

## AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **JBrown Professional Group, Inc.**, located at 3530 NW 43rd Street, Gainesville, FL 32606, possessing FEIN# 46-3710755 (hereinafter referred to as “FIRM”) under seal for the Consultant for the Growth Services Evaluation and Appraisal Report (EAR), (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #24Q-044 - Consultant for the Growth Services Evaluation and Appraisal Report (EAR), the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

**Section 4 - Term.** The Work shall commence upon issuance of Purchase Order and shall be completed by May 31<sup>st</sup>, 2024 (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

**Section 5 – Scope of Services.** As per specifications and requirements of RFQ 24Q-044, FIRM shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A-Proposal**, and all services referred to herein as “Work.” The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Documents or Purchase Order.

**Section 6 – Compensation.** COUNTY shall make payment of One Hundred and Eighty-Five Thousand Dollars (\$185,000), (the “Agreement Price”), to FIRM under COUNTY’S established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered. The Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B.**

**Section 7 – Assignment.** FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

**B. FIRM shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.**

**Section 12 – Indemnification, pursuant to Section 725.08, F.S.** FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to

the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Firm/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM/Vendor does not own vehicles, the Firm/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

**Section 14 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed

pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b. COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c. If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d. FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e. FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g. If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.

- i. Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 20 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

**Section 21 – Truth in Negotiation.** FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

**A. Certification.**

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.
  2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
  3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.;
    - c. Been engaged in business operations in Cuba or Syria; or
    - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
  4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 24 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 25 - FIRM's Basic Duties.** By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

**Section 26 – Prohibition Against Contingent Fees.** The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 27 - Bidding/Negotiation Services.** FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

**Section 28 - Construction Administration Services.** As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

**Section 29 - COUNTY's Right to Withhold Payment.** In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

**Section 30 - Use and Ownership of Documents.** The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

**Section 31 – Firm Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 32 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 33 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 34 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: JBrown Professional Group, Inc.  
3530 NW 43rd Street, Gainesville, FL 32606  
CONTACT PERSON: Anthony J. Brown Jr. | Phone: 352-318-9462

COUNTY: Marion County Growth Services  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: [jay.brown@jbpro.com](mailto:jay.brown@jbpro.com) and [contact@jbpro.com](mailto:contact@jbpro.com). Designation signifies FIRM's election to accept notices solely by e-mail.

**Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 36 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B**



January 16, 2024

## EXHIBIT A- PROPOSAL

Chuck Varadin  
Director  
Growth Services  
Marion County Board of County Commissioners  
2710 E. Silver Springs Boulevard  
Ocala, FL 34470

Re: **Marion County Evaluation and Appraisal Report**  
Scope of Work

Dear Mr. Varadin:

**JBrown Professional Group Inc. (JBPro)** is pleased to submit our proposal to provide planning services for the **Marion County Evaluation and Appraisal Report** in response to RFQ 24Q-O44: Consultant for the Growth Services Evaluation and Appraisal Report (EAR). This project will be a collaborative effort led by the Marion County in partnership with the JBPro Team. This collaborative project team will ensure that the resulting framework considers all of Marion County's unique and distinct planning and development considerations.

The proposal below presents the work needed to accomplish each component of this project.

### I. **General Project Description:**

The JBPro Team will collaborate with Marion County on an Evaluation and Appraisal Report (EAR) process that will guide growth and enhance the county's quality of life through a comprehensive update of its planning and development practices. This collaborative relationship ensures a successful project that benefits from the JBPro Team's experience and the county's local understanding.

Through a vision-oriented, data-based evaluation of the county's planning process, the JBPro Team will lead a community planning discussion about the county's future planning practices and resiliency strategies. This process will enable Marion County to accomplish an EAR project that completes each of the project goals, as established in RFQ, including:

- Evaluate the current and future conditions of Marion County's demographics and their associated needs;
- Manage population growth while improving the quality of life and local characteristics of the county;
- Analyze market conditions to determine the county's residential and development needs and strategies.
- Address the county's ability to provide affordable housing;
- Identify economic development and redevelopment strategies for the county's residential and non-residential areas in order to foster long-term sustainability and a diversified economic landscape;
- Coordinate and improve the county's roadway network by providing multi-modal opportunities (e.g., pedestrian, bicycle, etc.) within the county's various development areas;



Civil Engineering



Surveying



Land Planning



Construction Services

- Evaluate and expand environmental mitigation strategies, including opportunities to 1) improve the county’s FEMA Community Rating System (CRS) rating, 2) conduct Flood vulnerability assessments, particularly for existing and likely repetitive loss areas, and 3) preserve and/or use natural systems to address flood prevention and protection;
- Identify methodologies to address provisions of Florida’s “Live Local Act” to manage and/or mitigate potential impacts for possible use conversions; and
- Incorporate Planned Service Area (PSA) criteria and/or identifying additional PSA locations.

Working together with JBPro Team, the county will be able to complete its EAR by January 2025 and achieve its goal of establishing a framework for the future adoption of comprehensive plan practices and land development standards that promote the county’s unique quality of life and resilient economic prosperity.

## II. Project Team:

JBPro recognizes the importance of this work effort in setting the county’s future planning and development framework by directing growth into appropriately targeted locations.

As such, JBPro will ensure the planners, land design, economic development, and data analysis consultants selected to execute this scope of work are highly skilled in all phases of planning and development.

**JBPro** is a full-service development services firm with over three decades of experience providing exceptional service to local governments like Marion County. JBPro’s Planning Director, Kathie Ebaugh, AICP, MPA, will lead the project as the project manager. With over twenty-seven years’ planning experience in community planning and design, urban-suburban-rural context planning, and long-range planning, Kathie is a proven planning professional with the knowledge and capabilities to execute the County’s planning processes. **Kathie will be the JBPro project manager, primary point of contact, and community engagement lead. Dustin Felix, MLA, MSS, RLA will be the lead for landscape design efforts including urban design, plan graphics, and depictions of planning principles. John Gilreath, GISP, will lead the GIS data analysis and mapping responsibilities for this project. Planning assistance for the project will be provided by other members of the JBPro staff including Adrian Young, MSP.**

**Wade Trim** will assist with the development of the EAR planning framework. **With thirty years of experience developing mixed-use and economic centers planning standards, Wade Trim will assist with the development of the framework standards.** Wade Trim has a unique understanding of how to establish effective planning practices. Additionally, Wade Trim’s two primary planners, Brad Cornelius, AICP, CPM, CFM and Amanda Warner, AICP, have a deep understanding of community planning, infill and redevelopment, sustainable development, economic development, and urban design programs and initiatives that will enable the county to develop planning practices that promote their unique character and historic sense of place. Brad’s and Amanda’s experience in promoting new community growth through the redevelopment of the county’s historic assets, promotion of new growth and development within the county’s infill areas, and advancement of the County’s economic environment will ensure that Marion County’s EAR leads to sustainable growth and resilient development.

**The Corradino Group** is a multi-disciplinary planning firm that advocates for integrated planning practices that unite land use, transportation, and local area planning practices. With Joe Corradino, AICP, Scarlet Hammons, AICP, and Ed Ng, AICP, **Corradino will lead the data assessment in partnership with John Gilreath from JBPro.** In doing so, they focus on working with local governments to create mixed-use special area planning efforts. Corradino knows well what it takes to create successful planning projects, where local municipalities involve stakeholders in the leadership of local planning projects. Corradino’s diverse portfolio and staff includes experts in concurrency, long-range planning and infrastructure planning that includes considerations of hydraulics modeling in vulnerability assessments. Their leadership team consists of experts in creating an atmosphere that allows their public clients, community stakeholders, and elected officials to communicate their needs and vision while providing context-sensitive solutions.

**Amarach Planning Services** is a Marion County based planning, market analysis, and development research firm that specializes in using a blend of long-range planning and market analysis to identify ways to address market failures and more effectively meet the needs of the community. Combining quantitatively based econometric analysis with on-the-ground qualitative data and planning expertise, Amarach provides comprehensive results and straightforward recommendations to support planning and development decisions that uplift the community. David Boston, Ph.D, AICP is Amarach’s principal planner with a unique understanding of how the planning and development concerns of Marion County impact the community’s citizens and business people. Dr. Boston’s areas of expertise include community & economic development strategies; housing policy; comprehensive planning; spatial analysis & GIS techniques; poverty alleviation; disparate opportunities of place; and economic impacts of growth and development. **David brings his deep understanding of Marion County that results from professional experience working in the county and personal relationships as a community member to the project as the Assistant Project Manager.**

### III. Scope of Services:

JBPro proposes to provide the following Scope of Services for the project.

#### Phase 1. EAR Kickoff

**Timeframe: February—March 2024**

**Deliverables: Determination of EAR Priorities and Planning Concerns**

- **County Priorities and Engagement Meetings**
  - **Policy and Elected Officials Meeting**
  - **Regional Agency Partners**
  - **Key Stakeholders Meeting**
- **EAR Priorities and Concerns Memorandum**

**Phase 1 Budget: \$20,000, including optional task**

#### Task 1.1 Project Team Kick-off

**Timeframe: February—March 2024**

The internal project kick-off will focus on a review and discussion of the details of the scope, deliverables, and schedule, conduct a high-level discussion about the EAR and

Comprehensive Plan update; determine data assessment needs; review policy, regulatory, program direction and other county planning efforts; and consider how to coordinate planning efforts between the PSA Framework.

Task 1.1 Deliverable: Final schedule for executing the EAR and Community Vision Plan

- Development of the project brand
- Identification of how coordinate with other planning efforts including the PSA Study

Task 1.2 County Leadership EAR Priorities

Time frame: February—March 2024

By meeting with the Board of County Commissioners / Planning and Zoning Commission, the JBPro Project Team will learn their ideas, considerations, and priorities related to the Marion County EAR and Community Vision Plan. First, the discussion will focus on their ideas related to the community vision, assessment of county planning efforts, and priorities for future county initiatives and development efforts. Finally, this task will consider how they view their role in this process and the level of engagement and involvement for county leadership in this project.

Task 1.2 Deliverable: Leadership EAR Priorities Memorandum and determination of ongoing involvement.

Task 1.3 Interagency Regional Partners EAR Scoping and Priorities Meetings

Timeframe: February—March 2024

The JBPro Team will, at the direction of staff, conduct an interagency scoping meeting with adjacent local jurisdictions and State, regional and county agencies. The purpose of this scoping meeting is to receive local agency input on the key issues that have been identified in the Community Vision Plan, identify additional issues that should be addressed, and collect local agency data to assist in the EAR development process. Though each identified issue will be grouped to gain a better idea of the “big picture,” the issues will be addressed separately, and in subsequent tasks, shall include analysis and recommendations to address.

The scoping meeting will include interagency partners—Cities of Ocala, Belleview, and Dunnellon, Towns of Reddick and McIntosh, Marion County School District, Ocala Marion Transportation Planning Organization, East Central Regional Planning Council, Sumter County, FDOT District 5, and Withlacoochee Regional Water Supply Authority, and St. Johns River Water Management District. As the EAR is developed, additional meetings may be scheduled to review and confirm data assessments, policy needs, and future planning direction.

Task 1.3 Deliverable: Identification of Interagency Regional Partners Issues

Task 1.4 Stakeholder Meetings  
Timeframe: February—March 2024

By meeting with the Stakeholder Committee, the JBPro Project Team will learn about the community’s ideas, considerations, and priorities related to the Marion County EAR and future vision.

The stakeholder meetings will continue throughout the project on a bi-monthly basis. Meetings will include an assessment of county planning efforts as they relate to the county’s vision and determination of the community’s future priorities.

Task 1.4 Deliverable: Identification of Stakeholder EAR Priorities. Establishment of ongoing contact with Stakeholder Committee.

**Task 1.5: Optional Task: Web-based Online Community Engagement Discussion**  
**Timeframe: Duration of the Project: February 2024—January 2025**

The JBPro Team will provide opportunities for real time online community discussions that will expand participation in the EAR process regardless of their proximity, location, and ability to attend in person EAR events. The information shared will support the development of the EAR vi planning framework by allowing community members additional opportunities to provide input into the county’s planning vision and future planning efforts. This task will extend from the beginning to the end of the project.

**Optional Task 1.5 Budget: \$15,000**

**Optional Task 1.5 Deliverable: Web-based online community engagement discussion. This task will continue throughout the EAR.**

Task 1.6 EAR Priorities and Concerns Memorandum  
Timeframe: March 2024

Based on the information learned from the initial project meetings, the JBPro Team will draft a Memorandum that outlines the issues, concerns, and priorities the county will need to address in the EAR project.

Task 1.6 Deliverable: EAR Priorities and Concerns Memorandum

**Phase 2. Planning Practices, Policies, and Data Assessment**  
**Timeframe: February—May 2024**

**Deliverable: Planning Practices & Data Assessment Report**

**Phase 2 Budget: \$55,000, including optional task**

**Task 2.1** Assessment of Marion County Planning Practices & Data—Policies, Standards, and Strategies

Timeframe: February—April 2024

Assess the county’s current planning practices, policies, standards, and strategic initiatives based on EAR priorities and concerns. The aim of this assessment is to determine necessary changes to the county’s existing comprehensive planning policies, land development code standards, and existing planning practices and studies based on the county’s needs, concerns, and demand as well as requirements within Florida State Statutes.

Task 2.1 Deliverable: Planning Practices Assessment

**Task 2.2** Assessment of Marion County Data—Community Conditions

Timeframe: February—April 2024

The data assessments will evaluate county concerns related to growth and development; resiliency and the county’s quality of life; land use changes; multi-modal transportation systems and networks; community facilities and services; housing needs and inventory; natural resources; economic indicators; the county’s history, culture, and heritage; and recreational needs and opportunities. The aim of this assessment is to determine how the EAR priorities and issues are reflected in the trend analysis of relevant county data and requirements within Florida State Statutes.

Task 2.2 Deliverable: Data Analysis

**Task 2.3** **Optional Task: Community Engagement Discussions: Community Conditions & Future Vision**

Timeframe: March—April 2024

**The JBPro Team will guide a community engagement discussion in an effort to identify the community’s vision for the county’s future. The purpose of these community discussions is to inform the public about the EAR process and present an existing conditions and trends snapshot distilled from the Data Assessment. The event would be formatted as an interactive discussion where participants may not only learn about the current conditions of Marion County but also express their aspirations for the future of the community as a basis for a county-wide vision statement.**

**The discussion will be held at seven (7) targeted locations to ensure all community members have an opportunity to participate in planning for Marion County’s future.**

**The seven community meetings will be held in:**

- **Silver Springs Shores**

- Marion Oaks
- Western Marion County—Rainbow Lakes Estates
- Southwest Marion County—Liberty Triangle
- Northcentral Marion County—Citra, Ft McCoy, Reddick
- Southeast Marion County—Blichton, Fellowship
- Northwest Marion County--Summerfield

As part of this effort, the JBPro Team will develop portable engagement materials and provide facilitation training for county staff. These materials and training will enable county staff to meet with additional community organizations or groups—e.g.: business groups, special interest groups, religious groups, neighborhood associations, and student and youth groups, etc.

**Optional Task 2.3 Budget: \$25,000**

**Optional Task 2.3 Deliverable: Community engagement discussion regarding the county’s planning vision to take place at 7 locations throughout the county. The discussion will result in a draft of county planning issues and vision statement.**

Task 2.4 Draft the Planning initiatives and Data Assessment  
Timeframe: April—May 2024

The JBPro Team will use the information learned from the community vision discussions, data assessments, and SWOC assessment to draft a Planning Initiatives and Data Assessment Report. This report will establish a county planning vision which will be the basis for developing the Marion County EAR Community Planning Framework. These materials will be presented in a graphic format with charts, tables, and maps depicting the assessment’s findings.

Task 2.4 Deliverable: Current Planning Initiatives and Data Assessment Report. Future County Vision Statement.

**Phase 3: Evaluation and Appraisal Report (EAR) Community Planning Framework**  
**Timeframe: May—July 2024**

**Deliverables: (EAR) Community Planning Framework Guidelines Principles  
(EAR) Community Planning Framework Implementation Strategies  
(EAR) Community Planning Framework**

**Phase 3 Budget: \$70,000, including optional task**

Task 3.1 Evaluation and Appraisal Report (EAR) Community Planning Framework Guiding Principles  
Timeframe: May—June 2024

Based on the Initial Planning Initiatives and Data Assessment Report, a set of guiding principles will be developed as part of the Community Planning Framework to provide direction to the county’s future planning efforts based on the county’s adopted vision. The guiding principles will steer the implementation of the county’s vision.

Task 3.1 Deliverable: Draft EAR Community Planning Framework Guiding Principles

Task 3.2 Evaluation and Appraisal Report (EAR) Community Planning Framework Implementation Strategies  
Timeframe: May—June 2024

Based on the Initial Planning Initiatives and Data Assessment Report, a set of implementation strategies will determine the county’s future planning efforts by identifying how key issues will be addressed. The implementation strategies will prioritize the development of the county’s future planning practices, standards, and initiatives.

Task 3.2 Deliverable: Draft EAR Community Planning Framework Implementation Strategies

**Task 3.3 Optional Task: Community Engagement Discussions: Confirmation of Future Planning Direction**  
**Timeframe: June—July 2024**

The JBPro Team will guide a community engagement discussion in an effort to provide the public with an opportunity to review the draft EAR Community Planning Framework document, confirm the planning direction, and prioritize implementation initiatives. The JBPro team will use ranking and voting games, through instant-result polling tools and graphic-heavy materials that engage, inform, and solicit opportunities for community input. The goal is to ensure that the planning direction set up by the EAR achieves the county’s future vision.

As in the first round of engagement, the discussion will be held at seven (7) targeted locations to ensure all community members have an opportunity to participate in planning for Marion County’s future. Also, the JBPro Team will develop portable engagement materials related to this round of community discussions to ensure county staff is able to meet with community organizations or groups to get their input.

**Optional Task 3.3 Budget: \$25,000**

**Optional Task 3.3 Deliverable: Community engagement discussion regarding the county’s planning framework to take place at 7 locations throughout the county. The discussion will result in a confirmation of the future planning direction.**

Task 3.4 Evaluation and Appraisal Report (EAR) Community Planning Framework  
Timeframe: July 2024

Based on EAR guiding principles and implementation strategies and the input received by community members, the JBPro Team will develop a list of the major issues that the EAR amendments will address. This list will be compiled in a Community Planning Framework that will detail the issues to be addressed in the EAR. The Planning Framework will be presented to county staff for review and refinement. The Planning Framework will be used to draft the EAR.

Task 3.4 Deliverables: Community Planning Framework

**Phase 4. Draft Evaluation and Appraisal Report, Review and Adoption**  
**Timeframe: August—January 2025**

**Deliverables: Draft Evaluation and Appraisal Report**

**Budget: \$40,000**

Task 4.1 Draft Evaluation and Appraisal Report  
Timeframe: August—September 2024

The JBPro Project Team will lead the effort to draft, review, transmit, and adopt the Marion County Evaluation and Appraisal Report. The JBPro Team will prepare the draft EAR in coordination with and under the direction of county staff. The issues will be described, analyzed, and evaluated for potential social, economic, and environmental impacts. In addition, other relevant county planning efforts will be utilized to inform the EAR as appropriate. The JBPro Team will revise the draft EAR two (2) times with major revisions to address staff comments; once (1) for Planning and Zoning Board; once (1) for Board of County Commissioners; and once (1) for State of Florida.

Task 4.1 Deliverable: Draft EAR as revised

Task 4.2 EAR Hearings, Adoption, and Transmittal  
Timeframe: October 2024 —January 2025

Upon completion of the draft EAR, the JBPro Team will facilitate the public hearing process to review, adopt, and transmit the EAR. This process will start with a joint workshop with the Board of County Commissioners and Planning and Zoning Board in October. The in the Planning and Zoning Board hearing will take place in November followed by the Board

of County Commissioners hearing in December. The adopted EAR will then be transmitted to the Florida Department of Commerce by January 31, 2025.

The EAR public hearing process is a collaborative process through which, the JBPro Team, under the direction of county staff, will:

- Prepare draft EAR for public hearings.
- Present the draft EAR at a Joint Workshop of the Planning and Zoning Board and Board of County Commissioners in October 2024.
- Revise the draft EAR according to comments received at the joint workshop and prepare the EAR and Appraisal Notification Letter for a public hearing to the Planning and Zoning Board.
- Present the draft EAR and Evaluation and Appraisal Notification Letter to the Planning and Zoning Board in November 2024.
- Prepare a Memorandum summarizing Planning and Zoning Board meeting comments, revise the draft EAR according to such comments, and prepare the draft EAR for review by the Board of County Commissioners.
- Present the draft Evaluation and Appraisal Notification Letter and EAR to the Board of County Commissioners in December 2024.
- Prepare a draft Evaluation and Appraisal Report based plan amendment package to the Florida Department of Commerce by January 31, 2025.
- Prepare adopted EAR for publishing.

Task 4.2 Deliverables: Final Adopted EAR

**Total EAR Budget: \$120,000.00, with optional tasks \$185,000.00**

#### IV. Fees:

As outlined in this proposal, JBPro offers a total project scope of \$120,000. With the additional tasks, the total project scope is \$185,000. The cost breakdown for each component of the project is detailed in the fee schedule below.

The JBPro team assumes that the County data needed for the EAR is readily available and will be provided to the team by the County. Additional costs may be required if the JBPro team must spend time creating or collecting data necessary to complete the analysis. Any additional costs will be billed at the professional services rate included in the Continuing Services Contract unless a change to this scope is approved by the County and JBPro team.

EAR Deliverables, Tasks, Time Frame, and Fees				
Phase	Tasks	Deliverables	Time Frame	Costs
Phase 1: EAR Kickoff	Task 1.1: Project Team Kick-off	Final schedule for executing the EAR and Community Vision Plan	February-March 2024	\$1,340
	Task 1.2 County Leadership Priorities	Leadership EAR Priorities Memorandum and determination of ongoing involvement.	February-March 2024	\$1,175
	Task 1.3 Interagency Regional Partner EAR Scoping and Priorities Meetings	Identification of Interagency Regional Partners Issues	February-March 2024	\$1,045
	Task 1.4: Stakeholder Meetings	Identification of Stakeholder EAR Priorities. Establishment of ongoing contact with Stakeholder Committee.	February-March 2024	\$700
	Optional Task 1.5: Web-based Online Community Engagement Discussion	Web-based online community engagement discussion. This task will continue throughout the EAR	February 2024-January 2024	\$15,000
	Task 1.6 EAR Priorities and Concerns Memorandum	EAR Priorities and Concerns Memorandum	March 2024	\$740
	<b>Phase 1 Budget</b>			
Phase 2: Planning Practices, Policies, and Data Assessment	Task 2.1: Assessment of Marion County Planning Practices & Data	Planning Practices Assessment	February-May 2024	\$10,120
	2.2 Assessment of Marion County Data--Community Conditions	Data Analysis	February-May 2024	\$12,395
	Optional Task 2.3: Community Engagement Discussions: Community Condition and County Vision	Engagement on county issues and vision statement	March-April 2024	\$25,000
	Task 2.4 Draft the Planning initiatives and Data Assessment	Planning Initiatives and Data Assessment Report	February-May 2024	\$7,485
	<b>Phase 2 Budget</b>			
Phase 3 Evaluation and Appraisal Report (EAR) Community Planning Framework	Task 3.1: Evaluation and Appraisal Report (EAR) Community Planning Framework Guiding Principles	Draft EAR Community Planning Framework Guiding Principles	May-June 2024	\$15,735
	Task 3.2: Evaluation and Appraisal Report (EAR) Community Planning Framework Implementation Strategies	Draft EAR Community Planning Framework Implementation Strategies	May-June 2024	\$9,075
	Optional Task 3.3: Community Engagement Discussions: Community Planning Framework	Engagement on county planning framework	March-April 2024	\$25,000
	Task 3.4 Evaluation and Appraisal Report (EAR) Community Planning Framework	Community Planning Framework	June 2024	\$20,190
	<b>Phase 3 Budget</b>			
Phase 4 Draft Evaluation and Appraisal Report, Review and Adoption	Task 4.1: Draft Evaluation and Appraisal Report	Draft EAR	June -July 2024	\$24,160
	Task 4.2: EAR Hearings, Transmittal, and Adoption	Final Adopted EAR	May-June 2024	\$15,840
	<b>Phase 4 Budget</b>			

Phase 1	\$20,000
Phase 2	\$55,000
Phase 3	\$70,000
Phase 4	\$40,000

**PROJECT TOTAL \$185,000**

Marion County EAR Fee Proposal By Staff Member

Tasks	JBro				Wide Firm				Carrabino				Amorah		Project Team			
	Project Manager	Planner	Planning Tech	Task Fee	Project Manager	Planner	Planning Tech	Task Fee	Project Manager	Planner	Planning Tech	Task Fee	Planner	Task Fee	Project Manager	Planner	Planning Tech	Task Fee
	\$175	\$130	\$80	\$80	\$175	\$130	\$80	\$80	\$175	\$130	\$80	\$80	\$130	\$130	\$175	\$130	\$80	\$80
<b>1.1 Project Team Kick-off</b>	1	1	4	6	1	1	0	2	1	0	0	176	2	2	3	4	0	7
	\$175	\$130	\$295	\$600	\$175	\$130	\$0	\$305	\$175	\$0	\$0	\$175	\$200	\$200	\$525	\$520	\$295	\$1,340
<b>1.2 County Leadership EAR Priorities</b>	1	1	0	0	1	1	0	0	1	1	0	2	2	3	3	0	6	
	\$175	\$130	\$0	\$305	\$175	\$130	\$0	\$305	\$175	\$130	\$0	\$305	\$260	\$260	\$525	\$650	\$0	\$1,175
<b>1.3 Interagency Regional Partners EAR Scoping and Priorities Meetings</b>	1	1	0	0	1	1	0	0	1	1	0	2	1	1	3	4	0	7
	\$175	\$130	\$0	\$305	\$175	\$130	\$0	\$305	\$175	\$130	\$0	\$305	\$130	\$130	\$525	\$520	\$0	\$1,045
<b>1.4 Stakeholder Meetings</b>	0	0	0	0	0	0	0	0	1	1	0	2	1	1	1	1	0	2
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175	\$130	\$0	\$305	\$395	\$395	\$175	\$525	\$0	\$700
<b>1.5 Web-based Online Community Engagement Discussion</b>	50	0	0	0	50	0	0	0	0	20	155	175	0	0	40	155	175	
	\$50	\$0	\$0	\$0	\$50	\$0	\$0	\$0	\$0	\$2,600	\$12,400	\$15,000	\$0	\$0	\$2,600	\$12,400	\$15,000	
<b>1.6 EAR Priorities and Concerns Memorandum</b>	0	0	0	0	1	1	0	0	1	1	0	2	1	1	2	2	0	4
	\$0	\$0	\$0	\$0	\$175	\$130	\$0	\$305	\$175	\$130	\$0	\$305	\$130	\$130	\$350	\$390	\$0	\$740
<b>Phase 1 Total</b>				\$78,145				\$28,220				\$88,955			\$18,125			\$28,000
<b>2.1 Assessment of Marion County Planning Priorities &amp; Data - Policies, Standards, and Strategies</b>	0	0	0	0	6	40	20	66	10	0	0	10	4	4	16	44	20	76
	\$0	\$0	\$0	\$0	\$1,050	\$5,200	\$1,600	\$7,850	\$1,750	\$0	\$0	\$1,750	\$520	\$520	\$2,800	\$5,720	\$1,600	\$10,120
<b>2.2 Assessment of Marion County Data - Community Conditions</b>	10	0	0	10	0	0	0	0	43	20	0	63	4	4	52	24	0	72
	\$1,750	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$7,525	\$2,600	\$0	\$10,125	\$520	\$520	\$9,275	\$3,120	\$0	\$12,395
<b>2.3 Community Engagement Discussions: Community Conditions &amp; Future Vision</b>	58	66	30	154	0	0	0	0	0	0	0	30	30	58	96	30	154	
	\$10,150	\$8,550	\$2,400	\$21,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,900	\$3,900	\$10,150	\$12,450	\$2,400	\$25,000	
<b>2.4 Draft the Planning Initiatives and Data Assessment</b>	10	10	3	23	10	5	5	20	5	0	0	5	4	4	25	19	8	48
	\$1,750	\$1,300	\$240	\$3,290	\$1,750	\$650	\$400	\$2,800	\$875	\$0	\$0	\$875	\$520	\$520	\$4,375	\$2,470	\$640	\$7,485
<b>Phase 2 Total</b>				\$38,145				\$12,875				\$18,125			\$25,125			\$38,000
<b>3.1 Evaluation and Appraisal Report (EAR) Community Planning Framework Guiding Principles</b>	8	11	0	19	14	22	14	50	37	0	0	37	0	0	59	33	14	106
	\$1,400	\$1,430	\$0	\$2,830	\$2,450	\$2,860	\$1,120	\$6,430	\$6,475	\$0	\$0	\$6,475	\$0	\$0	\$10,325	\$4,230	\$1,120	\$15,735
<b>Task 3.1 Evaluation and Appraisal Report (EAR) Community Planning Framework Implementation Strategies</b>	4	4	0	8	10	16	0	26	23	0	0	23	0	0	37	20	0	57
	\$700	\$520	\$0	\$1,220	\$1,750	\$2,080	\$0	\$3,830	\$4,025	\$0	\$0	\$4,025	\$0	\$0	\$6,475	\$2,600	\$0	\$9,075
<b>Task 3.3 Community Engagement Discussions: Confirmation of Future</b>	18	66	30	154	0	0	0	0	0	0	0	30	30	58	96	30	154	
	\$10,150	\$8,550	\$2,400	\$21,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,900	\$3,900	\$10,150	\$12,450	\$2,400	\$25,000	
<b>Task 3.4 Evaluation and Appraisal Report (EAR) Community Planning Framework</b>	12	15	10	37	22	18	7	47	49	0	0	49	0	0	84	33	17	133
	\$2,100	\$1,950	\$815	\$4,865	\$3,850	\$2,340	\$560	\$6,750	\$8,575	\$0	\$0	\$8,575	\$0	\$0	\$14,525	\$4,230	\$1,375	\$20,190
<b>Phase 3 Total</b>				\$6,015				\$7,010				\$9,075			\$3,900			\$70,000
<b>Task 4.1 Draft Evaluation and Appraisal Report</b>	8	35	8	51	10	40	16	66	40	0	0	40	18	18	58	93	24	175
	\$1,400	\$4,550	\$640	\$6,590	\$1,750	\$5,200	\$1,280	\$8,230	\$7,000	\$0	\$0	\$7,000	\$2,340	\$2,340	\$10,350	\$12,000	\$1,920	\$24,350
<b>Task 4.2 EAR Hearings, Adoption, and Transmittal</b>	14	23	8	45	4	15	3	22	28	0	0	28	15	15	46	53	11	110
	\$2,450	\$3,010	\$640	\$6,100	\$700	\$1,950	\$240	\$2,890	\$4,900	\$0	\$0	\$4,900	\$1,950	\$1,950	\$8,050	\$6,910	\$880	\$15,880
<b>Phase 4 Total</b>				\$13,515				\$18,900				\$18,900			\$25,250			\$40,000
<b>GRAND TOTAL</b>				\$129,915				\$60,000				\$116,080			\$44,825			\$185,000

Note: Hours are based on a best estimate of hours needed to accomplish each task. Hours will be tracked and adjustments will be made to increase or decrease hours on a specific task as needed. Changes in hours will be discussed with staff at project team meetings. Hours will be billed according to actual hours worked on each task. Total fees for the entire effort will not exceed the project fee of \$185,000 unless a scope change has been approved by Marion County.