

AGREEMENT

between

CITY OF NEW PORT RICHEY

and

THE MELLGREN PLANNING GROUP, INC.

and

WEISS SEROTA HELFMAN COLE & BIERMAN, PL

for

MUNICIPAL SIGN CODE

RFQ NO. 15-016

This Agreement is made and entered into this _____ day of _____, 2015 by and between City of **NEW PORT RICHEY**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as “**CITY**,”

AND

THE MELLGREN PLANNING GROUP, INC., a Florida Corporation, its successors and assigns, hereinafter referred to as “**CONSULTANT**,”

AND

WEISS SEROTA HELFMAN COLE & BIERMAN, PL, a Florida limited partnership, its successors and assigns, hereinafter referred to as “**SUBCONSULTANT**.”

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY, CONSULTANT** and **SUBCONSULTANT** agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 CONTRACT ADMINISTRATOR: Whenever the term “**CONTRACT ADMINISTRATOR**” is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR**.

- 1.2 **CONSULTANT:** THE MELLGREN PLANNING GROUP, INC., which is the professional organization with whom CITY has contracted for the performance of services pursuant to this Agreement.
- SUBCONSULTANT:** WEISS SEROTA HELFMAN COLE & BIERMAN, PL, which is the law firm that will provide the scope of services described in EXHIBIT “B” as part of the CITY contract with CONSULTANT.
- 1.3 **CITY:** City of New Port Richey, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 **PROJECT:** The nature of the PROJECT is to provide assistance in the comprehensive rewrite of the CITY’S sign code ordinance as defined in EXHIBITS “A” and “B” – SCOPE OF WORK.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 CITY has met the requirements of the Consultants’ Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT and SUBCONSULTANT to perform the work of the specified nature as outlined in this Agreement.
- 2.2 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and CITY, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF WORK

- 3.1 CONSULTANT’S services shall consist of the tasks set forth in EXHIBIT “A”, attached hereto and made a part hereof, and shall include professional services, as applicable for the PROJECT. SUBCONSULTANT services shall consist of the tasks set forth in EXHIBIT “B,” attached hereto and made a part hereof. CONSULTANT shall provide all services as set forth in EXHIBIT “A” including all necessary, incidental and related activities and services required by the Scope of Work and contemplated in CONSULTANT’S level of effort. SUBCONSULTANT shall provide all services as set forth in EXHIBIT “B” including all necessary, incidental and

related activities and services required by the Scope of Work and contemplated in **SUBCONSULTANT’S** level of effort.

- 3.2 The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT “A”** as deemed necessary and based on fund availability. The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT “B”** as described and on the terms contained in that exhibit.
- 3.3 **CONSULTANT, SUBCONSULTANT** and **CITY** acknowledge that the Scope of Work does not delineate every detail and minor work Task required to be performed by **CONSULTANT** and **SUBCONSULTANT** to complete a **PROJECT**. If, during the course of performance of the services included in this **AGREEMENT**, **CONSULTANT** or **SUBCONSULTANT** determine that either or both of them should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** or **SUBCONSULTANT** will notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** or **SUBCONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** or **SUBCONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approvals is at **CONSULTANT’S** or **SUBCONSULTANT’S** sole risk.
- 3.4 **CONSULTANT** and **SUBCONSULTANT** acknowledge that **CITY** is relying on the competence of **CONSULTANT** and **SUBCONSULTANT** to meet the **PROJECT’S** intent.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the services described in **EXHIBIT “A”** within the time periods specified in the **PROJECT SCHEDULE** included in **EXHIBIT “A”**. **SUBCONSULTANT** shall perform the services described in **EXHIBIT “B”** within the time periods specified in **EXHIBIT “B”**.
- 4.2 In the event **CONSULTANT** or **SUBCONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of the **CONSULTANT** or **SUBCONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** or **SUBCONSULTANT**, as applicable, to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND PAYMENT

5.1 CITY agrees to pay CONSULTANT as compensation for performance of all approved professional services required under the terms of this Agreement using the hourly rates as contained in RFQ No. 15-016 and as described in EXHIBIT "A" up to a total contract amount of \$40,975.20, which shall be a cap and in no event shall the contract amount exceed this figure. In the event the City exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.

CITY agrees to pay SUBCONSULTANT as compensation for performance of the services described on EXHIBIT "B" in accordance with the payment terms in EXHIBIT "B" up to total contract amount of \$22,000, which shall be a cap, and in no event shall the payment exceed this figure. In the event the City exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.

5.2 The total contract amount includes full payment, including labor, overhead, and other costs. Any travel or meal costs for CONSULTANT are payable at the CITY reimbursement rate, if travel is approved in writing in advance by the City.

5.3 CONSULTANT and SUBCONSULTANT shall submit their invoices in the format and with supporting documentation as may be required by CITY.

5.4 CITY shall pay CONSULTANT monthly for services rendered within thirty (30) days from date of approval of each of CONSULTANT'S invoices by the CONTRACT ADMINISTRATOR. CITY shall pay SUBCONSULTANT in accordance with the terms contained in EXHIBIT "B". The parties shall comply with section 218.70, F.S., et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, CITY will inform CONSULTANT or SUBCONSULTANT, as applicable, and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, CITY agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

5.5 Payment will be made to CONSULTANT at: The Mellgren Planning Group, Inc.
3350 NW 53rd Street, Suite 101
Fort Lauderdale, FL 33309

Payment will be made to SUBCONSULTANT at: Weiss Serota Helfman Cole & Bierman, PL
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301.

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 CITY shall assist CONSULTANT and SUBCONSULTANT by placing at CONSULTANT'S and SUBCONSULTANT'S disposal all information it has available pertinent to the PROJECT including previous reports and any other data relative to a PROJECT.

- 6.2 CITY shall review the itemized deliverable/documents identified in EXHIBIT “A” of CONSULTANT and EXHIBIT “B” of SUBCONSULTANT, and respond in writing any comment within the time set forth on the approved Project Schedule.
- 6.3 CITY shall arrange for access to make all provisions for CONSULTANT and SUBCONSULTANT to enter upon public and private property as reasonably required for CONSULTANT and SUBCONSULTANT to perform its services under this Agreement.

ARTICLE 7

MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, applications, memorandum and the like, that result from CONSULTANT’s and SUBCONSULTANT’s services under Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the CITY and the CITY shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by CONSULTANT and SUBCONSULTANT to be suitable for reuse by CITY on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by CONSULTANT and SUBCONSULTANT for the specific purpose intended will be at CITY’S sole risk and without liability or legal exposure to CONSULTANT and SUBCONSULTANT or to CONSULTANT’S independent professional sub consultants. If CITY alters any such documents, CITY will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 **TERMINATION:** The Agreement may be terminated by CONSULTANT or SUBCONSULTANT for cause or by CITY for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, CONSULTANT and SUBCONSULTANT shall be paid compensation for services performed to termination date, including all REIMBURSABLES then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT’s and SUBCONSULTANT’s services under this Agreement shall become and shall remain the property of CITY and shall be delivered by CONSULTANT and SUBCONSULTANT to CITY.
- 7.3 **EXAMINATION OF RECORDS:** CONSULTANT and SUBCONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The CONSULTANT and SUBCONSULTANT shall also maintain the financial information and data used by the CONSULTANT and SUBCONSULTANT in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The CITY shall have access to such books, records, documents and other evidence for inspections, audit and copying during normal business hours. The CONSULTANT and SUBCONSULTANT will provide proper facilities for such access and inspection. Audits conducted under this section shall observe

generally accepted auditing standards and established procedures and guidelines of the CITY. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and CONSULTANT and SUBCONSULTANT acknowledge that such laws have possible application and agrees to comply with all such laws.

- 7.4 **EQUAL OPPORTUNITY:** CONSULTANT and SUBCONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. CONSULTANT and SUBCONSULTANT agrees to furnish CITY with a copy of its Affirmative Action Policy, if requested.
- 7.5 **NO CONTINGENT FEES:** CONSULTANT and SUBCONSULTANT warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT or SUBCONSULTANT, 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 for CONSULTANT or SUBCONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by CONSULTANT or SUBCONSULTANT, under any circumstances, without the prior written consent of CITY. Said consent shall be at CITY's reasonable discretion and may not be unreasonably withheld.
- 7.7 **IDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to the CONSULTANT for the work of the contract shall constitute specific consideration to the CONSULTANT for the indemnification to be provided under the contract. The parties agree that one percent (1%) of the total compensation paid to the SUBCONSULTANT for the work of the contract shall constitute specific consideration to the CONSULTANT for the indemnification to be provided under the contract. The CONSULTANT and SUBCONSULTANT shall indemnify and hold harmless the City Commission, the City of New Port Richey, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONSULTANT, SUBCONSULTANT any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is it caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the **CONSULTANT, SUBCONSULTANT**, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the **CONSULTANT, SUBCONSULTANT** or any sub-contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

7.8 **INSURANCE:** If the **CONSULTANT** or **SUBCONSULTANT** is required to go on to New Port Richey property to perform work or services as a result of contract award, the **CONSULTANT** or **SUBCONSULTANT, as applicable** shall assume full responsibility and expense to obtain all necessary insurance as required by New Port Richey. Throughout the term of this Contract, **CONSULTANT, SUBCONSULTANT** and/or any and all sub-contractors or anyone directly or indirectly employed by either of them shall maintain in force at all time insurance as follows:

A. Professional Liability

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability Insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability Insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

B. Workers Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with limit of \$100,000 each accident.

C. General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

D. Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's

for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

- E. Errors and Omissions Liability**
Errors and Omissions Liability insurance with minimum coverage limits of \$1,000,000 each occurrence.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

- F. General**
Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of New Port Richey and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, nonrenewal or reduction in coverage or limits.

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

G. Insurance Company and Agent

All Insurance policies herein required of the Successful Bidder shall be written by a company with an A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

- 7.9 REPRESENTATIVE OF CITY, CONSULTANT and SUBCONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** or **SUBCONSULTANT** shall designate in writing and shall advise **CONSULTANT** or **SUBCONSULTANT** in writing of one (1) or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed.

CONSULTANT shall inform **CONTRACT ADMINISTRATOR** in writing if the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

SUBCONSULTANT shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **SUBCONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **SUBCONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

- 7.10 ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of the Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

- 7.11 ALL PRIOR AGREEMENTS SUPERSEDED:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and if equal dignify herewith.

7.12 **NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

City

Debbie L. Manns, City Manager
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652
Phone: 772-853-1021
Email: MannsD@cityofnewportrichey.org

Consultant

Michele C. Mellgren, President
The Mellgren Planning Group, Inc.
3350 NW 53rd Street, Suite 101
Fort Lauderdale, FL 33309
Phone: 954-475-3070
Email: Michele@floridaplanning.net

Subconsultant

Susan L. Trevarthen, Member
Weiss Serota Helfman Cole & Bierman, PL
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
Phone: 954-763-4242
Email: strevarthen@wsh-law.com

7.13 **TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature on this Agreement by **CONSULTANT** and **SUBCONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** 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 year following the end of this Agreement.

7.14 **NON-EXCLUSIVE AGREEMENT:** The services to be provided by **CONSULTANT** and **SUBCONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY**'s sole and reasonable discretion.

7.15 **WARRANTIES OF CONSULTANT and SUBCONSULTANT:**
CONSULTANT and SUBCONSULTANT hereby warrant and represent as follows:

- A. At all times during the term of this Agreement, **CONSULTANT** and **SUBCONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- B. At all times during this Agreement, **CONSULTANT** and **SUBCONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.

7.16 **GOVERNING LAW:** This Agreement shall be construed in accordance with the Laws of the State of Florida. Venue for any action shall be in Broward County, Florida.

7.17 **CONSULTANT'S and SUBCONSULTANT's STAFF:** **CONSULTANT** and **SUBCONSULTANT** will provide the key staff identified in their proposal for **PROJECT** as long as said key staff are in **CONSULTANT'S or SUBCONSULTANT's** employment.

CONSULTANT and **SUBCONSULTANT** will obtain prior written approval of **CONTRACT ADMINISTRATOR** to change key staff. **CONSULTANT** and **SUBCONSULTANT** shall provide **CONTRACT ADMINISTRATOR** with such information necessary to determine the suitability of proposed new key staff. **CONTRACT ADMINISTRATOR** will be reasonable in evaluating key staff qualifications.

If **CONTRACT ADMINISTRATOR** desires to request removal of any of **CONSULTANT'S or SUBCONSULTANT's** staff, **CONTRACT ADMINISTRATOR** shall first meet with **CONSULTANT or SUBCONSULTANT, as applicable**, and provide reasonable justification for said removal.

7.18 **PRECEDENCE:** in case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.

IN WITNESS HEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF NEW PORT RICHEY, through its City Manager or designee and The Mellgren Planning Group (Name of party with whom Agreement is made), signing by and through its Michele Mellgren (President, Owner, CEO, etc.) duly authorized to execute same, and Weiss Serota Helfman Cole & Bierman, PL, signing by and through Susan L. Trevarthen, Member, duly authorized to execute same.

CITY OF NEW PORT RICHEY

ATTEST: _____
Debbie L. Manns, City Manager Date

Doreen M. Summers, CAP-OM-CMC Date
City Clerk

Approved as to form and legal sufficiency:

Joseph Poblick, City Attorney Date

The Mellgren Planning Group, Inc.

Company Name

ATTEST:

(Corporate Secretary) Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Weiss Serota Helfman Cole & Bierman, PL

Date: _____

Susan L. Trevarthen, Esq., Member

EXHIBIT "A"

Scope of Services and Schedule for Updating Signage Regulations

The Mellgren Planning Group

Scope of Services

1. Analysis of sign code with draft memorandum of signage and code.
2. Design public participation program.
3. Kick off meeting with City staff to enumerate objectives, discuss issues and possible approaches, discuss Focus Group and general approach and schedule; achieve consensus (Skype).
4. Assist staff in spread word of the project to elicit participation throughout project. Staff takes the lead.
5. Prepare online survey relating to the importance of signage in the community with staff feedback, utilizing Survey Monkey.
6. Summarize and analyze results of online survey.
7. Evaluate results and strategies with staff.
8. Prepare second online Survey Monkey survey for 1) visual preference 2) preference for how long nonconforming signs remain/conditions under which they must be made conforming.
9. Summarize and analyze results of second survey.
10. Prepare summary memo of policies suggested by survey for Focus Group meeting. Staff to select Focus Group and coordinate meeting.

11. Prepare Power Pointe for and attend meeting with Focus Group, open to public, to review suggested policies, strategies.
12. Prepare draft sign regulations.
13. One round of revisions as requested by staff.
14. Distribute draft code to Focus Group. Obtain feedback and revise or respond as necessary. Staff will be responsible for gathering and cataloging comments in one summary memo.
15. Second public meeting to present code to Focus Group, public.
16. Attend Planning Board meeting.
17. Follow up meeting with staff. Strategize in response to public comments.
18. Prepare amendments to code or alternative strategies in code to address comments.
19. Attend City Council meeting.
20. Revise code as directed, including coordination with staff
21. Attend City Council meeting.
22. Coordinate with attorney as needed throughout process.
23. Additional work as may be authorized by the City, at the following hourly rates:

Principal:	\$165/hour
Associate Principal:	\$165/hour
Planner:	\$100/hour
Clerical:	\$50/hour

Timeline for Completion

The public participation aspects of the project, inclusive of survey, focus groups and public meetings, and the responsiveness of City Staff in answering questions, providing requested direction, reviewing documents, and completing the public hearing and adoption process will be significant factors in the time needed to complete this project. Based upon other, similar projects, the overall timeframe for completion is expected to be approximately 12 months. Of the major, discrete tasks whose timing is not substantially affected by the aforementioned variables beyond TMPG's control, TMPG will analyze the existing regulations and prepare the initial survey within 45 days of authorization, make specific recommendations for amending the code within two (2) weeks following analysis of the second survey, and will complete the first draft of the regulations within four (4) months of City Staff and TMPG jointly finalizing a code amendment strategy. Legal review will follow staff review of the draft document.

EXHIBIT "B"

Scope of Services and Schedule for Updating Signage Regulations: Weiss SerotaHelfman Cole & Bierman, PL

Scope of Services

Weiss Serota's work will include both legally necessary (Phase I) and policy driven (Phase II) revisions to the New Port Richey sign code, for a \$22,000 flat fee. The flat fee covers:

- A. Upon authorization by City, drafting of Phase I sign code revisions necessary to satisfy *Reed v. Town of Gilbert*:
1. provide initial draft of revisions to sign code within 4 weeks of authorization
 2. confer via video or teleconference with the City Attorney, Mellgren and City staff regarding the revisions as needed
 2. revise regulations in response to comments from City staff/City Attorney/Mellgren within 3 weeks following receipt of comments
 3. provide a written summary of the legal reasons for the revisions to the Code and the specific changes to the Code, suitable for inclusion in the public hearing packet, and
 4. attend one public meeting related to the adoption of these legally required changes.
- B. Upon request, coordination with Mellgren Planning Group throughout the project
- C. Upon request, participation in up to seven hours of teleconferences/videoconferences with City officials throughout the project
- D. Upon request, review and comment on Mellgren-drafted or City-drafted documents related to Phase II. [This task does not include producing revisions to Mellgren-drafted or City-drafted documents.]
- E. Upon request, attendance at additional public meetings in the City in either Phase I or Phase II. Such additional in person meetings will be separately charged at a rate of \$2,500 per trip. Other additional work as may be authorized by the City, at the following hourly rates:
- Attorney: \$250/hour (blended public client rate for any attorney who may provide work)
Planning Professional: \$200/hour

Weiss Serota will bill the City directly, and be paid directly by the City. Time of billing and payment shall be as follows:

- \$15,000 due upon the City's receipt of the draft Phase I sign code revisions
- \$5,000 due when packet materials for first local planning agency review for the Phase II sign code revisions are published
 - \$2,000 due at end of project