

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made this 20th day of October, 2015, between the City of Venice, a Florida municipal corporation ("City"), and Toole Design Group, LLC a Maryland Limited Liability Corporation authorized to work in the State of Florida ("Consultant").

WITNESS:

Whereas The City desires to prepare a Master Plan for development of the City Parks System as required by City Code Section 46-3, and the Consultant is willing to perform those services.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I Description of Project

The master plan will provide an assessment of the current and future needs of the parks system, its facilities, programs and maintenance over the course of the next twenty years.

ARTICLE II Term

The Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue through the duration of the Project.

ARTICLE III Consultant's Scope of Services

The Consultant shall perform professional Consulting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit I including the proposed schedule, the Sarasota County Request for Proposal RFP 142848KR, and Consultant's proposal submittal, which is attached to this agreement and by this reference made a part of it.

ARTICLE IV Changes in Scope

If changes occur either in the Consultant's Scope of Services or the Description of the Project, a supplemental agreement shall be negotiated at the request of either party.

ARTICLE V Consultant's Fee

As compensation for Basic Services as described in Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Consultant shall be paid a "Basic Fee", which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount of **ninety three thousand two hundred ninety-five dollars and 00/100's (\$ 93,295.00)**.

Payment Schedule for Basic Fee.

The Basic Fee shall be paid in the following installments as the Consultant's work progresses based on invoices submitted by the Consultant no more frequently than monthly based on task percent completion as outlined in Exhibit I.

Certified Cost Records.

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account for the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

ARTICLE VI Ownership of Plans and Documents: Records

The field notes, design notes, original drawings, as instruments of service, are and shall remain, the property of the Consultant; however, the City shall be furnished, at no additional cost, one set of reproducible mylars of the original drawings of the work, three paper copies and one digital copy of all plans. Copies of all field documentation collected shall be provided to the City.

The City shall make copies for the use of the Consultant, of all of its maps, records, laboratory tests or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records or other materials available to the City from any other public agency or body.

The Consultant shall furnish to the City, copies of all maps, records, field notes and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

ARTICLE VII
Termination

This Agreement may be terminated by either party upon 30 days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may be terminated by the City for its convenience upon 30 days' prior written notice to the Consultant.

In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VIII
Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article IX
Indemnity

The Consultant agrees to indemnify the City, its officials, officers, agents and employees and hold them harmless from all actions of any character brought because of any injury or damages sustained by any person, persons or property resulting from any asserted negligent act, error or omission of the Consultant or its agents, subcontractors or employees. The Consultant is not required under this agreement to defend the City, its officials, officers, agents or employees, or any of them from assertions that the City was negligent, or indemnify the City from liability based on the City's negligence. The indemnity required here shall not be limited by reason of specification of any particular insurance in this Agreement.

ARTICLE X
Prohibition Against Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE XI
Insurance

The Consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit II INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at 30 day's prior written notice shall have been given to the City.

ARTICLE XII
Discrimination Prohibited

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE XIII
Records

Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Contractor upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

This contract and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

ARTICLE XIV
Venue and Governing Law

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:




CITY CLERK

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

BY: 


JOHN HOLIC, MAYOR

ATTEST:



Lu Cheng, Contracts Admin.
Signed by (typed or printed)

TOOLE DESIGN GROUP, LLC

BY: 

Eric Mongelli, Vice President
Signed by (typed or printed)

Approved as to Form and Correctness



David Persson, City Attorney

City of Venice, FL
Park Master Plan – Consultant Scope of Work
September 28, 2015

The City of Venice, Florida desires to prepare a Master Plan for development of the City Parks System as required by City Code Section 46-3. The master plan will provide an assessment of the current and future needs of the parks system, its facilities, programs and maintenance over the course of the next twenty years.

Task 1: Data & Information Collection

The City will provide information on existing park facilities including an inventory of facilities, amenities and equipment at all city-owned and county-maintained parks. The City will also provide information on existing recreational programs at city-maintained parks. (Information on recreation programs at county-maintained parks must be obtained from Sarasota County.) City will provide copies of all relevant City planning documents (code, comprehensive plan, planning studies), budget documents and other regional studies and plans developed by Sarasota County, the MPO and other organizations. City will provide a list of other public and private park and recreation facilities within or near the city which may provide recreational opportunities for citizens and visitors. City will provide a list of potential public space comprised of excess rights-of-way, vacant land, and other publicly-owned space not currently part of the park system. The City Manager will appoint a staff liaison to serve as the City's project manager for this effort. The project manager will be the point of contact for the consultant.

1. Consultant will attend a kick-off meeting with key staff to discuss information and data collection, process, criteria and schedule.
2. Consultant will compile and evaluate the information provided by the City, and make the City aware of any gaps in the information.
3. Consultant will compile information on current trends in parks planning and recreational programming and best management practices and standards in the planning & programming of parks and recreational programs.
4. Consultant will prepare a demographic profile of city residents, based on available census data and/or information provided by the City.
5. Consultant will develop a list of evaluation criteria to be used in evaluating the existing system.

Deliverables:

- *Detailed written list of existing City parks, including the type of existing recreational facilities and the recreational programs at each park based on information provided by the City.*
- *Written report on current trends, best management practices and standards related to parks planning, recreational programming at parks and parks and recreational programming.*
- *Written report on the demographic profile of city residents.*
- *Written report on final evaluative criteria*

City of Venice, FL
Park Master Plan – Consultant Scope of Work
September 28, 2015

Task 2: Evaluation of Existing Conditions

The Consultant will visit and evaluate the City's existing parks system, based on the evaluation criteria.

1. Consultant will prepare a base map of the parks system (using information and data provide by the City) showing the locations of existing parks, recreation facilities, trails, greenways, natural areas, civic spaces, and other elements of the system.
2. Consultant will spend one day day visiting, photographing, and evaluating the existing system. The team will visit as many parks as possible during that day. City Staff will join the Toole Team to visit the parks. The site visits will take place during the same week of the stakeholder meetings and community workshops
3. Consultant to conduct a Service Area Analysis including acreage, facilities, and access.
4. Consultant will prepare a summary of findings.

Deliverables:

- *Base map by the City*
- *Interim Draft Chapter 1 – Existing Conditions Summary*

Task 3: Outreach and Needs Assessment

City will provide a list of community stakeholders and contact information. City will advertise all community input meetings and public meetings, reserve meeting rooms, and arrange all logistics.

1. Consultant will review the stakeholder list and supplement it with additional groups or organizations which should be included in the process.
1. Consultant will organize and conduct two community input meetings including preparation of presentations, exhibits, maps, handouts, etc. Both meetings will be held during the early stage of the project to introduce the project and identify the recreational needs of the community. These two meetings shall be scheduled at times and places (e.g. on and off the island) to maximize the potential for participation by the public. City to coordinate all workshop logistics, including workshop location and reservations, participant invitations, and food and beverages.
2. Consultant will conduct one-on-one stakeholder interviews with no more than 15 key community stakeholders over two consecutive days.
3. Consultant shall establish a web-based survey using Survey Monkey or other platform to collect additional stakeholder input via written comment and electronic media for the duration of this outreach stage.
4. Based on information obtained from Tasks 2 and 3, the Consultant will develop a list of potential needs, to include new and/or upgraded facilities, maintenance and operational improvements, the demand for new or additional recreational programs and possible code changes.

City of Venice, FL
Park Master Plan – Consultant Scope of Work
September 28, 2015

5. Consultant will attend one Parks and Recreation Advisory Board Meeting to provide an interim report.

Deliverables:

- *Meeting and workshop minutes including comments, suggestions and recommendations provided at community input meetings, during stakeholder interviews and through other means*
- *Interim Draft Chapter 2 - Needs Assessment Summary*
- *Presentation on interim report before the Parks and Recreation Advisory Board.*

Task 4: Long Range Vision

Consultant will Plan and facilitate a 1 Day Visioning Workshop with staff, residents, and/or other stakeholders to determine the appropriate response to the needs assessment, as well as a long range vision for the future Parks and Recreation System.

1. Consultant to prepare and submit an agenda for the workshop for review and discussion.
2. City to coordinate all workshop logistics, including workshop location and reservations, participant invitations, and food and beverages.
3. Consultant to facilitate workshop to develop long range vision. Consultant to prepare meeting minutes, maps, and sketches to document discussion and decisions from the workshop.
4. Consultant to prepare Interim Draft Chapter 3 – Long Range Vision, including maps and sketches.

Deliverables:

- *Meeting Minutes*
- *Vision maps and sketches*
- *Interim Draft Chapter 3 – Long Range Vision*

Task 5: Implementation

1. Consultant will develop a planning-level cost estimates for each new park or upgraded park facility and new or expanded recreational program. The cost estimate shall include capital operational and maintenance expenses.
2. Consultant to provide City with a funding worksheet; City to prepare revenue projections, based on historic and projected levels of funding, to build, operate, maintain, and program proposed improvements.
3. Consultant to recommend criteria for prioritizing improvements; City to review and revise as necessary
4. Consultant to facilitate a ½ day Implementation Workshop with City staff to prioritize improvements, based on evaluation criteria and funding projections.

City of Venice, FL
Park Master Plan – Consultant Scope of Work
September 28, 2015

5. Consultant will prepare a parks and recreation action plan. The action plan shall program improvements/actions into one of the following timeframes:
 - a. Items that can be accomplished within one year of the completion of the Parks Master Plan using existing City resources,
 - b. Items that can be accomplished in the first five years after the completion of the Parks Master Plan, including the identification of capital improvements for inclusion in the City's 5-year Capital Improvement Program.
 - c. Items that may be accomplished in the long-term (6 to 20 years).
6. Consultant will identify potential funding sources for each item in the parks and recreation action plan, based on input from the City. Potential funding sources shall include but not limited to federal, state, regional and county grants, funding from private park and recreation organizations, partnerships with local public and private entities, park impact fees, donations, etc.
7. Consultant will attend one Parks and Recreation Advisory Board meeting to provide a report on the results of this task.

Deliverables:

- *Interim Draft Chapter 4 – Implementation/ Action Plan*
- *Presentation to the Parks and Recreation Board on this task.*

Task 6: Preparation of Draft Parks Master Plan

1. Consultant will prepare a draft Parks Master Plan.
2. Consultant will present the draft Master Plan to the City Council.
3. Upon action of the City Council to refer the plan to the Parks and Recreation Advisory Board and to the Planning Commission, consultant will provide a presentation to each of those boards.
4. The consultant will present the final draft Park Master Plan to City Council.

Deliverables:

- *Draft Parks Master Plan.*
- *Presentation of the draft Master Plan to the City Council, Parks and Recreation Board and Planning Commission.*

Task 7: Preparation of Final Parks Master Plan Approved by City Council

1. Consultant will provide 25 hard copies of the approved Parks Master Plan.
2. Consultant will provide two digital copies of the approved Parks Master Plan in PDF format.

City of Venice, FL
Park Master Plan – Consultant Scope of Work
September 28, 2015

Optional Tasks

- 7.3 If the mail/telephone survey being conducted by Sarasota County is not adequate to determine specific needs and priorities of City of Venice residents, the Consultant will conduct a statistically-valid mail/telephone survey of City residents

- 6.5 Optional task: In the event that the City Council requests changes to the draft Master Plan based on recommendations of the Planning Commission, the Parks and Recreation Advisory Board or the public, the Consultant shall revise the plan to include such changes, and attend a subsequent City Council meeting to make a final presentation of the draft Master Plan.

