts of interest for any prospective business associations.
- 10. Coordination with other Consultants.** Consultant will coordinate as needed with company selected to prepare Village traffic study, as well as any sub consultants providing demographic projections and analysis.
- 11. Compliance with Laws.** Consultant shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.
- 12. Warranties of Consultant.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.
- 13. No Contingent Fees.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, council, percentage, gift or consideration.

- 14. Litigation.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, each party waives the right to a jury trial.
- 15. Venue.** Any dispute or litigation arising between the parties pursuant to this agreement shall be litigated in Lee County, Florida.
- 16. Amendment.** Any provision of this agreement may be modified by the mutual consent of the Village and Consultant. All modifications must be in writing. Should the Village request additional services not enumerated in Paragraph 1 of the Agreement, the Consultant shall charge the Village for additional time spent at the rate of \$135.00 per hour.
- 17. Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 18. Termination.** This Agreement may be terminated for any reason by the Village or Consultant upon 30 days prior written notice. Notice to be sent Certified Mail, Return Receipt Requested. The Consultant may terminate the Agreement for failure of the Village to pay invoice(s) within 90 days of presentation.
- 19. Indemnification.** The Consultant hereby indemnifies and holds harmless the Village and its agents and employees, from any claim, loss, liability or demand arising out of or relating to any negligent act, omission or misconduct by the Consultant in the performance of services under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth.

THE VILLAGE OF ESTERO

VILLAGE SEAL

By: _____
Signature Date

Print Name Title

Attest: _____
Signature Date

Print Name Title

LARUE PLANNING & MANAGEMENT SERVICES, INC.

CORPORATE SEAL

By: _____
James G. LaRue, President Date

Attachment A:

Scope of Services	Total
Input and public meetings (excludes LPA and Council workshops, transmittal & adoption hearings)	\$45,000
Monthly update meetings with Director of Community Development	
Confirmation of Village Vision	6,000
Interactive Audience Participation (hand-held device or text message)	2,500
Web Page and Link	4,000
Survey Monkey	2,500
Futurist Speaker (based on availability)	4,000
Write Public Participation Plan	4,000
Refine Issue List	4,000
<i>Population estimates & projections, demographics & methodology</i>	20,000
<i>Future Land Use Element</i>	42,000
<i>Transportation Element</i>	25,000
<i>Housing Element</i>	12,000
<i>Infrastructure Element</i>	14,500
<i>Conservation & Coastal Management Element</i>	14,000
<i>Recreation & Open Space Element</i>	12,000
<i>Intergovernmental Coordination Element</i>	6,000
<i>Capital Improvements Element</i>	9,000
<i>Public School Facilities Element</i>	5,000
<i>Procedures for Monitoring, Evaluation, Appraising & Implementation</i>	5,000
LPA and Village Council Comprehensive Plan Workshops	8,000
LPA & Village Council transmittal & adoption public hearings	7,000
Transmittal to Department of Economic Opportunity (DEO)	1,500
Prepare Responses to Objections Recommendations and Comments (ORC) Report from DEO. Submit final adopted Comprehensive Plan for compliance.	14,000
Adopted Comprehensive Plan (including maps) Hard Copies - 10 Printed/Bound Documents Electronic - 1 Flash Drive with Word and PDF file formats	2,000
Total	\$269,000

Note: Costs associated with each task are estimated to the best of our knowledge. Once the project is underway it may be determined that some tasks require an increase in cost while others reflect a decrease. If this situation arises, adjustments to task costs will be made accordingly, but will never increase the total cost for the project.

Attachment B:

Project Tasks	Proposed Timeline	Deliverable
Contract approval	August 2016	
1 Kick Off Tasks	August 17 – 31	Issue List Outline
a. General outline of policy “issue list” for keep/delete/explore decision		Public Participation Plan
b. Write Public Participation Plan	August 22 – 31	Meeting Notes
c. Internal Kick Off Meeting with Staff (STAFF #1)		
d. Establish web page and maintain with link from Estero-fl.gov (contains schedule, drafts, and a generic contact email address for public inquiries, such as “compplan@xxxx.xxx)	August 22 – 31	Webpage
2 Population (resident and seasonal) estimates, demographics, projections, and methodology (consider buildout scenario)	August 22 – September 22	Memo with Estimates
Refine policy “issue list” for keep/delete/explore decision	August 22 – October 19	Refined Issue List
3 Data & Analysis		
a. Future Land Use (FLU) Element	August 22 – October 31	Data & Analysis Packet Including Maps
1. Existing Land Use data collection, tabulation and mapping (review prior planning studies, County EAR, urban design principles)		
2. Topography and soil conditions		
3. The character of undeveloped land		
4. Identify areas needing redevelopment (NW Estero and other designated areas)		
5. Identify historically and archeologically significant properties		
6. Identify natural resources and conditions		
7. Determine amount of land required to accommodate anticipated growth and buildout condition (Coordinate with Village Traffic Study Consultant on TAZ/growth modeling)		
b Transportation Element		
Data & Analysis including:		
1. Inventory/mapping of conventional facilities		
(a) Roadways, bike/ped facilities		
(b) Public transit		
(c) Freight/railroad		
(d) Recreational/air/water		
(e) FDOT/County/Village maintained facilities		
2. Traffic safety & adequacy of evacuation routes		
3. Traffic circulation		
4. Mobility		
5. Complete Streets		
6. Commuter rail		
7. MPOs Long Range Transportation Plan for Estero		
8. Transportation Levels of Service		
9. Future Transportation Map Series (10 & 25 year horizon)		

c. Housing Element	<p style="text-align: center;">August 22 – October 31</p>	<p style="text-align: center;">Data & Analysis Packet Including Maps</p>
1. Inventory of housing stock (including number and type of units by):		
<ul style="list-style-type: none"> (a) type (b) tenure (c) rent (d) value (e) monthly cost of owner occupied units (f) rent or cost to income ratio (g) number of substandard dwelling units 		
2. Methodology to estimate condition of housing		
3. Projection of households by size, income range, and age of residents		
4. Minimum housing need of current and projected future residents.		
d. Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Recharge Element (aka Infrastructure Element) Infrastructure inventory, existing levels of service		
e. Conservation & Coastal Management Element		
1. Inventory and quality of natural resources, including: <ul style="list-style-type: none"> (a) rivers (b) bays (c) lakes (d) wetlands (e) estuarine marshes (f) ground waters and springs 		
2. Floodplains		
3. Known sources of commercially valuable minerals		
4. Areas of soil erosion problems		
5. Inventory and map showing: <ul style="list-style-type: none"> (a) existing coastal uses (b) wildlife, marine habitats, and vegetative communities (including forests), indicating known dominant species present and species listed by federal, state, or local government agencies as endangered, threatened, or species of special concern (c) location of recreationally and commercially important fish or shellfish (d) undeveloped areas (e) areas subject to coastal flooding (f) Coastal High Hazard Area (CHHA) (g) areas subject to the impacts of sea level rise (SLR) (h) public access routes to beach and shore resources (i) historic preservation areas (j) beach and dune systems (k) water-dependent and water-related uses (l) recreational and commercial working waterfronts 		
6. Estimate of population required to evacuate		
f. Recreation and Open Space Element		
1. Inventory and map of public and private recreation facilities including: <ul style="list-style-type: none"> (a) natural reservations (b) parks and playgrounds (c) parkways (d) beaches and public access to beaches (e) open spaces (f) waterways (g) other recreational facilities 		

g. Intergovernmental Coordination Element	August 22 – October 31	Data & Analysis Packet Including Maps
1. Matrix showing relationship between the Village and: (a) Lee County (b) Lee County School Board (c) SWFRPC (d) SFWMD (e) City of Bonita Springs (f) Other – BSU, LCU, Estero FD, San Carlos FD		
h. Capital Improvements Element		
1. Levels of Service 2. Collect Village correspondence re: ongoing capital planning, public input and coordination with Lee County		
i. Public School Facilities Element (no longer mandatory but County has set precedent) Ascertain status of Village interlocal agreement or discussions w/ Lee County Schools		
Staff Coordination Meeting (STAFF #2) – Revisit Issues List and D&A Packet, Visioning Preparation	September 23 – October 3	Meeting Notes
Community Kick Off Meeting (OUTREACH #1)– Informational Kick Off	October – November	Presentation Materials & Meeting Notes
Community Vision Confirmation Workshop (OUTREACH #2) Option: public input using handheld devices		
4. Formulation of Goals, Objectives, Policies (Draft 1-Themes for Goals, Objectives, Policies)		
a. Future Land Use (including FLU Categories and FLU Map Series)	Nov 11, 2016 – Jan 23, 2017	Comp Plan Document Framework & Maps
b. Transportation (including Future Transportation Map Series)		
Future Land Use/Transportation Workshop (OUTREACH #3)	November 11 – December 16 2016	Presentation Materials & Meeting Notes
c. Housing	Nov 11, 2016 – Jan 23, 2017	Comp Plan Document Framework & Maps
d. Infrastructure (including Water Supply Facilities Work Plan based on most recent updated regional water supply plan)		
e. Conservation and Coastal Management (including climate strategies)		
f. Recreation and Open Space (including neighborhood parks, policy to create Park Master Plan)		
Environment and Parks Workshop (OUTREACH #4)	January 2 – 13	Presentation Materials & Meeting Notes
g. Intergovernmental Coordination, including: 1. Procedures relating to joint planning areas 2. Dispute resolution process 3. Interlocal agreements, as appropriate 4. Annexation policy (example: City of Naples)	Nov 11, 2016 – Jan 23, 2017	Comp Plan Document Framework & Maps
h. Capital Improvements Element, including: 1. Five-Year Schedule of Capital Improvements 2. Consistency and Concurrency Determination 3. Certificate of Level of Service Compliance		
i. Public School Facilities Element including school/park co-location		
Procedures for Monitoring, Evaluating, Appraising and Implementation of the Plan (see County's Chapter 13)		

Staff Coordination Meeting – Draft 1 Themes/Document Framework Review (STAFF #3)	Jan 24 – Jan 31, 2017	Meeting Notes
Draft 1-Themes/Document Framework review w/ LPA & Community (OUTREACH #5)	Feb 1 – Feb 28	Presentation Materials
Formulation of Full Comp Plan GOPs	March 1 – May 16	Comp Plan Draft 1
Staff Coordination Meeting – Full Comp Plan Review (STAFF #4)	May 17 – May 31	Meeting Notes
LPA Workshops (2) – Full Comp Plan 1 st – Future Land Use, Transportation, Housing, and Recreation & Open Space Elements 2 nd – Infrastructure, Conservation & Coastal Management, Capital Improvements, and Public School Facilities Elements	June 1 – 14 July 6 - 12	
LPA Hearing – Full Comp Plan	July 19	Comp Plan Draft 2
Village Council Workshop – Full Comp Plan	July 30 – August 8	
Village Council Transmittal Hearing	September 6	
Transmittal to DEO	September 12	
Receipt of DEO Objections, Recommendations and Comments Report (ORC)	October 31 – November 7	
Prepare Responses to ORC	November 10 – 11	Responses to ORC
Village Council Adoption Hearing	December 12 - 29	