

PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF AVON PARK

THIS AGREEMENT is made and entered into this 1st day of October, 2012, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Avon Park** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in preparing the Update to the Ten-Year Water Supply Facilities Work Plan and related Comprehensive Plan Amendments for submission to the Southwest Florida Water Management District and the State of Florida Department of Economic Opportunity (DEO) as detailed in Attachment A, IV– Scope of Work.
- C. 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 CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) and the Specialized Planning Service to prepare the Capital Improvement Element Update (IV in Attachment A) is **\$20,000 (twenty thousand dollars)**. The fixed fee for the Specialized Planning Services for the completion of the Update to the 10 Year Water Supply Plan and Related Comprehensive Plan Amendments (IV in Attachment A) is **\$5,000 (five thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for both the Generalized and Specialized Planning Services of **\$25,000 (twenty-five thousand dollars)** to be paid in four (4) payments, beginning October 1, 2012 with a final payment due July 1, 2013. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 1, 2012	\$6,250
January 1, 2013	\$6,250
April 1, 2013	\$6,250
July 1, 2013	\$6,250

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

IV. PERIOD OF AGREEMENT

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

V. 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 CITY 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 CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement for cause upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. 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.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY 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.

X. RIGHT TO WORK PRODUCTS

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

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

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

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

CITY OF AVON PARK

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: Sharon Schuler
Sharon Schuler, MAYOR

By: Patricia M. Steed
Patricia M. Steed, Executive Director

Cheryl Tiltgen
Witness

Jennifer Coda-Schib
Witness

Approved as to legal form and sufficiency:

[Signature]
City Attorney

[Signature]
Council Attorney

City of Avon Park
SCOPE OF WORK FOR FY 2012-2013

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall prepare the staff portion of the Planning and Zoning Board agenda packets, coordinate with the Planning and Zoning Board members to schedule meetings, and attend the CITY Planning and Zoning Board meetings.
- E. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.

II. ROUTINE MAPPING (ON GIS BASE MAP)

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

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d)

coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.

SPECIALIZED PLANNING SERVICES

IV. UPDATE TO THE 10-YEAR WATER SUPPLY PLAN AND RELATED COMPREHENSIVE PLAN AMENDMENTS

The following outlines the scope of work that will be administered and coordinated by the COUNCIL for the preparation and delivery of the City's Updated 10 Year Water Supply Facilities Work Plan and related Comprehensive Plan Amendments, consistent with Chapter 163, Florida Statutes.

- A. Prepare the City's Updated 10-Year Water Supply Facilities Work Plan.
- B. Prepare the Comprehensive Plan Amendments related to Water Supply.
- C. Hold a transmittal public hearing with the Planning and Zoning Board and City Commission on the Comprehensive Plan amendments for Water Supply. (Prepare required public notice.)
- D. Transmit Water Supply Facilities Work Plan and Comprehensive Plan Amendment Package to the Florida Department of Economic Opportunity (DEO).
- E. Revise the Plan and Amendments based on the comments provided by the review agencies.
- F. Hold an adoption public hearing with the City Council to adopt the Plan Amendments. (Prepare required public notice.)
- G. Submit the final adopted Amendments to DEO.