

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20051072**

**1. ACTION REQUESTED/PURPOSE:** Approve waiving of the formal process for BW-05-11 UPDATE OF THE LEE COUNTY FIRE/EMS IMPACT FEES with James Duncan and Associates, Inc., in the lump sum amount of \$46,190.00 with a project completion of four and one-half (4 1/2) months. Further authorize Chairman to execute Change Order #1 in the Not-to-Exceed amount of \$15,900.00.

**2. WHAT ACTION ACCOMPLISHES:** Provides Lee County with an efficient, cost effective update of the Lee County Fire/EMS Impact Fees.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

**4. Departmental Category:** 4. A4B **5. Meeting Date:** 08-09-2005

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative  <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <u>AC-4-4</u> <input type="checkbox"/> Other		<b>8. Request Initiated:</b> <b>Commissioner</b> <b>Department</b> <u>Community Development</u> <b>Division</b> <u>Mary Gibbs</u> <b>By:</b> <u>Mary Gibbs, Director</u>
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**9. Background:**  
In April 2005, the Community Development Department submitted a request to Contracts Management to put together a Service Provider Agreement (SPA) for the Update of the Lee County Fire/EMS Impact Fees with James Duncan and Associates, Inc. The anticipated cost of services was \$46,190.00. The SPA agreement was processed without Board of County Commissioners authorization, because the anticipated expenditure did not exceed the \$50,000.00 approval threshold. The fully executed Agreement (contract #3125) was returned to James Duncan and Associates, Inc. on June 6, 2005.

The contract for the "Update" was expanded as the result of issues resulting from the school impact fee litigation to include actual appraisal information in lieu of historic costs, which increases the cost of the contract. Change Order #1 for the Update of the Lee County Fire/EMS Impact Fees was issued on June 11, 2005 in the NTE amount of \$15,900.00. The Summary of Changed Compensation, indicated on page B2 of B2 of the Change Order totals \$62,090.00; putting the SPA over the expenditure authorization of \$50,000.00.

James Duncan and Associates, Inc. prepared the original Fire/EMS impact fee study. There are documented special circumstances that justify renewing their contract. Duncan and Associates has the historical knowledge to prepare the update most efficiently, since they already prepared the study. It would not be efficient or cost effective at this point in time to go out to bid to hire another firm that is not familiar with the methodology of this study.

Funds are available in Account GC5190315500.503190.537

- Attachment: 1. Executed Copy of Service Provider Agreement  
2. Bid Waiver justification  
3. Three (3) original Change Orders for Execution

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Mary Gibbs</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

Approved  
 Deferred  
 Denied  
 Other

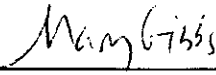
RECEIVED BY COUNTY ADMIN: <i>[Signature]</i> 7/20/05	REC'D. FILES by CO. ATTY. 8.4.5.05 CO. ATTY. FORWARDED TO: 7/20/05 1:58 PM
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# MEMORANDUM

FROM  
THE DEPARTMENT OF  
COMMUNITY DEVELOPMENT

DATE: July 21, 2005

TO: Gail Orio  
Contracts Management

FROM:   
Mary Gibbs, Director

RE: **Fire/EMS Impact Fee Contract for Duncan and Associates**

I am requesting a waiver of the formal bidding process for the Fire/EMS Impact Fee Update contract for Duncan and Associates. This firm has provided service to Lee County for several years to revise the County's fire/EMS, parks, and roads impact fees.

The contract for the "Update" was expanded as the result of issues resulting from the school impact fee litigation to include actual appraisal information in lieu of historic costs, which increases the cost of the contract. In addition, the County Commission has requested the Affordable Housing Committee review impact fee proposals, so additional meetings have been scheduled, raising the contract costs above the level that requires competitive bids.

Duncan and Associates prepared the original fire/EMS impact fee study. There are documented special circumstances that justify renewing their contract. Duncan and Associates has the historical knowledge to prepare the update most efficiently, since they already prepared the study. It would not be efficient or cost effective at this point in time to go out to bid to hire another firm that is not familiar with the methodology of that study. Further, there are very few firms nationally that conduct these types of studies. Going out to bid would delay the cycle that the County Commission requested. The County Commission was asked at the Board Management & Planning meeting of February 7, 2005 whether they wanted to go out to bid on impact fee contracts, and they said no.

Please contact me if you need anything further and thanks for your assistance.

cc: Timothy Jones, Chief Assistant County Attorney



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2183

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

Diana M. Parker  
County Hearing  
Examiner

June 6, 2005

Mr. Clancy Mullen  
James Duncan and Associates, Inc.  
13276 Research Boulevard, Suite 208  
Austin, TX 78750

**SUBJECT: UPDATE OF THE LEE COUNTY FIRE/EMS IMPACT FEES**

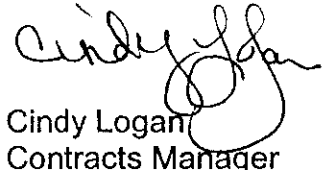
**ENCLOSURE (1): Executed Copy of Service Provider Agreement**  
**ENCLOSURE (2): PSA/SPA Invoice Statement Form**

Dear Mr. Mullen:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Update of the Fire/Ems Impact Fees". Please note the contract number for this project is **3125**. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,  
CONTRACTS MANAGEMENT



Cindy Logan  
Contracts Manager

C: Mary Gibbs, Director, Community Development  
Internal Services, Fiscal  
Contracts Management

**SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT is made and entered into this 1<sup>st</sup> day of June, 2005, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **James Duncan and Associates, Inc.**, hereinafter referred to as the "PROVIDER".

**WITNESSETH**

**WHEREAS**, the COUNTY desires to obtain the consulting services of said PROVIDER as further described herein referred to as **Update of the Lee County Fire/EMS Impact Fees**, and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

**ARTICLE 1.0 - SCOPE OF SERVICES**

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated **May 10, 2005**, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

**ARTICLE 2.0 - DEFINITIONS**

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 **ADDITIONAL SERVICES** shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 **CHANGE ORDER** shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 **SUPPLEMENTAL TASK AUTHORIZATION** as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 **LICENSES.** The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 **QUALIFIED PERSONNEL.** The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 **STANDARDS OF PROFESSIONAL SERVICE.** The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

#### 3.4 **CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES**

- (1) **Responsibility to Correct.** The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

### 3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and

completing the **ADDITIONAL SERVICES**.

#### ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

**4.1 BASIC SERVICES.** The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated **May 10, 2005**, which is attached hereto and made a part of this Agreement.

**4.2 ADDITIONAL SERVICES.** The COUNTY shall pay the PROVIDER for all **ADDITIONAL SERVICES** as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said **ADDITIONAL SERVICES** as set forth in EXHIBIT "B".

#### **4.3 METHOD OF PAYMENT.**

##### **(1) MONTHLY STATEMENTS.**

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or **CHANGE ORDER(S)** or **SUPPLEMENTAL TASK AUTHORIZATION(S)**. The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in **CHANGE ORDER(S)** or **SUPPLEMENTAL TASK AUTHORIZATION(S)**.

##### **(2) PAYMENT SCHEDULE.**

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

**4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY.** In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

**4.5 PAYMENT WHEN SERVICES ARE SUSPENDED.** In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

#### ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to



commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

#### ARTICLE 6.0 - SECURING AGREEMENT

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

#### ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated **May 10, 2005**, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

#### ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

#### ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the

COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

#### ARTICLE 10.0 - INSURANCE

##### 10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

##### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
  - (A) The name and type of policy and coverages provided;
  - (B) The amount or limit applicable to each coverage provided;
  - (C) The date of expiration of coverage.
  - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
  - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

#### ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

- (1) WORKERS' COMPENSATION  
 Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
  - (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
  - (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.
- (2) COMMERCIAL GENERAL LIABILITY  
 Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:
  - (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
  - (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification

agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of **not applicable**
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

#### ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

#### ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners  
PO Box 398  
Ft Myers FL 33902-0398  
Attention: Community Development

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Mr. Clancy Mullen  
James Duncan and Associates, Inc.  
13276 Research Boulevard, Suite 208  
Austin, TX 78750  
Phone: 512.258.7347

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

#### ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

#### ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

#### ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: *Joia Purice*  
Deputy Clerk

BY: *Donald D. Stowell*  
County Manager

DATE: 6-1-05

APPROVED AS TO FORM

BY: *Justin [unclear]*  
County Attorney's Office

ATTEST:

JAMES DUNCAN AND ASSOCIATES, INC.  
(CONSULTANT)

*Wm. Maly*  
(Witness)

BY: *Clancy Mullen*  
(Authorized Signature)

*[Signature]*  
(Witness)

*Vice-President*  
(Title)

DATE: 5/25/05

CORPORATE SEAL:

## EXHIBIT A

Date: May 10, 2005

### SCOPE OF SERVICES

for Update of the Fire/EMS Impact Fees

### BASIC SERVICES

#### Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

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

Immediately upon project initiation, Consultant will schedule a meeting with key members of County staff, as well as with one or more representatives of the fire districts. During the meeting, Consultant will gather available information related to the project; identify major technical and policy issues involved; coordinate staff and consultant responsibilities; and refine the project schedule.

County will provide Consultant, without charge, copies of all relevant plans, studies and documents needed to perform the scope of work for the development of fire/EMS impact fees. These may include, but are not limited to:

- Current information on existing land uses (housing units by type, hotel rooms, nonresidential building square feet by type) in each of the fire districts (including the municipalities), as well as county-wide land use data (for the EMS fee calculations)-much of this data will probably need to come from the Appraiser's Office;
- taxable value in each fire district and county-wide, broken down by vacant and developed land;
- data on fire/rescue incidents by Fixed Property Use Code (data for most recent 12-month period from as many districts as it is available);
- EMS calls for residential, hotel/motel, office/commercial and industrial land use categories, for calendar years 2002 through 2004;
- for each fire district, the number of facilities and equipment in each of the following categories: mini-pumpers, engines, tankers, brush trucks (small), brush trucks (large), support vehicles, ladder trucks (75'), ladder trucks (105'), ladder trucks (aerial platform), command vehicles, staff vehicles, marine vehicles, ambulances, main stations (number), substations (number), main station land (acres) and substation land (acres);



SCOPE OF SERVICES (Continued)

- for each fire district, the amount of outstanding debt, including buildings or equipment subject to lease agreements, and the debt service or lease payment schedules for such facilities, as well as the source of funds for the repayment of such debt;
- appraised land value of each existing fire station site;
- from all fire districts, construction costs (including design and FF&E), month/year completed and total square feet for fire stations built since 2002;
- updated equipment unit costs from the following used in the 2003 study:

Facility/ Equipment Type	Unit Cost (2003)
Mini-Pumper	\$136,000
Pumper, Dash Series	\$457,000
Tanker	\$247,000
Wildland Brush Truck, Large	\$202,000
Wildland Brush Truck, Small	\$116,000
Hazardous Material Truck	\$385,000
Aerial Ladder 75'	\$566,000
Aerial Ladder 105'	\$658,000
Aerial Platform 100'	\$866,000
Command Vehicle	\$88,000
Staff Vehicle	\$40,000

- square footage in County-owned fire stations occupied by EMS equipment and personnel, and total square footage of those stations;
- inventory of EMS vehicles by type and current unit replacement cost for each vehicle type;
- fixed asset listings of current EMS equipment, including description, quantity; original cost and date of acquisition; and
- history of capital equipment grants received by County EMS and fire districts over last five years.

Following the meeting, Consultant will prepare a memorandum summarizing the organizational framework for the project, and listing additional data needs, if any. The memorandum will be delivered within two weeks of the meeting. The Consultant will then proceed with Task 2.

**Deliverable:** Project Organization Meeting  
Project Organization Memorandum

## SCOPE OF SERVICES (Continued)

### **Task 2: Land Cost Analysis**

This task involve the development of appropriate current costs for land for fire station sites applicable to the various fire districts. The analysis will incorporate data on sales of comparable properties in areas of the county and of a size and location to be suitable for fire station sites. A draft report will be prepared for review by County staff prior to preparation of the final report.

**Deliverable:** Preliminary and Final Drafts of Land Cost Analysis

### **Task 3: Staff Draft Fire/EMS Study**

This task involves the preparation of a draft fire/EMS impact fee study. The study shall provide the legal and technical analyses necessary to support the development of a new fire/EMS impact fee schedule. The maximum fees will be determined based on the existing level of service, less revenue credits for outstanding debt and outside funding such as grants.

**Deliverable:** Staff Review Draft of Fire/EMS Impact Fee Study

### **Task 4: Public Review Draft Fire/EMS Study**

Following the receipt of comments from County staff and the fire districts, Consultant will make necessary changes to the draft impact fee study. Consultant will also prepare a memorandum suggesting possible changes to the fire/EMS impact fee ordinance that may be needed to implement the study recommendations and address any changes in the legal environment.

**Deliverables:** Public Review Draft of Fire/EMS Impact Fee Study  
Memorandum on Fire/EMS Impact Fee Ordinance

### **Task 5: Final Draft Fire/EMS Study**

During the public review process, Consultant will prepare revisions to the impact fee calculations and report as needed to respond to staff and public input. Following adoption of the updated study, Consultant will provide a digital version of the final draft report, as well the supporting spreadsheets.

**Deliverables:** Final Draft of Fire/EMS Impact Fee Study (original and digital)  
Supporting Spreadsheets (digital)

### **Task 6: Public Participation**

During the course of the project, Consultant will be available to present the findings to the Board of County Commissioners and other groups as requested by the County.

**Deliverable:** Public Presentations (3 Person-Days)

Date: May 10, 2005COMPENSATION AND METHOD OF PAYMENTFor Update of the Fire/EMS Impact FeesSection 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Project Organization & Data Collection	\$3,740.00	LS	
2	Land Cost Analysis	\$13,200.00	LS	
3	Staff Review Draft Fire/EMS Study	\$13,500.00	LS	
4	Public Review Draft Fire/EMS Study	\$5,400.00	LS	
5	Final Draft Fire/EMS Study	\$4,050.00	LS	
6	Public Participation (3 person-trips)	\$6,300.00	LS	
	Fixed-fee cost includes all direct and indirect costs, including travel expenses			
	All meetings will be provided on a per trip basis. Three person-days are included in this task. Additional trips shall be provided for a lump-sum of \$2,100 per person-day, all expenses included.			
TOTAL		\$46,190.00	LS	

(Unless list is continued on next page)

CMO:033  
09/25/01

EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated **May 10, 2005**, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated **May 10, 2005**, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: May 10, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for Update of the Fire/EMS Impact Fees

CONSULTANT OR SUB-CONSULTANT NAME DUNCAN & ASSOCIATES INC.  
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
James B Duncan	\$175.00		
Clancy Mullen	\$135.00		
Eric Damian Kelly	\$225.00		
Associate Planners	\$95.00		
Expert witness services shall be provided at one and one-half times the above hourly rates.			

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

EXHIBIT C

Date: May 10, 2005

TIME AND SCHEDULE OF PERFORMANCE

for Update of the Fire/EMS Impact Fees

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

It is anticipated that the public review draft could be prepared in approximately four and one-half months, excluding the public review process. Revisions leading up to the final draft would be provided as needed during the review process. Additional review time or additional public participation would require a somewhat longer project schedule.

Task	Months from Project Start					
	1	2	3	4	5	Varies
Task 1: Project Org/Data Col.	x					
Task 2: Land Cost Analysis						
Task 3: Staff Review Draft						
Task 4: Public Review Draft						
Task 5: Final Draft						

EXHIBIT D

Date: May 10, 2005

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Update of the Fire/EMS Impact Fees

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Land Cost Analysis	Maxwell & Hendry Valuation Services, Inc. 2550 First Street Fort Myers, FL 33901		x			

EXHIBIT E

Date: May 10, 2005

PROJECT GUIDELINES AND CRITERIA

for Update of the Fire/EMS Impact Fees

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

**PROJECT UNDERSTANDING**

This project will entail updating the County's fire and emergency medical service (EMS) impact fees. The fire impact fees for the 18 fire districts and the county-wide EMS fees were last updated in 2003. The County has moved to a three-year cycle for updating its impact fees. The schedule for updating the fees calls for the fire/EMS fees to be updated by January 1, 2006.



Date: May 10, 2005

AMENDMENT TO ARTICLES

For: Update of the Fire/EMS Impact Fees

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

none

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2005

PRODUCER (512)451-6551 FAX (512)454-0183  
Central Insurance Agency, Inc.  
6000 N. Lamar Blvd.  
Austin, TX 78752

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: Northern Ins. Co. of New York	19372
INSURER B: Maryland Casualty Company	19356
INSURER C:	
INSURER D:	
INSURER E:	

INSURED JAMES DUNCAN & ASSOCIATES, INC.  
13276 RESEARCH BLVD., SUITE 208  
AUSTIN, TX 78750-3241

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS037854552	04/10/2005	04/10/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS037854552	04/10/2005	04/10/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY. AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	PAS037854552	04/10/2005	04/10/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC039722054	04/10/2005	04/10/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Lee County Board of County Commissioners is named additional insured on all policy except the workers compensation.

**CERTIFICATE HOLDER**

**CANCELLATION**

Lee County Board of County Commissioners  
Lee County Contracts Management  
Margaret Ruhe Lincoln-Contracts Specialist  
1500 Monroe Street, 4th Floor  
Ft. Myers, FL 33901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Scott Raper, CIC

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YYYY)  
05/25/05**PRODUCER**Leatzow & Associates, Inc.  
415 Taft Avenue, 2nd Floor  
Glen Ellyn, IL 60137

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

**COMPANIES AFFORDING COVERAGE**COMPANY  
A New Hampshire Insurance CompanyCOMPANY  
BCOMPANY  
CCOMPANY  
D**INSURED**James Duncan & Associates, Inc.  
13276 Research Blvd.  
Suite 2018  
Austin, TX 78750**COVERAGE**

THIS IS TO CERTIFY THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPER <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY	DOES NOT APPLY			BODILY INJURY OCC \$ BODILY INJURY AGG \$ PROPERTY DAMAGE OCC \$ PROPERTY DAMAGE AGG \$ BI & PD COMBINED OCC \$ BI & PD COMBINED AGG \$ PERSONAL INJURY AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (Private Pass) <input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	DOES NOT APPLY			BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ BODILY INJURY PROPERTY DAMAGE COMBINED \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	DOES NOT APPLY			EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	DOES NOT APPLY			WC STATUTORY LIMITS \$ OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	<b>OTHER</b> Professional Liability	003668905	7/29/2004	7/29/2005	1,000,000 each claim 1,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Re: Lee County Fire/EMS Impact Fee

**CERTIFICATE HOLDER**Lee Cnty Contracts Management  
Attn: Margaret Ruhe Lincoln, Contract  
1500 Monroe Street, 4th Floor  
Ft. Myers, FL 33901**ENDORSEMENT**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE***JL* LEATZOW & ASSOCIATES, INC

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT  
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order  
 Supplemental Task Authorization

NO.: 1

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: Update of the Lee County Fire/EMS Impact Fees

CONSULTANT: James Duncan & Associates Inc.

PROJECT NO.: \_\_\_\_\_

SOLICIT NO.: \_\_\_\_\_

CONTRACT NO.: ~~3149~~ ACCOUNT NO.: \_\_\_\_\_

REQUESTED BY: Comm. Dev.

**3125**

DATE OF REQUEST: 7/11/2005

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

- EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 7/11/2005
- EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 7/11/2005
- EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 7/11/2005
- EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 7/11/2005
- EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 7/11/2005

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: Mary Gibbs 7/12/05  
Department Director Date

By: [Signature] 7/25/05  
Contracts Mgmt Date

ACCEPTED:

By: [Signature]  
Consultant/Provider

Date Accepted: [Signature]

Corporate Seal

COUNTY APPROVAL:

By: \_\_\_\_\_  
Department Director  
(Under \$25,000)  
Date Approved: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager (Between  
(\$25,000 and under \$50,000)  
Date Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners  
Date Approved: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
\*County Attorney's Office Date

\*County Attorney signature needed for **over** Board level expenditures only.

- CHANGE ORDER AGREEMENT No. 1  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

EXHIBIT "CO/STA-A"

Date: 07/11/2005

SCOPE OF PROFESSIONAL SERVICES

for Update of Lee County Fire/EMS Impact Fees

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Add to Scope of Work under the following tasks:

Task 2: LAND COST ANALYSIS:

The analysis will include developing average costs per acre for fire station sites in each of the following 15 fire districts: Alva, Bayshore, Bonita Springs, Estero, Fort Myers, Fort Myers Beach, Fort Myers Shores, Iona McGregor, Lehigh Acres, Matlacha-Pine Island, North Fort Myers, San Carlos Park, Sanibel, South Trail and Tice.

Task 6: PUBLIC PARTICIPATION:

To attend an additional 4 Public Presentation meetings (if requested)

\*Attach additional pages, if needed.

- CHANGE ORDER AGREEMENT No. 1  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

EXHIBIT "CO/STA-B"

Date: 07/11/2005

COMPENSATION AND METHOD OF PAYMENT

for Update of Lee County Fire/EMS Impact Fees

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
2	Additional Land Cost Analysis	\$7,500.00	LS	
4	Additional 4 Public Presentation Meetings (as requested)	\$8,400.00	NTE	
<b>TOTAL</b>		<b>\$15,900.00</b>	<b>NTE</b>	

(Unless list is continued on next page)

- CHANGE ORDER AGREEMENT No. 1  
 or  
 SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

**SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION**

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. _____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
		\$46,190.00			\$46,190.00
2	Land Cost			\$7,500.00	\$53,690.00
4	Meetings			\$8,400.00	\$62,090.00
TOTAL		\$46,190.00	\$0.00	\$15,900.00	\$62,090.00

CHANGE ORDER AGREEMENT No. 1  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

EXHIBIT "CO/STA-C"

Date: 07/11/2005

TIME AND SCHEDULE OF PERFORMANCE

for Update of Lee County Fire/EMS Impact Fees

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "A"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
2	Additional Land Cost Analysis		
4	Additional Public Presentation Mtgs	As requested	



CHANGE ORDER AGREEMENT No. 1  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

EXHIBIT "CO/STA-D"

Date: 07/11/2005

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Update of Lee County Fire/EMS Impact Fees

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	N/A					

CHANGE ORDER AGREEMENT No. 1

or

SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

EXHIBIT "CO/STA-E"

Date: 07/11/2005

PROJECT GUIDELINES AND CRITERIA

for Update of Lee County Fire/EMS Impact Fees

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

NONE