

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND
HERNANDO COUNTY, FLORIDA FOR THE SOUTH BROOKSVILLE
COMMUNITY REDEVELOPMENT AREA MASTER PLAN**

THIS INTERLOCAL AGREEMENT dated this 28th day of January 2025 is entered into between THE CITY OF BROOKSVILLE ("City"), a Florida municipal corporation and HERNANDO COUNTY, FLORIDA ("County"), a political subdivision of the State of Florida.

WHEREAS, the City and County maintain a mutual interest in area known as "South Brooksville;" and,

WHEREAS, under Florida law (Chapter 163, Part III), local governments are able to designate areas as community redevelopment areas when certain conditions exist; and,

WHEREAS, members of the community in the City of Brooksville and Hernando County have identified a need to develop a South Brooksville Community Redevelopment Area (CRA) Master Plan; and,

WHEREAS, the project authorized by this Agreement will require the creation of a Plan ("Project") for the potential establishment of the South Brooksville CRA, a joint CRA between the City of Brooksville and Hernando County, described and shown as Exhibit "A;" and,

WHEREAS, the City will serve as the lead agency for the Project and handle the procurement of all services for the Project; and,

WHEREAS, the City has procured services from Inspire Placemaking Collective for such services; and,

WHEREAS, the City and County, in the spirit of regional cooperation and collaboration, wish to enter into this Agreement effective upon the acceptance of both Governance Boards.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County do hereby agree as follows:

SECTION I. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PAYMENT.

The City and County agree to each pay exactly fifty percent (50%) of the cost in Exhibit "A" for completion of the project not exceeding \$75,000 by a single party. The County will make payment to the City upon receipt of invoice(s).

SECTION 3. TERMINATION.

This Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party, provided that upon termination, each party will remain liable for fifty percent (50%) of the cost for completion of the project.

SECTION 4. TERM.

This Agreement shall take effect upon the approval by the governing body of the last party to accept this Agreement and remain in effect through Project completion.

[Signature page follows]

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of the date last executed below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Hindi Knuppe, Deputy Clerk

Douglas A. Chorvat, Jr.
Clerk of Circuit Court and Comptroller



[Signature]

Chairman

1-28-2025

Date

Approved as to Form and
Legal Sufficiency

[Signature]

County Attorney's Office

CITY OF BROOKSVILLE

[Signature]

ATTEST: JENNIFER BATTISTA, CMC
CMP City Clerk

Date

Approved by Council
1/6/25

Christa H. Tanner

MAYOR

Approved as to Form and
Legal Sufficiency

[Signature]

Vose Law Firm



COMPOSITE EXHIBIT "A"

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Meetings/Presentations

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-13 Paper copies in 3 ring binders



Administrative Services Department
Procurement Division
1225 Main Street
Sebastian, FL 32958
(772) 388-8231

NOTICE OF AWARD

Date: July 13, 2023

Solicitation #: RFQ 23-06

Solicitation Title: Continuing Professional Planning and Architecture Services

At the City Council meeting held on Wednesday, July 12, 2023, the City Council awarded and approved the City Manager and/or designee, to begin the execution process to the following:

COASTAL WIDE, LLC

GAI CONSULTANTS, INC.

INSPIRE PLACEMEKING COLLECTIVE, INC.

KIMLEY-HORN AND ASSOCIATES, INC.

LANDDESIGN, INC.

If you haven't already done so, please execute any insurance forms in relation to this project.

If there are any questions or request for clarification regarding this notice, please contact
Don Wixon, Procurement/Contracts Manager at dwixon@cityofsebastian.org.

Thank you to all Bidders that participated and submitted a response on the above referenced solicitation.

Respectfully, Don Wixon

END OF DOCUMENT

NON-EXCLUSIVE AGREEMENT
For
RFQ 23-06, CONTINUING PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECT
CONSULTING SERVICES

THIS AGREEMENT entered into this 13TH day of July, 2023 between the **City of Sebastian**, a Florida municipal corporation, hereinafter referred to as the "CITY", and **Inspire Placemaking Collective, Incorporated**, hereinafter referred to as the "Planning and Landscape Architect Consultant."

WITNESSETH

The City and the Planning and Landscape Architect Consultant, in consideration of their mutual covenants, herein agree with respect to the performance of professional planning and landscape architecture services by the Planning and Landscape Architect Consultant, and the payment for those services by the City, as set forth below and in the individual Consultant Service Agreements (CSA). This agreement shall be referred to as the **"MASTER AGREEMENT"** under which future CSAs will apply.

The Planning and Landscape Architect Consultant shall provide the City with professional planning and landscape architect services and such other related services as defined in each specific CSA, in all phases of each project unless specified otherwise. The Planning and Landscape Architect Consultant shall serve as the City's professional representative for the project(s) as set forth in each CSA, and shall provide professional advice to the City during the performance of the services to be rendered and as to the fulfillment of project requirements. The Planning and Landscape Architect Consultant is retained by the City to perform these consulting services under this non-exclusive continuing agreement with the City.

SECTION 1 – AGREEMENT DOCUMENTS

The Agreement Documents shall be made part of this Master Agreement as follows:

Exhibit A – Inspire Placemaking Collective Hourly Billing Rates

Exhibit B – Inspire Placemaking Collective Proposal

Exhibit C - City's RFQ 23-06 Proposal

SECTION 2 – SCOPE OF SERVICES

The Scope of Services shall be identified in each individual CSA prepared by the Planning and Landscape Architect Consultant and approved by the City. Each CSA will be numbered to track the issuance of a project. **Example: (RFQ #23-06-Consultant-CSA#), i.e., 23-06-IPC-CSA-01.** Commencement of work is subsequent to the execution of the CSA and a Notice to Proceed from the City for all or any designated portion of the CSA and shall be performed and completed by the agreed upon and specified date within the CSA and any allowed closeout time frame.

NOTE: An added CSA shall be submitted for additional work (i.e., 23-06-IPC-CSA-01-ADD1). Basic services required of the Planning and Landscape Architect Consultant for the project will be described in other appropriate sections of this Agreement and in individual CSAs.

SECTION 3 - CITY OBLIGATIONS

The City agrees to provide the following material, data, and/or services as required in connection with the work to be performed under this Agreement:

- A. Provide the Planning and Landscape Architect Consultant with a copy of any pertinent preliminary data or reports available to the City.
- B. The City shall be responsible for obtaining only those permits delineated in the individual CSA or those required to complete the project if such permit requirements are made into law and established by regulatory agencies after the effective date of the CSA.
- C. The City will promptly execute all completed permit applications required to expedite the acquisition of any local, state or federal permits made necessary by the project.
- D. The City shall make all provisions for the Planning and Landscape Architect Consultant to enter upon public or private property as reasonably required for the Planning and Landscape Architect Consultant to perform its services.

SECTION 4 - CITY'S ALLOTMENT OF PROJECT ASSIGNMENTS/WORKLOAD TO THE SELECTED CONTINUING CONSULTING SERVICE FIRMS

The City, at its sole discretion, will assign projects to the selected Planning and Landscape Architect Consultants as the City sees fit. The City's decision may be based on project type, project continuity, available man-hours assigned to City projects by Planning and Landscape Architect Consultant, and/or special expertise or knowledge possessed by one of the Consultants that may be pertinent to the particular project. Planning and Landscape Architect Consultants shall have no right to appeal or challenge the City's decision(s) regarding distribution.

SECTION 5 - SCOPE OF SERVICES

The Planning and Landscape Architect Consultant agrees to perform all necessary professional consulting services in connection with the assigned project(s) as required and as set forth in the following:

1. The Planning and Landscape Architect Consultant will endeavor not to duplicate any previous work done on any project. Before issuance of a CSA and written authorization to proceed, the Planning and Landscape Architect Consultant shall consult with the City to clarify and define the City's requirements for the project(s) and review all available data.
2. In order to accomplish the work under the time frames and conditions set forth in this Agreement, the Planning and Landscape Architect Consultant shall observe the following requirements:
 - a) The Planning and Landscape Architect Consultant shall complete its work on the project(s) within the time allowed by maintaining an adequate staff of registered landscape architects, certified planners, and other employees and/or sub-consultants on the project(s) at all times.
 - b) The Planning and Landscape Architect Consultant shall comply with all federal, state, and local laws applicable to the project(s).
 - c) The Planning and Landscape Architect Consultant's work product shall conform with all federal, state and local laws applicable to the project(s).
 - d) The Planning and Landscape Architect Consultant shall prepare and complete all necessary sketches, permit application drawings, calculations, and application forms to accompany the City's applications for any required federal, state, or local permits. The Planning and Landscape Architect Consultant shall reply to all permitting agency's requests for additional information related to a permit application.
 - e) The Planning and Landscape Architect Consultant shall cooperate fully with the City in order that all phases of the work may be properly scheduled and coordinated.

- f) The Planning and Landscape Architect Consultant shall provide the appropriate quantities of complete preliminary sets of plans to any city, county, state or federal regulatory agency from which a permit or other approval is required, prior to final approval of the plan/design by the City Manager or his/her designee, and shall coordinate the project with all agencies.
 - g) The Planning and Landscape Architect Consultant shall report the status of the project(s) to the City Manager or his/her designee upon request and hold all drawings, calculations, and related work open to the inspection of the City Manager or his/her authorized agent at any time, upon reasonable request.
3. The Planning and Landscape Architect Consultant shall furnish additional copies of reports, drawings, specifications, and other pertinent items as required by federal, state and local agencies from which approval of the project(s) must be obtained, but may charge only for the actual cost of providing such copies. The Planning and Landscape Architect Consultant shall furnish to the City the necessary number of sets of the drawings, specifications, reports, and other pertinent items as set forth in individual CSA. The cost of these sets of documents are not included in the basic compensation paid to the Planning and Landscape Architect Consultant, but will be paid as a direct expense. All original documents, including all items furnished to the Planning and Landscape Architect Consultant by the City pursuant to this Agreement, shall remain the property of the City, and shall be delivered to the City upon completion of the work or at any time upon request. All items prepared by the Planning and Landscape Architect Consultant shall be created, maintained, updated, and provided in the format as specified by the City.
4. The Planning and Landscape Architect Consultant acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Planning and Landscape Architect Consultant's written responses to all regulatory agencies' questions, are included within the scope of basic compensation in each particular CSA. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular CSA, shall be an additional service, and the City shall compensate the Planning and Landscape Architect Consultant in accordance with Section 9, "Additional Work" of this Agreement, and in accordance with the fee schedule in an approved CSA. Approval by the City shall be required prior to commencement of any additional work.
5. Compensation to the Planning and Landscape Architect Consultant for basic services shall be in accordance with each CSA, as mutually agreed upon by the Planning and Landscape Architect Consultant and the City. A schedule of approved hourly billing rates is included in "Exhibit A" attached, and will be included as part of each CSA when approved.

SECTION 6 - TIME FOR COMPLETION

The time for completion of each project shall be defined in the CSA.

SECTION 7 – CHANGE ORDERS

City may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the CSA total, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order (CO).

SECTION 8 – COMPENSATION

The City agrees to pay, and the Planning and Landscape Architect Consultant agrees to accept, for services rendered pursuant to this Agreement, fees in accordance with the following:

- A. **Professional Services Fee:** The basic compensation shall be mutually agreed upon by the Planning and Landscape Architect Consultant and the City prior to issuance of each CSA and the amount shall be included in the CSA to be formally approved by the City, in accordance with the approved Professional Fee Structure (Exhibit A).
- B. **Direct Payment for Additional Services:** The City does not foresee nor intend paying the Planning and Landscape Architect Consultant any travel expenses under this Agreement. Any such payment shall not be made except as specifically authorized in extraordinary circumstances by prior approval of the City and, in any such case, bills for any travel expenses shall be submitted in accordance with the City travel policy as adopted by Resolution.
- C. The CSA shall include the total compensation. City shall pay Consultant for the completion of the work, in accordance with EXHIBIT A: Fee Schedule and EXHIBIT B: Proposal and EXHIBIT “C” the City’s RFQ 23-06 Proposal (*attached and made a part of this Agreement*). In accordance with Florida Statutes Section 287.055, Consultants’ Competitive Negotiation Act (CCNA), if the City and Consultant cannot come to an agreement upon a CSA’s negotiated total compensation for a project, then the City will end negotiations and may move on to the next selected Planning and Landscape Architect Consultant that was solicited from the Library based on their discipline.

SECTION 9 - ADDITIONAL WORK

Additional work occurs when the City requests changes after it has formally approved a CSA. Additional work shall not commence until a further CSA for the additional work has been formally issued by the City, and the additional work shall be performed in accordance with the Professional Fee Schedule set forth in that CSA.

SECTION 10 – PAYMENTS

- 10.1 **Prompt Payment.** City shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes “Local Government Prompt Payment Act” from the date which a properly received payment request/invoice is recorded as received by City, for services completed to the satisfaction of City.
- 10.2 **Form of Request.** If the payment request is not received in proper order, City may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by City. City shall provide Planning and Landscape Architect Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, City shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes “Local Government Prompt Payment Act”, or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by City.

- 10.3 **Resolution of Payment Request Disputes.** In the event of a dispute between Planning and Landscape Architect Consultant and City concerning the full or partial payment of a payment request, such disagreement shall be finally determined by City. If the dispute between Planning and Landscape Architect Consultant and City involves a portion of a payment request, the undisputed portion shall be paid by City in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by City. The proceedings may include meetings between the parties, telephone conferences or such other measures to clarify the dispute and attempt to resolve the problem; they will be concluded by a final written decision by City within sixty (60) business days after the date on which the payment request was recorded as being received by City. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding any action arising out of the dispute.
- 10.4 **Payments to Sub-Consultants.** When Planning and Landscape Architect Consultant receives from City any payment for Services covered under the Agreement, Planning and Landscape Architect Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Planning and Landscape Architect Consultant's receipt of the payment. If Planning and Landscape Architect Consultant receives less than full payment, then Planning and Landscape Architect Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants and suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Planning and Landscape Architect Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultant, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Planning and Landscape Architect Consultant.

SECTION 11 - RIGHT OF DECISIONS

All services shall be performed by the Planning and Landscape Architect Consultant to the satisfaction of the City Manager or his/her designee who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, according to the prosecution and fulfillment of the service hereunder, and the character, quality, amount and value thereof. The City Manager or his/her designee's decision upon all claims, questions, and disputes shall be final, conclusive, and binding.

Adjustments of compensation and agreement time because of any major changes in the work that might become necessary or be deemed desirable as the work progresses shall be reviewed by the City Manager or his/her designee, and require that a Change Order (and an additional CSA) be processed in accordance with the City's legal and administrative procedures. If the Planning and Landscape Architect Consultant does not concur in the judgment of the City Manager or his/her designee as to any decisions made by him/her, it shall present written objections to the City Manager, who shall make a decision, and the Planning and Landscape Architect Consultant shall abide by the City Manager's decision.

City may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the CSA total, or in the time required for performance of the services, an equitable adjustment shall be authorized by way of a Change Order.

SECTION 12 – DOCUMENTATION

Ownership and copyright subject to payment of all amounts owed or due to Planning and Landscape Architect Consultant, all tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived thereof, will be considered works made for hire and will become the property of City upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to City of said document(s), City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant shall not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of City.

SECTION 13 - NOTICES

All notices between City and Planning and Landscape Architect Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

SECTION 14 – TERMINATION

Either party may terminate this Agreement by giving the other party thirty (30) days written notice. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement immediately by giving written notification thereof to the defaulting party. In the event of termination, City will be responsible for compensating Consultant only for those services satisfactorily completed or partially completed up to the date of termination. Consultant shall not be entitled to compensation for loss of anticipated profit.

SECTION 15 - AUDIT RIGHTS

The City reserves the right to audit the records of the Planning and Landscape Architect Consultant related to this Agreement at any time during the execution of the work included herein and for a period of three (3) years after final payment is made.

SECTION 16 – SUBLETTING / OUTSOURCING / TRANSFER

The Planning and Landscape Architect Consultant shall not sublet, assign, outsource or transfer any work under this Agreement without the written consent of the City. When applicable and upon receipt of such consent in writing, the Planning and Landscape Architect Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data. Any such assignment / outsourcing shall not release the designated Planning and Landscape Architect Consultant from its role, duties, responsibilities, and obligations as Consultant-of-Record for the project work performed.

SECTION 17 – WARRANTY

17.1 **Warranty of Ability to Perform.** Planning and Landscape Architect Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Planning and Landscape Architect Consultant's ability to satisfy its obligations under the Agreement.

- 17.2 **Warranty Against Defects in Workmanship.** Planning and Landscape Architect Consultant shall warrant its services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the services by City. Should any defects in materials or workmanship appear during the warranty period, Planning and Landscape Architect Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from City, at no additional expense to City. Planning and Landscape Architect Consultant shall warrant such replaced materials or equipment, or repaired or re-done services, for a period of one (1) year after acceptance of such by City.
- 17.3 **Warranty of Standard Care.** In the performance of professional services, Planning and Landscape Architect Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Planning and Landscape Architect Consultant will use due care in performing its services and will have due regard for acceptable professional standards and principles. Planning and Landscape Architect Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the services performed by Planning and Landscape Consultant do not comply with the foregoing warranties and City notifies the Planning and Landscape Consultant of such, then Planning and Landscape Architect Consultant shall (at its sole expense) promptly re-execute the nonconforming services. All such re-performed services shall be performed on a mutually agreed schedule. Planning and Landscape Architect Consultant shall and does hereby assign to City the benefits of any of Planning and Landscape Architect Consultant's sub consultants, or sub-Consultant's warranties. Such assignment shall not relieve Planning and Landscape Architect Consultant of its warranty obligations for performance or standard of care to City under this Agreement.
- 17.4 **Warranty of Title.** Title to any work product furnished by Planning and Landscape Architect Consultant under the Agreement shall pass to City to the extent of the payments made for such by City, or on the date that City accepts the completed Services of Planning and Landscape Architect Consultant. When title passes to City in accordance with the Agreement, Planning and Landscape Architect Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

SECTION 18 – DURATION/TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after the date of execution thereof, or until completion of all project phases as defined by the City Manager or his/her designee, whichever occurs first, or unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 14. This Agreement may be extended for a period of two (2) additional one (1) year periods at the discretion of the City. Proposed changes to fees shall be communicated, in writing, to the City ninety (90) days prior to agreement expiration. The intent to renew the agreement will be by written notification to the Consultant by the Procurement Division sixty (60) days prior to agreement expiration. **NOTE:** The City, at its sole discretion reserves the right to exercise this renewal option.

SECTION 19, MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Agreement, Planning and Landscape Architect Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time. The City will provide Planning and Landscape Architect Consultant with access to the Facilities so as to permit Consultant to meet its obligations herein.

SECTION 20, LICENSES AND CERTIFICATES

Planning and Landscape Architect Consultant, or its sub-Consultant(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the services covered under this Agreement, as stipulated by the State of Florida and the City of Sebastian.

SECTION 21 – INSURANCE

During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide City a certificate(s) of insurance, evidencing such coverage. It is the Consultant's responsibility to ensure that the City has current Certificate(s) of Insurance at all times during the duration of the agreement, including renewal terms.

Minimum Insurance Requirements. The coverages, limits or endorsements required herein protect the primary interests of City, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

Comprehensive Liability	Not less than \$1,000,000 Combined Single Limit per each occurrence.
Professional Liability (Errors & Omissions)	Not less than \$1,000,000, covering any damages caused by an error, omission or any negligent acts.
Automobile Liability	Not less than \$500,000 Combined Single Limit
Worker's Compensation	In accordance with Florida Statutes 440, maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this Agreement.

21.1 Other Insurance Provisions:

- 21.1.1 City of Sebastian, its council members, officers, employees and agents are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the City, its council members, officers, employees and agents. Consultant shall provide a Certificate of Insurance to City with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form.

- 21.1.2 Consultant has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- 21.1.3 Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.
- 21.1.4 For all policies of insurance: Consultant and its insurance carrier waive all subrogation rights against City for all losses or damages that occur during the agreement and for any events occurring during the agreement period, whether the suit is brought during the agreement period or not. The City requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

SECTION 22 – INDEMNIFICATION

The Planning and Landscape Architect Consultant shall indemnify, defend and hold harmless the City, and its officers and employees, from all claims, demands, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Planning and Landscape Architect Consultant and other persons employed or utilized by the Planning and Landscape Architect Consultant in the performance of the agreement; regardless of the negligence of the indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees. Upon request of the City, the Planning and Landscape Architect Consultant shall, at no cost or expense to the City, indemnify and hold the City harmless of any suit asserting a claim for any loss, damage or liability specified above, and Planning and Landscape Architect Consultant shall pay any cost and reasonable attorneys' fees that may be incurred by the City in connection with any such claim or suit or in enforcing the indemnity granted above. Nothing in this agreement shall be construed as the City waiving its sovereign immunity pursuant to 768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. This provision shall survive termination of this agreement.

SECTION 23 – SAFETY

The Planning and Landscape Architect Consultant is responsible for safety training for the Planning and Landscape Architect Consultant's employees and their activities on the City's property and construction sites. However, in accordance with generally accepted practices, the Planning and Landscape Architect Consultant may report any observed job site safety violations to the City.

SECTION 24 - CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida. The parties hereto specifically waive any and all rights to trial by jury.

SECTION 25 - MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the City and the Planning and Landscape Architect Consultant. No oral agreements or representations shall be valid or binding upon City or Planning and Landscape Architect Consultant. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against City. The Planning and Landscape Architect Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms and incorporating such terms onto Planning and Landscape Architect Consultant's documents forwarded by Planning and Landscape Architect Consultant to City for payment. City's acceptance of product or processing of documentation on forms furnished by the Planning and Landscape Architect Consultant to City for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

SECTION 26 - E-VERIFY:

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Certification of Employment Status), the Contractor must comply with the Employment Eligibility Verification Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. The Consultant shall (1) enroll in the U.S. Department of Homeland Security's E-Verify system, (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 27 - SEVERABILITY

In the event any provision, section, or paragraph of this agreement is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, the remaining portions not found to be void, illegal, or unenforceable, shall remain in full force and effect.

SECTION 28 - PUBLIC RECORDS

Planning and Landscape Architect Consultant will keep and maintain public records required by the City to perform the service. Upon request from the City's custodian of public records, the Planning and Landscape Architect Consultant will provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Upon completion of the Agreement, the Planning and Landscape Architect Consultant will transfer, at no cost, to the City all public records in possession of the Planning and Landscape Architect Consultant or keep and maintain public records required by the City to perform the service. The Planning and Landscape Architect Consultant will ensure that the 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 term of the Agreement and following completion of the Agreement if the Planning and Landscape Architect Consultant does not transfer the records to the City. If the Planning and Landscape Architect Consultant keeps and maintains public records upon completion of the Agreement, the Planning and Landscape Architect Consultant shall meet all applicable requirements for retaining public records. If the Planning and Landscape Architect Consultant transfers all public records to City upon completion of the Agreement, the Planning and Landscape Architect Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records 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 information technology system of the City. If the Planning and Landscape Architect Consultant does not comply with the City's request for public records, the City shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement. This provision shall survive termination of this agreement.

Authority. Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year noted above.

INSPIRE PLACEMAKING COLLECTIVE, INCORPORATED: CITY OF SEBASTIAN, FLORIDA:

DocuSigned by:	
<i>George Kramer</i>	6/23/2023 2:31:55 PM EDT
BY: <u>90DFBF167B4D3...</u>	DATE: _____
BY: <i>[Signature]</i>	DATE: <u>7/12/2023</u>
George Kramer, AICP	Brian Benton
PRESIDENT	INTERIM CITY MANAGER

ATTEST (SEAL):

Approved as to form and legality for

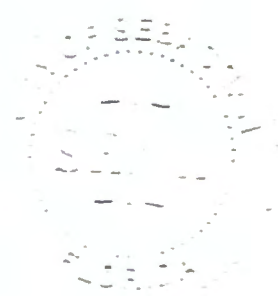
reliance by the City of Sebastian only:

Jeanette Williams

Jeanette Williams, MMC
CITY CLERK

Jennifer Cockcroft

Jennifer Cockcroft
CITY ATTORNEY



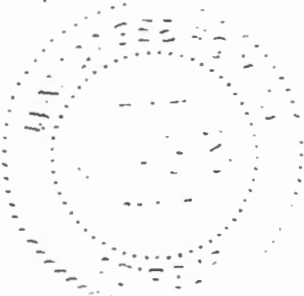
IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT JEANETTE WILLIAMS, CUSTODIAN OF PUBLIC RECORDS, AT 1225 MAIN STREET, SEBASTIAN, FL 32958; EMAIL: jwilliams@cityofsebastian.org; PHONE: 772-388-8215.

SECTION 29 – FORCE MAJEURE EVENT

Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to, acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), pandemic, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

SECTION 30 - PURSUANT TO SECTION 558.0035 FLORIDA STATUTES

THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.



Hourly Rates

The following key team members will be available to assist the City of Sebastian with the requested services (organizational chart can be found on page 11 and resumes for each individual can be found on pages 12-29). Their hourly rates are noted in the table below.

Employee	Title	Bill Rate
Addington, Robbie	Planner	\$100.00
Bredfeldt, Erik	Economic Development Director	\$195.00
Canary, Laura	Project Manager	\$180.00
Castro, Gabriela	Planner	\$130.00
Del Monte, Leslie	Project Manager	\$180.00
Dougherty, Christopher R.	Principal	\$195.00
Gould, Sarah Sinatra	Principal	\$195.00
Hill, Nickolas	Planner	\$130.00
Jones, Lainie	Graphic Designer	\$95.00
Kahnle, Mike	Principal	\$195.00
Kramer, George	Principal	\$195.00
Martin, Katie	Planner	\$130.00
McKibben, Hunter	Senior Landscape Architect	\$165.00
Moise, Deandrea	Urban Planner	\$135.00
Peterson, Kyle	Landscape Designer	\$100.00
Raasch, Eric	Principal	\$195.00
Schaefer, Em	Principal	\$195.00
Schulman, Rachael	Graphic Designer	\$95.00
Sicilia, Claudia	Urban Designer	\$130.00
Tyjeski, Patricia A.	Principal	\$195.00



CITY COUNCIL AGENDA TRANSMITTAL

Council Meeting Date: July 12, 2023

Agenda Item Title: Award Consultant Service Agreements for Professional Planning and Architect Services and Authorize the City Manager to Execute the Appropriate Documents

Recommendation: Staff recommends City Council approve the selection of the top five (5) scoring Consultants for Professional Planning and Architect Services submitted under RFQ 23-06, and authorize the City Manager to execute the individual agreements.

Background: Community Development historically maintains three (3) to five (5) Community Development Consultants for Professional Planning and Architect Services. The Consultants provide advice/consultation, technical investigation/analysis, design, and other professional services necessary in the implementation of City plans, projects, and initiatives. On February 22, 2023, Staff posted a Request for Qualification (RFQ) for continuing Professional Planning and Landscape Architect Services, RFQ #23-06, in accordance with the Consultants' Competitive Negotiation Act (CCNA, FS287.055). The City received nine (9) responses from qualified firms. A Selection Committee was formed to review and rank the firms in accordance with criteria outlined within the RFQ. The top five (5) firms were ranked highly qualified and available to provide the posted services. Staff recommends approval of continuing services Consultant Service Agreements with the following five (5) firms shown in the attachments. The effective date of the contracts will be July 13, 2023, expiring on July 12, 2026, with two (2) additional one (1) year terms.

If Agenda Item Requires Expenditure of Funds:

Budgeted Amount: NA

Total Cost: NA

Funds to Be Utilized for Appropriation: NA

- Attachments:**
1. Ranking Summary
 2. GAI Consultants, Inc., Agreement
 3. Kimley-Horn and Associates, Inc., Agreement
 4. LandDesign, Inc., Agreement
 5. Inspire Placemaking Collective, Inc., Agreement
 6. Coastal Wide, LLC, Agreement

Administrative Services Department Review: _____

City Attorney Review: _____

Procurement Division Review, if applicable: _____

City Manager Authorization: _____

Date: 7/6/2023

RFQ #23-06, PROFESSIONAL PLANNING AND ARCHITECT SERVICES
RFQ TABULATION

Company	Lisa Frazier	Darin LaGesse	Dori Bosworth	Total Score
GAI Consultants, Inc.	98	100	100	298***
Kimley-Horn and Associates, Inc.	98	100	95	293***
Inspire Placemaking Collective, Inc.	94	95	95	284***
LandDesign Inc.	93	100	77.5	270.5***
Coastal Wide, LLC	100	90	62.5	252.5***
Hitchcock Design Group	70	70	90	230
NUE Urban Concepts	60	85	82.5	227.5
Klavon Design Associates	65	87.5	72.5	225
Axis Infrastructure	75	85	62.5	222.5

Upon review of the proposals from the nine (9) submittals, the Evaluation Committee recommends five (5) for award. The five (5) professional planning and architect services are as follows:

- 1) GAI Consultants
- 2) Kimley-Horn & Associates
- 3) Inspire Placemaking Collective
- 4) LandDesign, Inc.
- 5) Coastal Wide