

AGREEMENT
between
CITY OF COCONUT CREEK
and
ALFRED BENESCH & COMPANY
for
DEVELOPMENT IMPACT FEE SERVICES
RFP NO. 07-14-21-10

This Agreement is made and entered into this _____ day of _____, 2022, by and between CITY OF COCONUT CREEK, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as “**CITY,**”

AND

ALFRED BENESCH & COMPANY (formerly known as TINDALE-OLIVER & ASSOCIATES, INC.) a **FOREIGN PROFIT** Corporation, its successors and assigns, hereinafter referred to as “**CONSULTANT**”.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** 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:** ALFRED BENESCH & COMPANY, which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- 1.3 **CITY:** City of Coconut Creek, 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 professional consulting services for **Development Impact Fee Services** as defined in the **RFP, EXHIBIT “A” – SCOPE OF WORK** and **EXHIBIT “B” – PROPOSED PROJECT PRICING**.

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 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 This Agreement, the Request for Proposals No. 07-14-21-10 for Development Impact Fee Services (“**RFP**”) and **CONSULTANT’S** Quote and Response to RFP No. 07-14-21-10 (“**RFP RESPONSE**”), constitute the entire Agreement between the City and the **CONSULTANT** (“contract documents”). The contract documents must be read together to provide the most complete interpretation of the work to be conducted. In the event of a conflict between these contract documents, this Agreement shall prevail, followed in precedence by the **RFP** and **CONSULTANT’S RFP RESPONSE** in that order.
- 3.2 **CONSULTANT’S** services shall consist of the tasks set forth in the **RFP** and attached hereto and made a part hereof in **EXHIBIT “A”**, , and shall include professional services, as applicable for the **PROJECT**. **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 the **CONSULTANT’S** level of effort anticipated by the **CITY**.
- 3.3 The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT “A”** as deemed necessary and based on fund availability.
- 3.4 **CONSULTANT** and **CITY** acknowledge that the Scope of Work does not delineate every detail and minor work Task required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of the services included in this **AGREEMENT**, **CONSULTANT** determines that it should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** shall notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** 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** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT’S** sole risk.
- 3.5 **CONSULTANT** acknowledges that **CITY** is relying on the competence of **CONSULTANT** to meet the **PROJECT’S** intent.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the services described in the **RFP** and **EXHIBIT "A"** within the time periods specified in the **PROJECT SCHEDULE** included in **EXHIBIT "A"**.
- 4.2 In the event **CONSULTANT** 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 **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** 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 and as described in **EXHIBIT "A"** up to a total contract amount of Ninety nine thousand nine hundred **DOLLARS (\$99,900.00)**. In the event the **CITY** exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be adjusted accordingly.
- 5.2 The total contract amount includes full payment, including all labor, overhead, and other costs. All travel and meal costs are included in the contract amount and are not reimbursable.
- 5.3 **CONSULTANT** shall submit its 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**. 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** 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: 1000 N. Ashley Drive
Suite 600
Tampa, FL 33602

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 **CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to the **PROJECT**.
- 6.2 **CITY** shall review the itemized deliverables/documents provided by **CONSULTANT** identified in the RFP and EXHIBIT "A" and respond in writing with any comments within the time set forth on the approved Project Schedule.
- 6.3 **CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

ARTICLE 7

MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from **CONSULTANT'S** services under this Agreement or that are 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** 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** for the specific purpose intended will be at **CITY'S** sole risk and without liability or legal exposure to **CONSULTANT** or to **CONSULTANT'S** independent professional subconsultants. 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:** This Agreement may be terminated by **CONSULTANT** 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** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due and 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** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.
- 7.3 **EXAMINATION OF RECORDS:** **CONSULTANT** 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** shall also maintain the financial information and data used by the **CONSULTANT** 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 inspection, audit and copying during normal business hours. The **CONSULTANT** 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 as amended from time to time, may have application to records or documents pertaining to this Agreement and **CONSULTANT** acknowledges that such laws have possible application and agrees to comply with all such laws.

- 7.4** **EQUAL OPPORTUNITY:** **CONSULTANT** 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** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.
- 7.5** **NO CONTINGENT FEES:** **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. 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**, 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** **WAIVER OF JURY TRIAL**
VENDOR AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.
- 7.8** **INDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to **CONSULTANT** for the work of the contract shall constitute specific consideration to **CONSULTANT** for the indemnification to be provided under the Contract. The **CONSULTANT** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its 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**, any subconsultant, 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 it is 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**, any subconsultant, 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 section 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** or any subconsultant 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 as amended from time to time, nor shall it constitute an agreement by the **CITY** to indemnify **CONSULTANT**, its officers, employers, subconsultants or agents against any claim or cause of action. The release and indemnification provided hereunder shall survive the expiration or termination of the Agreement.

7.9 INSURANCE:

7.9.1 Throughout the term of this Contract, **CONSULTANT** and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as provided in the **RFP**.

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

City of Coconut Creek
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

7.9.3 Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by **CONSULTANT** with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

7.10 REPRESENTATIVE OF CITY AND CONSULTANT: It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** 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 of 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.

7.11 ATTORNEY'S FEES: If a party institutes any legal action to enforce any provision of this 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.

7.12 **ALL PRIOR AGREEMENTS SUPERSEDED:** This document incorporates the **RFP** and **RFP Response** 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 of equal dignity herewith.

7.13 **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

Karen M. Brooks, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: citymanager@coconutcreek.net

Consultant

William L. Ball, Senior Vice President
Alfred Benesch & Company
1000 N. Ashley Drive, Suite 600
Tampa, FL 33602
Phone: (813) 224-8862
Fax: (813) 226-2106
Email: BBall@benesch.com

With Copy to City Attorney at same address.

7.14 **TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature on this Agreement by **CONSULTANT** 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.

7.15 **NON-EXCLUSIVE AGREEMENT:** The services to be provided by **CONSULTANT** 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.

7.16 **WARRANTIES OF CONSULTANT:** **CONSULTANT** hereby warrants and represents as follows:

- A. At all times during the term of this Agreement, **CONSULTANT** 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** shall perform its obligations in a prompt, professional and businesslike manner.

7.17 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

7.18 CONSULTANT'S STAFF: **CONSULTANT** will provide the key staff identified in their proposal for **PROJECT** as long as said key staff are in **CONSULTANT'S** employment.

CONSULTANT will obtain prior written approval of **CONTRACT ADMINISTRATOR** to change key staff. **CONSULTANT** 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** staff, **CONTRACT ADMINISTRATOR** shall first meet with **CONSULTANT** and provide reasonable justification for said removal.

7.19 PRECEDENCE: In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, Exhibits and the RFP document, shall take precedence over any addendum or additional consulting provisions.

7.20 ANTI-DISCRIMINATION:

That **CONSULTANT** shall for itself, its personal representatives, successors in interests, assigns, subconsultants, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) **CONSULTANT**, its personal representatives, successors in interests, assigns, subconsultants, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status.

7.21 GRATUITIES AND KICKBACKS:

7.21.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

7.21.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a Contract to **CONSULTANT** or higher tier sub-consultant or any person associated therewith, as an inducement of the award of a subcontract or order.

7.21.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

7.23 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

7.24 ANTITRUST VIOLATIONS; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES; DENIAL OF ECONOMIC BENEFITS

Pursuant to Section 287.137, Florida Statutes, effective July 1,2021 a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering this Agreement will be cause to terminate this Agreement at the option of the City.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Alfred Benesch & Company, signing by and through its Florida Division Manager/Senior Vice President, William L. Ball, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Marianne Bowers, Date
Interim City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

CONSULTANT

ATTEST:

Company Name

(Corporate Secretary)

Signature of Senior Vice President Date

Type/Print Name of Corporate Secy.

Type/Print Name of Senior Vice President

(CORPORATE SEAL)

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EXHIBIT "A"

The consultants firm (Alfred Benesch & Company) in accordance with the highest legal, ethical, and professional standards, shall consult, advise and prepare an Impact Fee Study to evaluate, study, and recommend revisions and updates to the existing development impact fee program of the City of Coconut Creek. Specifically, the Consultant will evaluate and recommend revisions to the following existing City development impact fees:

- Parks and Recreation;
- Fire and Rescue;
- Police; and
- Affordable Housing linkage.

The City is also interested in studying and potentially establishing the following new impact fee programs:

1. Transportation Mobility Fee;
2. Sustainability Impact Fee;
3. Stormwater Impact Fee; and
4. Government Facilities Impact Fee.

In addition to studying existing and new impact fees, the City also requests that the Consultant evaluates the City's Public Art Requirement ordinance in Section 13-143 of the City's Code of Ordinances to determine whether or not any revisions to the Code Section, methodology, or requirements are needed based on current law and best practices in public art regulations.

Finally, the City is also interested in any other impact fee that may be recommended by the study. All studies, data analysis, methodologies, and recommendations should incorporate best practices and innovative approaches in municipal impact fee programs that will maintain the City's high standards for excellence, sustainability, and fiscal stewardship. They should also be consistent with the policies, objectives, and levels of service (LOS) standards in the City's Comprehensive Plan, Land Development Code, and the Florida Impact Fee Act. All conclusions of law must be reviewed and approved by legal counsel with relevant expertise, employed or subcontracted by the Consultant, and a separate legal opinion letter as to legal compliance of all recommended impact fees must be included as part of the final report.

1. SCOPE OF SERVICES

Demographic Data:

Coconut Creek, the "Butterfly Capital of the World", is a well-planned city with a unique environmental consciousness nestled between Miami and Palm Beach. Spotlighted as one of the "Best Cities to Live in America" by Money Magazine, and a Top Ten Place to Live in Florida by Movoto and NerdWallet, Coconut Creek is home to approximately 61,000 residents and supports a diverse, growing business community. Since 2010, the City has experienced significant growth with a fifteen percent (15%) increase in its population, and will continue to grow as the development of the City's Mainstreet Project comes to fruition. The Mainstreet project, home to the Seminole Casino Coconut Creek and the Coconut Creek Promenade, will feature 250 acres of new LEED-certified mixed-use development, civic spaces, open spaces, parks, and greenways. Approximately 8,000 new residents are anticipated at full build-out.

The Consultant shall perform the following services as a part of the Scope of Services required, as a minimum, but not limited to, for each area of the final study:

1. Consultant shall include a Sample Report.
2. Request the most recent and localized data from appropriate City and Broward County staff and review data to develop the impact fees. Data that will be requested includes:
 - a) Capital improvement projects and master plans, equipment, and facilities required to provide the relevant municipal services, including buildings and structures, vehicles and equipping of personnel for the police and fire functions.
 - b) Population, demographic, and land development statistics.
 - c) Service call information for police and fire functions.
 - d) Inventory of existing fire and rescue, police, parks and recreation, public art, stormwater, sustainability, governmental facilities and equipment requirements; also to include transportation assets, and affordable housing programs.
 - e) Information regarding impact fees charged by other neighboring jurisdictions.
 - f) Any other data and information considered necessary to adequately perform the study. Data collected to justify costs and assessment shall be in conformity with Section 163.31801, Florida Statutes, as may be amended.
3. Review and evaluate the current service area demographics as well as a forecast of the service area needs based on data made available by the City. Specifically, a review of the population forecast by type of dwelling unit (e.g., single-family, multi-family, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), and mixed use development. Additionally, a review of the population projections and other service area demographics contained in such documents as the City's Comprehensive Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City's Sustainable Development and other City Departments, and all other such information that will be relied upon. The purpose of this task is to identify the future service area demands for police, fire and rescue, parks and recreation, affordable housing, public art, stormwater, government facilities, sustainability projects, and transportation and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth.
4. Allocate the capital costs associated with meeting the relevant municipal service requirements for new customers among the residential, mixed-use, and commercial customer classifications, where appropriate. The allocation of such costs will be based on the service area demographics and development characteristics of the City, and other factors deemed appropriate by the Consultant and the City.
5. Examine the City's current impact fees for municipal services. The impact fees will be based on the allocation of costs among the customer classification, the level of service standards required for each specific municipal function and customer class, and the projection of capital needs for the planning and forecast period reflected in the report. The Consultant will also identify any external funding or credits which should be recognized in the derivation of the impact fees.

Update existing new development impact fees, evaluate the need for additional impact fees, and develop any new impact fees as appropriate. The City desires to update the formula used for the existing impact fees. A final decision has not yet been made on the requirement and implementation of the new impact fees. Study and implementation of these new impact fee options may be requested by City and shall be provided according to the proposed pricing sheet attached as Exhibit "B.". Please note that there is an existing stormwater user fee already in place.

6. Evaluate the City's Public Art Requirement ordinance in Section 13-143 of the City's Code of Ordinances to determine whether or not any revisions to the Code Section, methodology, or requirements are needed based on current law and best practices in municipal public art regulations and programs.
7. Develop appropriate impact fee determination methodologies and fee assessment schedules meeting all legal requirements necessary for the City of Coconut Creek to establish and defend against legal challenge the studied impact fees. The procedure must be easy to understand and to implement. The City also desires the creation of an impact fee calculator form for each fee.
8. Provide a comparison of the existing and proposed impact fees for residential dwellings, mixed-uses, and commercial uses with similar impact fees charged by at least three (3) neighboring and comparable municipalities.
9. Assist the City in preparing and presenting the municipal impact fee ordinance(s). The preparation of the ordinance(s) may include issues such as the level of rates charged and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee in accordance with Section 163.31801, Florida Statutes, as may be amended.
10. Prepare a report detailing the data relied upon in the analysis of existing and the development of the proposed municipal impact fees, the assumptions and analyses performed relative to the derivation of such fees, recommended planning horizons, and the conclusions and recommendations for consideration by the City, including recommended strategies for the implementation of the municipal impact fee ordinance. It is anticipated that a draft Final Report will be prepared for consideration and review by City staff prior to presentation to the City Commission for adoption and implementation.
11. At a minimum, attendance at three (3) public meetings to present the study results and recommendations will be necessary. One (1) community/stakeholder meeting may be requested as well. This shall be outlined in the Deliverables and Meeting Requirements.

2. ADDITIONAL SERVICES

During the course of the study, the City may request additional Services from the Successful Consultant. Examples of such additional Services would include new impact fee studies and implementation analysis, and additional public meetings above and beyond those identified in this Scope of Services. Other examples of additional Services include providing Services related to meeting with third parties regarding the derivation of the rates and fees; providing litigation support Services in the event of a challenge to the rates or fees; performance of impact fee negotiations and the preparation of developer agreements for the payment of such impact fees with potential large developments within the City limits; requests for updated impact fee scenarios after substantial completion of the initial Work, and other related issues not contemplated in the above Scope of Services.

3. DELIVERABLES AND MEETING REQUIREMENTS

1. Comprehensive Written Report. The Successful Consultant shall provide a comprehensive written report responding to the tasks outlined in the Scope of Services.
 - a. The final report shall contain all revisions required to amend the City of Coconut Creek Code of Ordinances and Land Development Regulations pertaining to Impact Fees.
 - b. The final report shall contain conclusions of law as required and must be reviewed and approved by legal counsel with relevant expertise, employed or subcontracted by Successful Consultant. A separate legal opinion letter should be included as part of in the final report.
2. Milestones and Project Management Status Updates. The Consultant shall prepare and submit to City staff a minimum of three (3) drafts and status reports (approximately at 30%, 60% and 90% completion) of the revised impact fee system or an alternative schedule mutually agreed upon by City and Successful Consultant.
3. The Consultant shall be responsible for presenting the preliminary rate or fee study to the Coconut Creek City Commission for comment.
4. The Consultant shall provide a final Comprehensive Written Report that incorporates comments from City officials, as appropriate.
5. A minimum of three (3) on-site presentations of the Final Report shall be required: at least two (2) before the City Commission, at least one (1) before the Planning and Zoning Board, or as assigned by the City. These meetings may be public hearings, as required by law.

4. SCHEDULE

Consultant shall provide the City with proposed work schedules for the study, which shall include all tasks and specific milestones to be completed. The schedule shall be included as a part of the Consultant's Work Plan. The City shall evaluate the schedule in terms of reasonableness and timeframes for completing required tasks, but at the maximum should not exceed one (1) year from the award of the contract.

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EXHIBIT "B"

**City of Coconut Creek Development Impact Fee Services
Alfred Benesch & Company (Tindale-Oliver & Associates, Inc.)
Proposed Project Budget**

SUB TASK	SUBTASKDESCRIPTION	Project Director \$195.00	Project Manager \$175.00	Legal Attorney \$250.00	Senior Eng/Pln \$135.00	Planner/ Engineer \$80.00	Sr Planning/ GIS Tech \$75.00	Admin/ Clerical \$70.00	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	BACKGROUND & METHODOLOGY	6.0	9.0	0.0	5.0	2.0	0.0	2.0	24.0	\$3,720
1.1	Send Data Request Memorandum	1.0	2.0		1.0			1.0	5.0	\$750
1.2	Review Background Materials	1.0	3.0		2.0	1.0			7.0	\$1,070
1.3	Review Study Methodology/Approach	1.0	1.0		1.0				3.0	\$505
1.4	Kick-off Meeting (Virtual)	3.0	3.0		1.0	1.0		1.0	9.0	\$1,395
TASK 2	IMPACT FEE & LINKAGE FEE TECHNICAL									
2.A	UPDATE PARKS AND RECREATION	5.0	22.0	0.0	31.0	23.0	4.0	1.0	86.0	\$11,220
2.A1	Inventory	1.0	5.0		8.0	6.0	2.0	1.0	23.0	\$2,850
2.A2	LOS Analysis	1.0	2.0		3.0	1.0			7.0	\$1,030
2.A3	Demand Component and Land Uses	1.0	3.0		4.0	2.0			10.0	\$1,420
2.A4	Cost Component	1.0	7.0		9.0	8.0	2.0		27.0	\$3,425
2.A5	Credit Component	1.0	5.0		7.0	6.0			19.0	\$2,495
2.B	UPDATE FIRE AND RESCUE IMPACT FEE	5.0	18.0	0.0	31.0	24.0	2.0	1.0	81.0	\$10,450
2.B1	Inventory	1.0	3.0		5.0	4.0	1.0	1.0	15.0	\$1,860
2.B2	LOS Analysis	1.0	2.0		3.0	1.0			7.0	\$1,030
2.B3	Demand Component and Land Uses	1.0	3.0		6.0	7.0			17.0	\$2,090
2.B4	Cost Component	1.0	6.0		9.0	8.0	1.0		25.0	\$3,175
2.B5	Credit Component	1.0	4.0		8.0	4.0			17.0	\$2,295
2.C	UPDATE POLICE IMPACT FEE	5.0	15.0	0.0	29.0	25.0	2.0	1.0	77.0	\$9,735
2.C1	Inventory	1.0	3.0		5.0	6.0	1.0	1.0	17.0	\$2,020
2.C2	LOS Analysis	1.0	2.0		3.0	1.0			7.0	\$1,030
2.C3	Demand Component and Land Uses	1.0	3.0		6.0	7.0			17.0	\$2,090
2.C4	Cost Component	1.0	4.0		8.0	7.0	1.0		21.0	\$2,610
2.C5	Credit Component	1.0	3.0		7.0	4.0			15.0	\$1,985
2.D	UPDATE LINKAGE FEE	13.0	32.0	0.0	40.0	55.0	2.0	1.0	143.0	\$18,155
2.D1	Review of Housing Inventory	3.0	6.0		6.0	10.0	2.0	1.0	28.0	\$3,465
2.D2	Employment Characteristics & Levels	3.0	8.0		12.0	14.0			37.0	\$4,725
2.D3	Demand Component	2.0	6.0		9.0	12.0			29.0	\$3,615
2.D4	Wages & Salaries	2.0	7.0		8.0	15.0			32.0	\$3,895
2.D5	Review of Legal Requirements	3.0	5.0		5.0	4.0			17.0	\$2,455
2.E	REVIEW OF PUBLIC ART REQUIREMENT	10.0	16.0	0.0	20.0	31.0	0.0	1.0	78.0	\$10,000
2.E1	Ordinance Review	6.0	8.0		5.0	6.0		1.0	26.0	\$3,795
2.E2	Practices of Other Jurisdictions	4.0	8.0		15.0	25.0			52.0	\$6,205
TASK 3	ADDITIONAL IMPACT FEE AREAS	9.0	16.0	0.0	22.0	37.0	0.0	1.0	85.0	\$10,555
3.1	Inventories/LOS	4.0	6.0		6.0	12.0		1.0	29.0	\$3,670
3.2	Capital Project Needs	4.0	6.0		8.0	15.0			33.0	\$4,110
3.3	Funding Availability	1.0	4.0		8.0	10.0			23.0	\$2,775
TASK 4	DEVELOPMENT OF FEE SCHEDULES	6.0	12.0	30.0	13.0	11.0	0.0	1.0	73.0	\$13,475
3.1	Draft & Final Technical Reports	4.0	10.0		13.0	11.0			38.0	\$5,165
3.2	Preparation of Legal Opinion Letter	2.0	2.0	30.0				1.0	35.0	\$8,310
TASK 5	MEETINGS & PRESENTATIONS	29.0	29.0	0.0	8.0	8.0	0.0	2.0	76.0	\$12,590
5.1	Draft Report Review Meeting (Virtual)	5.0	5.0		2.0	2.0		1.0	15.0	\$2,350
5.3	Public Meetings (3)	24.0	24.0		6.0	6.0		1.0	61.0	\$10,240
	TOTAL PROJECT BUDGET	88.0	169.0	30.0	199.0	216.0	10.0	11.0	723	\$99,900