

**AGREEMENT BETWEEN**  
**LAKE COUNTY, FLORIDA AND**  
**DUNCAN ASSOCIATES**  
**FOR**  
**PROFESSIONAL CONSULTING SERVICES**  
**FOR REVIEW OF AND UPDATE TO FOUR COUNTY IMPACT FEE SCHEDULES**

**RFP #09-0827**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and James Duncan and Associates, Inc., a Texas corporation registered as a foreign corporation with the State of Florida, d/b/a Duncan Associates, its successors and assigns, hereinafter referred to as CONSULTANT.

**Recitals**

**WHEREAS**, pursuant to legislative changes made to Section 163.31801(5), Florida Statutes, the COUNTY wishes to review and update, where necessary, its existing impact fee schedules for Transportation (roads), Fire Rescue, Parks and Recreation and Library facilities and services; and

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposals (RFP), #09-0827, in order to establish a contract for professional consulting services for analysis of and update to the above-listed County impact fee schedules; and

**WHEREAS**, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

## **Article 2. Purpose**

**2.1** The purpose of this Agreement is to acquire, through contract, professional consulting services for the analysis of Lake County's Transportation (roads), Fire Rescue, Parks and Recreation and Library impact fee schedules, and to recommend updated fee schedules for these facilities and services.

## **Article 3. Scope of Professional Services**

**3.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the services set forth in **Exhibit A**, attached hereto and incorporated herein by reference, hereinafter referred to as the Scope of Services, which shall cover impact fee studies for Transportation, Fire Rescue, Parks and Libraries. The tasks associated with the Scope of Services are as follows:

- Task 1 – Project Organization/Data Collection
- Task 2 – Staff Review Draft
- Task 3 – Final Study/Ordinance
- Task 4 – Public Meetings
- Task 5 – Administrative Cost Analysis

**3.2** All services/tasks described herein shall be completed no later than six (6) months from the date the last party to the Agreement executes this Agreement. This Agreement shall remain in effect until such time as the services set forth in **Exhibit A** have been delivered and/or completed, and accepted by the COUNTY.

**3.3** CONSULTANT acknowledges that time is of the essence for this project. CONSULTANT agrees to use reasonable diligence in performing its services subject to the requirements of sound professional practice.

**3.4** In the event that additional services beyond those included in the Scope of Services are required of the CONSULTANT, such additional services may be provided as negotiated or on a time-plus-expense basis at the hourly rates listed in the Project Budget (**Exhibit B**).

**3.5** Services rendered under the contract will not be deemed complete until a physical inspection and actual usage of the work product and services are accepted by the COUNTY, and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

**3.6** Any goods and/or services purchased as a result of this contract may be tested/inspected for compliance with specifications. In the event that any aspect of the work product or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate the contract or initiate corrective action on the part of the CONSULTANT, to include return of any non-compliant goods to the CONSULTANT at the CONSULTANT's expense, requiring the CONSULTANT to either provide a direct replacement

for the item, or a full credit for the returned item. The CONSULTANT shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

3.7 In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONSULTANT by the COUNTY for any contract or financial obligation.

#### Article 4. Payment

4.1 Payment shall be made in accordance with the Project Budget as attached hereto in Exhibit B. In no event shall the contract amount exceed \$135,100.00 for the Scope of Services, including expenses, unless through a Change Order approved in accordance with the Lake County Purchasing Policies and Procedures, or through a written amendment to this Agreement. Additional services beyond those included in the Scope of Services may be provided as negotiated or on a time-plus-expense basis at the hourly rates listed in the Project Budget (Exhibit B).

4.2 CONSULTANT shall submit invoices at the end of each month documenting the percentage of completion of each task and requesting payment based upon such percentage of completion. Invoices shall be organized to show the fees and services charged for work on each impact fee (Transportation, Fire Rescue, Parks and Libraries). Each invoice shall contain the RFP number and a detailed description of services and fees. Invoices shall be submitted in duplicate to Angi Thompson, Development Processing Manager, Department of Growth Management, P. O. Box 7800, Tavares, Florida 32778-7800. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and its contract may be terminated.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 CONSULTANT and COUNTY hereby agree that the hours of service, if any, set forth in Exhibit B are projected hours of service and that the CONSULTANT'S actual time may be more or less than the budgeted hours. The COUNTY shall pay the CONSULTANT only for the fixed fee amount by task, not to exceed the amount listed in Section 4.1.

4.5 Other than the reimbursable expenses, set forth in Exhibit B, if any, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder, unless through a Change Order approved in accordance with the Lake County Purchasing Policies and Procedures, or through a written amendment to this Agreement.

## Article 5. County Responsibilities

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall reimburse CONSULTANT in accordance with Article 4 above and for required services timely submitted, approved and accepted by COUNTY in accordance with the terms of this Agreement.

## Article 6. Special Terms and Conditions

6.1 Qualifications. The CONSULTANT shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required in order to perform the Scope of Services.

6.2 Licenses, Permits and Fees. The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project, if any, and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits or inspections, shall be borne by the CONSULTANT.

6.3 Omission from the Specifications. The apparent silence of the contract, specification and any addendum regarding any details, or the omission from the same of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

6.4 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in

a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**6.5 Subletting or Assignment of Contract.** The CONSULTANT shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its rights, title, or interests therein, without the prior written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the subcontract or assignment, or as subjecting the COUNTY to liability of any kind to any subcontractor or assignee. No subcontract or assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement, and all transactions with the COUNTY must be through the CONSULTANT.

**6.6 Insurance.** CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance set forth below. Failure to obtain and maintain the insurance set out below will be considered a breach of contract and may result in termination of the contract for default. Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subcontractor(s) of full responsibility for liability, damages and accidents as set forth herein. Required insurance is as follows:

- A. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- B. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- C. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with the Florida Statutes, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to obtain workers compensation insurance, the CONSULTANT must provide a notarized statement that if they are injured, they will not hold the Lake County Board of County Commissioners responsible for any payment or compensation.

D. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- E. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- F. **Lake County, A Political Subdivision Of The State Of Florida, and The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.
- G. Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.
- H. Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.
- I. The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P. O. BOX 7800, TAVARES, FL 32778-7800.
- J. Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.
- K. CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.
- L. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- M. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractors providing such insurance.

6.7 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from any negligent acts, errors or omissions of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

6.8 Independent Contractor.

A. CONSULTANT agrees that it shall be acting as an independent contractor, to provide the services required herein strictly under a contractual relationship with the COUNTY, and is not, nor shall be, construed as or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

B. As an independent contractor the CONSULTANT shall pay any and all applicable taxes required by law; shall comply with all Federal, State and local statutes, including but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The CONSULTANT shall be responsible for all income tax, FICA, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits for same shall be the responsibility of the CONSULTANT including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

C. CONSULTANT shall hire, compensate, supervise and terminate members of its work force. The CONSULTANT shall direct and control the manner in which work is performed including conditions under which the individuals will be assigned duties, how individuals report, and the hours individuals will work.

D. CONSULTANT acknowledges and agrees that CONSULTANT shall not be provided special space, facilities or equipment by the COUNTY to perform any of the duties required by this Agreement nor shall the COUNTY pay for any business, travel, or any other contract performance expenses not specifically set forth in this Agreement.

E. CONSULTANT shall not be exclusively bound to the COUNTY and may provide services to other private and public entities as long as it is not in conflict and does not provide a conflict of interest with the services to be performed for the COUNTY.

6.9 Ownership of Deliverables. CONSULTANT agrees that all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement, or furnished by COUNTY to CONSULTANT, shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable

by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

**6.10 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.11 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

**6.12 Accuracy.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

**6.13 Public Records / Copyrights**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with retention of public records regulations, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**6.14 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**6.15 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee contracts exceeding \$150,000, the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

**6.16 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.17 Prohibition Against Contingent Fees.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**6.18 Patents and Copyrights:**

A. The CONSULTANT, without exception, shall indemnify and save harmless Lake County and its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article provided by the CONSULTANT. The CONSULTANT has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CONSULTANT or is based solely and exclusively upon the COUNTY'S alteration of the article. The COUNTY will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONSULTANT may, at its options and expenses, procure for the COUNTY the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

**6.19 Right to Audit.** The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of

its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

#### **Article 7. General Conditions**

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.3 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY'S purchasing policies and procedures.

7.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.9 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:	If to COUNTY:
James B. Duncan, President James Duncan and Associates, Inc.,	Angi Thompson, Development Processing Manager, Dept. of Growth Management
d/b/a Duncan Associates	cc: Sanford A. Minkoff, Lake County Attorney
360 Nueces Street, Suite 2701	P.O. Box 7800
Austin, TX 78701	Tavares, FL 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**Article 8. Scope of Agreement**

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 and by CONSULTANT through duly authorized representative.

**CONSULTANT**

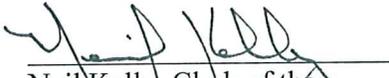
James Duncan and Associates, Inc.  
d/b/a Duncan Associates

  
Print Name: James B. Duncan  
Title: President

**COUNTY**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

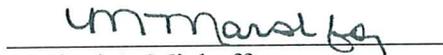
ATTEST:

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

  
Welton G. Cadwell  
Chairman

This 27<sup>th</sup> day of October, 2009

Approved as to form and legality:

  
Sanford A. Minkoff  
County Attorney

**Exhibit "A"**  
**Scope of Services**

The purpose of this project is to assist Lake County in updating its impact fees for transportation, parks and recreation, libraries and fire/rescue facilities.

**Task 1: Project Organization/Data Collection**

The first task of the project will involve data collection and project organization. Immediately upon contract execution, we will work with the County's project manager to schedule one day of joint or back-to-back meetings with key members of County staff. At these initial organizational meetings, we will gather available information related to the project, identify major policy issues involved in updating the County's impact fee program, coordinate staff and consultant responsibilities and establish the project schedule.

The County should provide the consultant team, without charge, copies of all relevant plans, studies and documents needed to perform the scope of work. These may include, but are not limited to:

- o adopted land use and facility plans;
- o capital improvements programs;
- o annual budgets and comprehensive financial reports;
- o inventories of existing facilities and equipment;
- o data on existing land uses and projected growth;
- o debt payment schedules for outstanding bond issues;
- o history of impact fee revenues and developer credits.

In addition to data collection, the meetings will address policy and methodological issues, including but not limited to:

- o levels of service on which fees will be based;
- o reducing the number of land use categories in the fee schedules;
- o calibrating travel demand factors;
- o transportation fee components (state roads, collectors, right-of-way costs);
- o additional transportation funding options;
- o retaining or modifying transportation benefit district boundaries;
- o equivalent dwelling units versus population for parks and libraries;
- o annualized versus initial costs for fire/rescue facilities;
- o fire/rescue calls-for-service versus functional population.

At the conclusion of the task, we will prepare a memorandum summarizing the organizational framework for the project and listing additional data to be provided by the County. The Project Organization Memorandum will be delivered to the project manager within two weeks of the organizational meetings.

*Deliverables: Project Organization Meeting  
Project Organization Memorandum*

## **Task 2: Staff Review Draft**

This task entails the preparation of an initial draft of the impact fee analysis for staff review. This report will comprise all of the elements needed to calculate updated transportation, parks, library and fire/rescue impact fee schedules. These include the appropriate demand factors by land use type, the appropriate level of service standards to ensure that new development is not charged for a higher level of service than existing development; which capital facilities are to be included in the fee calculation; the appropriate capital facility costs (including land cost per acre, construction costs, soft costs including design, etc, and equipment costs); and the appropriate revenue credits to ensure that new development is not charged twice for the same level of service. The study will comply with the requirements of Florida statutes and the guidelines laid down by Florida case law, including consistency with the dual rational nexus test. The methodologies will be clearly explained and data sources will be documented.

In particular, the study will review, and, if appropriate, recommend potential changes to the benefit district boundaries. The report will also include a section on methods of indexing the fees on an annual basis to account for cost inflation or deflation. Finally, the transportation section of the study will present alternative fee schedules based on four recommendations of the Transportation Alternative Funding Task Force, namely 2, 4B, 5A and 7 and the corresponding revenue credits that would need to be provided for each of these alternative funding sources.

*Deliverable: Staff Review Draft Impact Fee Study*

## **Task 3: Final Study/Ordinance**

Following receipt of staff comments, consultant will prepare a public review draft of the impact fee study. Following local meetings and workshops with the public and/or the County Commission (not included in this task – see Task 4), the Consultant will make appropriate amendments to the study to reflect local input and prepare the final draft. Concurrent with the public review draft, we will submit to the County attorney's office recommended changes to County ordinances as needed to implement the recommended changes to the impact fee system. The final drafts, including all supporting spreadsheets, will be delivered to the County in electronic format.

*Deliverables: Public Review Draft Impact Fee Study  
Final Draft Impact Fee Study and Supporting Spreadsheets  
Recommended Changes to the Impact Fee Ordinance*

## **Task 4: Public Meetings**

In addition to the organizational meetings in Task 1, we will be available to attend and participate in additional meetings and/or public hearings with the impact fee committee, the Board of County Commissioners or the general public as desired by the County. We will prepare exhibits suitable for public meetings that illustrate and summarize the results and recommendations of the study. Meetings should be scheduled approximately two weeks after delivery of documents to provide time for local review prior to the meetings. It is anticipated

that there will be 11 meetings. Each meeting will at a minimum be attended by one representative from Duncan Associates (Jim Duncan or Clancy Mullen). This task is limited to a maximum of 11 person-days by Duncan Associates personnel. Dr. Nicholas will attend meetings as required and provide review of the economic data developed as a part of the studies. We will also be available for additional meetings on a time-plus-expense basis.

*Deliverable: Duncan Associates Meeting Attendance (11 Person-Days)*

#### **Task 5: Administrative Cost Analysis**

The consultant, using data provided by the County on staff hours spent by pay scale on various tasks related to impact fee collection and administration, will prepare an analysis of the costs of impact fee administration. The analysis will be provided in a written memorandum, and will recommend maximum fees that could be charged to recover the costs of impact fee administration. The extent of differentiation of administrative fees by type of impact fee, scale of project or discrete tasks (such as review of independent fee assessments, developer credit agreements, refunds, etc.) will depend on the nature of the data provided by the County.

*Deliverable: Administrative Fee Report*

**Exhibit "B"**  
**Project Budget**

The consultant's compensation for the work described in the Scope of Services shall be a fixed-fee amount by task, as shown in the following table, not to exceed \$135,100. Consultant shall bill the County monthly based on the percentage completed for each task. Task 4 will be billed at a rate of \$2,124 per meeting.

<u>Task</u>	<u>Roads</u>	<u>Fire</u>	<u>Park</u>	<u>Library</u>	<u>Total</u>
1: Project Organization	\$5,250	\$1,680	\$1,200	\$1,200	\$9,600
2: Staff Review Draft	\$47,228	\$14,376	\$10,266	\$10,266	\$82,136
3: Final Study/Ordinance	\$8,625	\$2,625	\$1,875	\$1,875	\$15,000
4: Public Meetings (11)	\$5,841	\$5,841	\$5,841	\$5,841	\$23,364
5: Admin. Cost Analysis	\$1,250	\$1,250	\$1,250	\$1,250	\$5,000
Total	\$68,464	\$25,772	\$20,432	\$20,432	\$135,100

Additional services beyond those included in the Scope of Services may be provided as negotiated or on a time-plus-expense basis at the following hourly rates: James Duncan, \$195; Clancy Mullen, \$175; John Stott, \$120; Eric Damian Kelly, \$225. These rates include all normal business expenses except travel expenses. Alternatively, attendance at additional meetings can be provided at a lump sum of \$2,124 per meeting, inclusive of travel expenses. Expert witness and litigation support services will be billed at one and one-half times the above hourly rates.