# City of Marco Island Florida



## CONTRACT 2020-009:

# Planning Consulting Services for the Comprehensive Plan Update

### March 3, 2020

Florida Gulf Coast University Board of Trustees 10501 FGCU Blvd S. Fort Myers, FL 33965 Phone: (239) 590-7020

AND

City of Marco Island 50 Bald Eagle Drive Marco Island, Florida 34145 Phone: (239) 389-5000

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#### **Professional Services Agreement**

**THIS AGREEMENT,** made and entered into this 3<sup>rd</sup> day of March, 2020, by and between Florida Gulf Coast University Board of Trustees, hereinafter called the "Consultant," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

#### **WITNESSETH**

1. <u>CITY APPROVAL OF PROPOSAL/AGREEMENT</u>: The Response to RFP #2020-009 Planning Consulting Services for the Comprehensive Plan Update, submitted by the Consultant on January 2, 2020, as well as a Services Proposal dated February 24, 2020 (Exhibit "A") have been approved for contract award.

2. CONTRACT TIME: As specified in the Exhibit "A".

3. **<u>STATEMENT OF WORK:</u>** Planning Consulting Services for the Comprehensive Plan Update as specified in the Exhibit "A" and RFP 2020-009.

4. <u>COMPENSATION</u>: As specified in the Exhibit "A". The City shall compensate the Consultant for the satisfactory performance of work based solely on the services provided as may be ordered by the City from time to time during the term of this Agreement. All invoices shall be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

5. NOTICES: Consultant's address of record:

Dr. Margaret Banyan Project Manager/Landscape Architect Florida Gulf Coast University Board of Trustees 10501 FGCU Blvd S. Fort Myers, FL 33965 mbanyan@fgcu.edu Phone: (239) 590-7850

City's address of record:

Lina Upham Purchasing and Risk Manager/Deputy City Clerk 50 Bald Eagle Drive Marco Island, Florida 34145 lupham@cityofmarcoisland.com Phone: (239) 389-5000

The Consultant and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Consultant. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Consultant is an agent of the City of Marco Island.

7. **LICENSES:** Consultant must be fully licensed for the type of work to be performed in the State of Florida. Licenses must remain current during contract term with the City. Professional License number(s) must be identified.

8. **NO IMPROPER USE:** The Consultant will not use, nor cause or permit any employee or subConsultant to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Consultant the City, or its authorized representative, shall deem such conduct on the part of the Consultant to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Consultant in full or in part. Should the Consultant fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Consultant further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Consultant.

9. **TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other.

Should the Consultant be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. The City shall be the sole judge of non-performance or cause.

Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Consultant.

10. **NO DISCRIMINATION:** The Consultant agrees not to discriminate against or upon employees or subConsultants as to race, sex, color, creed or national origin.

11. **INSURANCE:** Consultant is a public body corporate of the State of Florida, and warrants and represents that it is self-funded for liability insurance pursuant to Chapter 284, Florida Statutes, and to the limits provided for in section 768.28, Florida Statutes, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Consultant.

#### 12. INDEMNIFICATION:

• To the extent provided by law, Consultant shall indemnify and hold City harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts of itself and its employees and agents in completing its responsibilities under this Agreement.

Nothing contained herein shall obligate Consultant to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which Consultant could be held liable under the provisions of Section 768.29, Florida Statutes, nor will anything herein be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, and nothing herein will be read as increasing the liability of Consultant to any person or entity beyond the limits of liability for which Consultant could be held liable under Section 768.28, Florida statutes, for this indemnity requirement.

 To the extent provided by law, City shall indemnify and hold Consultant harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts of itself and its employees and agents in completing its responsibilities under this Agreement. Nothing contained herein shall obligate City to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which City could be held liable under the provisions of Section 768.29, Florida Statutes, nor will anything herein be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, and nothing herein will be read as increasing the liability of City to any person or entity beyond the limits of liability for which City could be held liable under Section 768.28, Florida statutes, for this indemnity requirement.

13. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the City Manager or his designee on behalf of the City. The Consultant shall only receive and act upon orders and directives issued by the City Manager, his designee, or the City's Purchasing and Risk Manager/Deputy City Clerk.

14. <u>COMPONENT PARTS OF THIS AGREEMENT</u>: This Agreement consists of, by reference, the Contract Bidding Documents for: Consulting Services for Nutrient Source Evaluation & Assessment, **RFP# 2020-009** and the Consultant's Proposal submittal, Exhibit "A" attached, and thus made a formal part of the binding Agreement between the City and the Consultant.

15. **OFFER EXTENDED TO OTHER ENTITIES:** The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

16. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

17. **ACCESS TO RECORDS AND AUDIT CLAUSE:** All records, books, documents, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

18. <u>PUBLIC RECORDS</u>: Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

Consultant shall 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, and following completion of the Agreement until the records are transferred to City. Upon request from City custodian of public records, Consultant shall provide City 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 cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.

Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by Consultant shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

Any compensation due to Consultant shall be withheld until all records are received as provided herein.

Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

#### Section 119.0701(2)(a), Florida Statutes

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

<b>Custodian of Public Records:</b>	LAURA LITZAN, CITY CLERK
Mailing address:	50 Bald Eagle Drive, Marco Island, FL 34145
<b>Telephone number:</b>	239-389-5010
Email:	llitzan@cityofmarcoisland.com

19. **ANTI-LOBBYING:** Consultant warrants that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Consultant any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability. This provision shall not apply to Consultant's retention of an attorney on a non-contingent fee basis for purposes of negotiating this Agreement.

20. **SEVERABILITY:** Should any provision of the Agreement be determined by a court to be unenforceable; such a determination shall not affect the validity or enforceability of any other section or part thereof.

21. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Consultant.

22. **GOVERNING LAW, JURISDICTION AND VENUE:** The Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

23. **SAFETY. GOVERNMENTAL COMPLIANCE AND HAZARDOUS MATERIALS:** Consultant shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Consultant in addition to its own standards shall comply will all safety policies and procedures initiated by Consultant for the Project, including Consultant's policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Consultant shall immediately notify City of any injury to any of the Consultant's employees. Consultant shall require its personnel to attend any safety meetings the City might conduct and direct Consultant to attend.

Consultant agrees that in performing its Work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, or removed from the site, by Consultant's operations. The term "hazardous wastes, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. In the event Consultant encounters material reasonably believed to be hazardous wastes, chemicals or substances, Consultant shall immediately stop work in the area affected and report such condition to City in writing. Consultant shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Consultant shall be responsible for any and all claims and damages resulting from its use, handling, storage, removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will indemnify, defend and hold City harmless from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs and costs of all cleanup operations wherever and whenever required by any governmental authority or City.

24. **SCRUTINIZED COMPANIES:** Consultant certifies that it and its subConsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subConsultants are found to have submitted a false certification; or if the Consultant, or its subConsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subConsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subConsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subConsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

25. <u>E-VERIFY:</u> Consultants providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Consultants will be subject to contract sanctions, up to and including contract termination.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

Corporate Secretary/Witness

2<sup>nd</sup> Witness (If Not Incorporated)

ITS:

Date: 319/20

CONSULTANT:

FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

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BY: <u>Tachung Yih, Ph.D.</u>

Associate Vice President for Research

[Corporate Seal]

Approved as to Form and Legality Wark Jones 3-6-20

Lisa Jones Associate General Counsel Florida Gulf Coast University Board of Trustees

ATTEST:

**OWNER:** CITY OF MARCO ISLAND, FLORIDA

BY:

3-26-20

Laura Litzan, City Clerk

Date:

Me BY:

Mike McNees, City Manager

×4 3.11.2020

Approved as to form and legal sufficiency for the use and reliance of the City of Marco Island only.

BY:

Alan L. Gabriel, City Attorney



#### **Exhibit A - Scope of Services**

#### Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT will provide and perform the following services that constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The Consultant's approach is based on the assumption that a successful comprehensive plan update process will accomplish two objectives simultaneously. First, the Consultant will strive to engage the people of Marco Island and their elected and appointed officials in a broad, visionary process that provides a critical analysis of the current pattern of development in the City of Marco Island (MARCO ISLAND); that evaluates the sustainability and livability of existing conditions, including the local and regional economy, as well as the City's land development programs; that meets the requirements of Florida's planning and growth management laws, including the sweeping updates to Florida Statute and the Florida Administrative Code per the 2011 Community Planning Act.

#### **Overview of Objectives**

MARCO ISLAND seeks to incorporate a broad, visionary approach that critically assesses the existing pattern of development in Marco Island, with an eye towards improvements and transparency that address the City's core values, including but not limited to:

- Enhance quality of life, including strategies to enhance livability, support strong neighborhoods, and sustain important public services;
- Creating a "great residential community" through well-maintained infrastructure, diversity of housing, and enhanced mobility;
- Reinforcing the City's "small town feel" through a strong policy framework that address built form, scale in addition to densities/intensities;
- Enhance and maintain opportunities for an aesthetically attractive, uncluttered, compact, and interconnected built and natural environmental, while maintaining a small-town appearance and feel;
- Address the public interest to enhance walkability and provide for multi-modal transportation options through a complete streets approach and to provide alternatives to reliance on single-occupancy motor vehicles as the predominant means of travel in the city; and
- Identify changes to the Comprehensive Plan necessary to satisfy current statutory requirements;
- Introduce alternative forms of storm water management to allow for maximization of densities and intensities and reduce urban sprawl;
- Enhance and maintain recreational and cultural opportunities while maintaining community character.



#### OFFICE OF RESEARCH AND GRADUATE STUDIES

• Address community resiliency, evacuation, and disaster preparedness relating to sea level rise and major natural events.

As part of the process, this project will review the Comprehensive Plan to identify areas where new policy directions may be needed to move the City towards a more resilient future and/or the Comprehensive Plan may be more streamlined. Some of the OBJECTIVES to be considered during this process may include:

- Review and utilization of publicly available population projections and other City demographics;
- Identification of appropriate planning timeframe;
- Review and utilization of publicly available economic assumptions to guide the City's fiscal and economic strategies;
- Enhanced preservation of environmentally sensitive lands through effective, compact, and mixed-use development in appropriate activity centers and land conservation techniques;
- Planning for infill and redevelopment areas with specific attention to the "Downtown" area;
- Enhanced multi-modal transportation opportunities, including complete streets, and landand water-based transit;
- Planning for alternative energy and storm water treatment for additional population growth in a framework that protects the quality of water resources, the natural environment, property values, tourism, businesses, and/or recreation opportunities.
- Cost-effective review of level of service improvements and alternative funding approaches for all mandated classes of infrastructure; and
- Innovative approaches to urban agriculture, mixed-use development, green building standards, and housing opportunities in close proximity to jobs, services, and recreation;
- Strategies to sustain and enhance recreational activities and public access to Marco Island beaches, without negatively impacting the character of the area, particularly residential neighborhoods.
- Strategies to sustain and enhance Marco Island's community assets, including parks and urban centers.
- Strategies to sustain and enhance public access to Marco Island's waterfront and other waterways.
- Strategies to streamline and/or re-envision the Comprehensive Plan document.

#### **Overview of Process**

The Consultant anticipates the key tasks in the process as follows:

1. *Project Initiation/Background Research* – create detailed project plan and timeline; conduct orientation and scoping meetings with City officials and staff to discuss key land



#### OFFICE OF RESEARCH AND GRADUATE STUDIES

development issues and land use planning objectives; assist in the development of Steering Committee; finalize public communication and outreach plans, and establish a branded identity for the project; collect data needed for baseline research and analysis to support community visioning; and evaluate issues.

- 2. Agency and Public Identification of Issues and Opportunities -- build on initial orientation and scoping meetings with Steering Committee, City officials and staff by conducting outreach meetings with Steering Committee, governmental agencies (local, regional, state, and federal); the City's local planning agency (Planning Board); and other appropriate public agency and non-governmental organization stakeholders; identify changes in state law that have occurred since the comprehensive plan update process in 2009. This will include changes as required by the 2011 Community Planning Act (HB 7207); review issues with key stakeholders, including business owners and civic groups; frame the initial issues and opportunities important to MARCO ISLAND. Incorporate issues as may be identified in the strategic planning process. All documents will be produced and reviewed in conjunction with Steering Committee and City Staff as developed in project plan.
- 3. **Project Framework Report** -- develop a preliminary framework for the project, categorize the issues and opportunities to be addressed and the analysis required, collect data to support the project, develop an action plan for preparation of the Comprehensive Plan, identify potential policy directions and strategies to develop the amendments or chapters to be included in the Comprehensive Plan. Identify strategies to incorporate innovative planning tools into the Comprehensive Plan and identify key areas where modernization or wholesale re-writing of the document is required to address changing best practices and industry standards. This report will also include an outline of state requirements to be incorporated in the amendment/plan.



- 4. *Civic Engagement* <sup>1</sup> *Project Year One--* host public meeting meetings with stakeholders, business owners, and civic groups, and citizens to obtain feedback on issues, opportunities, and strategies that will move Marco Island in the desired direction. No less than one (1) general widely advertised workshops will be held and video recorded to ensure public access. In addition, the scope will include an additional on-line survey or data collection process. Civic engagement efforts will be coordinated with the City's public outreach staff to ensure maximum access and participation. Additional public meetings are optional and will be charged at a fixed fee rate as described in proposed budget.
- 5. Comprehensive Plan Assessment Report & Plan Framework-- prepare a draft report on the proposed changes to the Comprehensive Plan that are desirable and necessary; identify specific and detailed changes in policy direction that will inform amendments to the comprehensive plan; develop complete draft of proposed plan in outline format with goals, objectives, policies, strategies, and maps recommended; revise report based on Steering Committee, Staff, and Planning Board direction; present the report to City Council and amend based on policy direction.
- 6. **Draft Suggested Amendments** -- draft proposed goals, objectives, policies, principles, guidelines, standards, strategies, and maps necessary to amend the comprehensive plan to comply with the desired outcomes adopted by the City in the final project report; draft other proposed amendments necessary to reflect changes in state requirements; present the proposed amendments to stakeholders, the Planning Board and City Council at informational meetings and public hearings; prepare final revisions necessary to respond to Steering Committee, Planning Board, and City Council comments; and make presentations at final adoption hearings. It is the Consultant's intention to eliminate needless content and assist Marco Island to develop a plan which is clear and concise and establishes a decision framework for long term community issues and expenditures.

<sup>&</sup>lt;sup>1</sup> Outreach activities are an essential aspect to building community consensus in the update of the MARCO ISLAND Comprehensive Plan. While these meetings are not a requirement of Florida Statutes, the CONSULTANT relies upon these engagement opportunities to ensure the resulting plan reflects the community's vision, as well as the vision of Council, boards and other key stakeholders. The scope provides for a maximum of four (4) community meetings outside of the public hearings for transmittal and adoption and will be scheduled at important milestones in the project. Additional outreach activities may be identified as the project is underway, to be initiated as needed.



- 7. Civic Engagement<sup>2</sup> Project Year Two-- host a series of public meetings with stakeholders, business owners, and civic groups, and citizens to obtain feedback on issues, opportunities, and strategies that will move Marco Island in the desired direction. No less than three (3) general widely advertised workshops will be held and video recorded to ensure public access. In addition, the scope will include an additional on-line survey or data collection process. Civic engagement efforts will be coordinated with the City's public outreach staff to ensure maximum access and participation. Additional public meetings are optional and will be charged at a fixed fee rate as described in proposed budget.
- 8. *Adopt Amendments* -- prepare staff report, presentations, and conduct a total of three (3) transmittal hearings (one before the Planning Board hearing, and first and second readings before City Council), and three (3) adoption hearings (one before the Planning Board hearing, first and second readings before City Council), as required for adoption of the updated Comprehensive Plan.
- 9. **DEO Coordination** -- coordination with state agencies upon successful transmittal of the Comprehensive Plan and prepare revisions to the amendments based upon comments received. This task assumes the project will be subject to the State's expedited review process, however the coordinated review process may be required.
- 10. *Optional Tasks* it is understood the Client may request additional tasks under this scope that will be treated as a change order/supplement task by the CONSULTANT. Such optional tasks may include expanded civic engagement, additional public hearings, or expanded scope of the Comprehensive Plan Update, such as the development of new Elements/Chapters, population studies, or economic development studies.

<sup>&</sup>lt;sup>2</sup> Outreach activities are an essential aspect to building community consensus in the update of the MARCO ISLAND Comprehensive Plan. While these meetings are not a requirement of Florida Statutes, the CONSULTANT relies upon these engagement opportunities to ensure the resulting plan reflects the community's vision, as well as the vision of Council, boards and other key stakeholders. The scope provides for a maximum of four (4) community meetings outside of the public hearings for transmittal and adoption and will be scheduled at important milestones in the project. Additional outreach activities may be identified as the project is underway, to be initiated as needed.



#### **Overview of Fee Structure and Task Completion Date(s)**

Task	Task Name	Anticipated Time Frame*	Fiscal	FY Grand
No.			Year	Total
1	Project Initiation/Background Research	March - April 2020	20	\$17,549.00
2	Agency and Public Identification of Issues and Opportunities	March - May 2020	20	\$18,229.00
3	Project Framework Report**	May - August 2020	20	\$14,333.00
4	Civic Engagement	March – September 2020	20	\$10,481.00
5	Assessment Report / Plan Framework**	August - September 2020	20	\$14,031.00
Total Phase 1: FY 2020			\$74,623.00	
6	Draft Amendments **	September 2020 – February 2021	21	\$19,876.00
7	Civic Engagement	September 2020-March 2021	21	\$24,292.00
8	Adopt Amendments**	April – August 2021	21	\$13,070.00
9	DEO Coordination	April – August 2021	21	\$4,367.00
Total Phase 2: FY 2021			\$61,605.00	
10	Optional Tasks	As needed		\$2,265.00

\*Assumes contract execution by March 10, 2020

\*\* Written deliverable