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BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

Per email on
2/24 - move
to 3/4/25
meeting

DATE: 02/24/2025

MEETING DATE: 3/25/2025

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent Item

THRU:

ITEM ID: 36625

BY: Amy Munday, Contracting Officer II

SUBJECT: Comprehensive Plan Update for Planning & Zoning

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 25-501 with Kimley-Horn and Associates, Inc. (Sarasota, FL) to provide professional planning services for the completion of the County's Comprehensive Plan Update; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is \$449,100.00 (expenditure) and is within, and will not exceed, the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Planning & Zoning, issued Request for Statement of Qualifications 25-501 seeking firms or individuals qualified to provide professional planning services for the completion of the County's comprehensive plan update. Contract provides for an initial three-year term with two additional one-year terms available.

Proposals were received from four vendors as shown on the attached respondent tabulation sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RSQ. The overall pricing associated with the recommended vendors is competitive with all pricing submitted. Based on the County's needs, successful negotiations, and in its best interests, the recommendation is to award contracts to the highest ranked and quality priced vendor: Kimley-Horn and Associates, Inc.

Fiscal Impact:

Account No.:

Advertised Date:

Paper:

Attachments:

1.	25-501 Respondent Tabulation Sheet
2.	25-501 Selection Committee Minutes 1st meeting (002)
3.	Selection Committee Minutes 2nd Meeting 25-501
4.	Sunbiz Registration for Kimley Horn
5.	Memorandum of Signature Authority

6.	25-501 Contract - VENDOR SIGNED
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STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 2/24/2025
Ron Falanga	New -
Sheri Hutchinson	
Michael Fitzgerald	
Kathleen Dial	
David Eichinger	
Kandace Pourbaix	
Allison Tesla	
Melanie Marsh	
Jennifer Barker	
Karen Snodgrass	

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR
COMPREHENSIVE PLAN UPDATE
RSQ # 25-501**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Kimley Horn & Associates, Inc., a Foreign Corporation authorized to do business in the State of Florida, its successors and/or assigns (the CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statement of Qualification (RSQ) #25-501 seeking firms or individuals qualified to provide professional planning services for the completion of the County's Comprehensive Plan Update; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. **Purpose.** The purpose of this Agreement is for CONSULTANT to provide professional planning services for completion of the County's Comprehensive Plan update ("Service").
3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide the Services, as more specifically described in the Scope of Services, as attached hereto and incorporated herein as **Exhibit A**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.
4. **Term.**
 - A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (Effective Date). This Agreement will remain in effect for three (3) years from the Effective Date with the option for two (2) subsequent one (1) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a

prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

B. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

5. Pricing. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit A**. Agreement prices will prevail for the full duration of the Agreement. Payments made under this Agreement shall not exceed **\$449,100** unless this Agreement is otherwise amended.

6. Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in **Exhibit C**, attached hereto and incorporated herein by reference, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting shall apply to CONSULTANT'S replacement.

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

D. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

7. Invoicing and Payment.

A. CONSULTANT shall submit an accurate invoice to COUNTY for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The CONSULTANT will be assigned work by task order and each task order will be assigned a single identification number for billing purposes. The invoices must reflect the type of service provided to the COUNTY and must include: the contract number; task or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Failure to submit invoices in the prescribed manner will delay payment.

B. COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

C. The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default, and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued to receive the interest payment.

D. Other than the fees and rates set forth in **Exhibit A**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

E. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

F. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers.

8. Compliance with Grant Funding Requirements. In the event any part of this Agreement, including project specific tasks, is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms, and agrees to incorporate any required terms in the Task Order or through amendment to this Agreement, as appropriate. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY as upon issuance of any such Task Order.

9. COUNTY Responsibilities.

A. The COUNTY shall pay CONSULTANT in accordance with the provisions of this Agreement.

B. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

D. The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

10. Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any service or task under this Agreement is in progress, but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

11. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in

termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

12. **Licenses and Permits.** CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

13. **Independent Contractor.** CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

14. **Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

15. **Insurance.**

A. CONSULTANT shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

5. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear on all applicable policies. Certificate(s) of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

G. Certificate holder shall be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for its sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

L. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

16. **Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

17. **Indemnity.** CONSULTANT will indemnify and hold harmless the COUNTY and its officers, commissioners, and employees for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. The CONSULTANT will indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other persons utilized by CONSULTANT in the performance of this Agreement, including negligent defects in design and errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

18. **Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in the

Agreement or Task Order; COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose will be at COUNTY'S sole risk.

19. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

20. Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

21. Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days of the event giving rise to the claim, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONSULTANT will be entitled to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

23. Deficiencies in Work. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

If the CONSULTANT fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

24. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

25. Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state, or local statute, code, regulation or ordinance is modified or created during the

term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

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

27. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY'S custodian of public records, provide the 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 for by law.
3. 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 contract term and following completion of the contract if CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request

from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order issued authorizing work under this Agreement. Upon completion of each task order, CONSULTANT will return to COUNTY all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

28. Right to Audit.

A. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

C. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to CONSULTANT.

D. CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed under this Agreement.

29. **Certification Regarding Scrutinized Companies that Boycott Israel.** By executing this Agreement, the CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

30. **Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
- B. Procuring commercial sex acts during the period of performance of the Agreement;
- C. Using forced labor in the performance of the Agreement;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;

- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

31. **Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

32. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

33. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Sec. 287.133, Fla. Stat.) or Suspended Vendor (Sec. 287.1351, Fla. Stat.) Lists.

34. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

35. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public

entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

36. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed by the Parties.

37. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

38. Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

39. Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

40. Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

41. Civil Rights Act. During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or

applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

42. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

43. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

44. **Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

45. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

46. **Amendments.** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties hereto, unless otherwise stated herein.

47. **No Waiver.** The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

48. **Compliance with Applicable Laws.** The CONSULTANT will at all times comply with all applicable Federal, State and local laws, rules and regulations in effect at the time Services are performed.

49. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

50. **Using Departments.** This Agreement is not specific to a COUNTY department and it is agreed and understood by the Parties that any COUNTY department may avail itself of this Agreement and procure services specified herein at the Agreement price(s) established herein ("Using Department"). An Agreement modification will be issued by the COUNTY identifying the requirements of any specific COUNTY department(s), if COUNTY deems necessary.

51. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

52. **Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

53. **Continuation of Work.** Any work that commences prior to and will extend beyond the expiration date of this Agreement must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

54. **Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third Party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

55. **Notice.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

Kimley-Horn and Associates, Inc.
Attn: Kelley Klepper, Vice President
1800 2nd Street, Suite 900
Sarasota, Florida 34236

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a Copy to:

Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each Party hereto may change its mailing address by giving to the other Party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

56. **Scope of Agreement:** This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

- Exhibit A Scope of Services
- Exhibit B Project Schedule
- Exhibit C Preliminary Staffing

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.



Kelley Klepper, Vice President

This 21st day of FEBRUARY, 2025.

COUNTY

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione

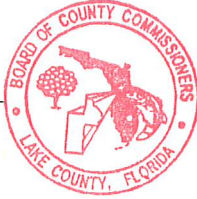
Leslie Campione, Chairman

This 4th day of March, 2025.

ATTEST:

Gary Cooney

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 3/4/25

Melanie Marsh
County Attorney

EXHIBIT A: SCOPE OF WORK



WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Lake County, Florida, Agreement regarding RSQ # 25-501 Comprehensive Plan Project for Planning & Zoning entered into by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Kimley-Horn and Associates, Inc., hereinafter referred to as "Kimley-Horn" or CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of Services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the Services described as follows:

TITLE OF THE PROJECT: LAKE COUNTY COMPREHENSIVE PLAN UPDATE

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform Tasks as more specifically detailed in Attachment 1 as follows. Kimley-Horn has provided both a generalized schedule and team listing of subject matter experts and areas of knowledge as Attachments 2 and 3; respectively. Please note, the schedule is subject to response of comments from County staff and also subject to scheduling by the County for public hearings by the Planning & Zoning Board and the Board of County Commissioners. *Items noted in italics are understood to be those tasks, sub-tasks and or items to be provided and or facilitated by County Staff as part of this project.*

Attachment 1: SCOPE OF SERVICES

ATTACHMENT 1: SCOPE OF SERVICES

The project requires professional planning services for completion of the County's Comprehensive Plan ("Plan") update and corresponding amendments (collectively, "amendments"). It is understood the County undertook certain limited amendments; however, those amendments are assumed to have been limited in scale. It is understood this review and update will be a complete assessment of the Plan and will be based on and or incorporate those items derived as part of the public involvement and stakeholder input as well as the Evaluation and Appraisal Report (EAR)-based review/recommendations and recommended best planning practices. Kimley-Horn will work with the County to define the project objectives including key updates to the respective Plan Elements that are understood to require updating, and prepare the update within 22-25 months including Public Hearings with the Board of County Commissioners (BOCC) subject to the County's hearing and meeting schedules. Services shall include the following tasks (it should be noted that these tasks are not strictly sequential and there is overlap in tasks as described in the tasks below:

TASK 1 – PROJECT INITIATION AND ADMINISTRATION

- A. Kimley-Horn will meet with County staff one (1) time as a Project Kick-Off and secure readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established including identification of key contacts for both Lake

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County and for Kimley-Horn. It is understood, Kimley-Horn will facilitate a project progress call every two weeks with County staff to review the work assignments, project status, data/analysis needs, and similar matters, through the end of this assignment assumed not to exceed forty-eight (48) meetings. It is assumed two (2) Kimley-Horn team members will participate in each progress call and include the respective subject matter expert; additional (limited) hours are provided for Kimley-Horn subject matter experts to participate (two additional team members up to a total of 12 hours). Kimley-Horn will coordinate with the County Project Manager to schedule subject matter/topic discussions at least two weeks in advance to allow for review and discussion of a topic. Kimley-Horn will prepare an agenda prior to and summary minutes posted each meeting with Staff.

1. Kimley-Horn will attend an additional kick-off meeting with County staff to discuss options and considerations for the branding strategy including logos. It is understood this meeting will occur separate from the initial kick-off meeting in A above. It is understood this branding including logos will be used in the public outreach materials, plan updates and presentations.
- B. Kimley-Horn will develop a community involvement and public outreach communication plan for the update of the Comprehensive Plan. We will revise the plan one (1) time based on County directed comments. The plan will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment. Due to the size and geography of the County, it is understood public outreach will be a combination of in-person and virtual meetings (hybrid format). Kimley-Horn will provide the County Commission with an initial presentation outlining the project, expectations, milestones, preliminary schedule, community outreach efforts and also include a "Planning 101" session. It is understood this session may be a joint workshop or similar with the County Commission and the County Planning & Zoning Board. This session is a prime opportunity to engage the community on a large scale, provide the project's framework, and set clear expectations.
 1. Kimley-Horn recommends the initial County Commission one-on-one meetings identified in C below occur prior to the workshop and Planning 101 session to allow for targeted discussions with the County Commission members to gain additional information, insight and assist in discussing the project as a whole.
 2. The Planning 101 session is typically structured to highlight and discuss the differences between the County's Comprehensive Plan and the Land Development Regulations (LDRS) as well as process(es), schedules, items for consideration and how the Plan informs the LDRs. This session will also identify key approaches to LDRs including tradition, hybrid and form based code approaches. Kimley-Horn will prepare the presentation and review it with staff as part of one of the project progress calls.

Kimley-Horn will provide up to nine (9) community workshops, geographically distributed throughout the County (three rounds of workshops with each round including three workshops; each round of workshops would be strategically located as well as timed to ensure broad geographic representation as well as providing information and outreach opportunities at key portions of the project. Each area will have an initial kick-off workshop to introduce the project



and gather initial input, a second round to provide progress updates and refine the development approach, and a third round to present the draft Plan and its findings. The County will be responsible for securing the meeting location and providing public notice for each of these workshops. Kimley-Horn will prepare the announcement(s), including preparation and inclusion of a QR code, identifying topics for each meeting, locations (as secured by the County), and other key information in a simplified format.

Kimley-Horn will develop an online survey (PublicCoordinate or Social Pinpoint) to be posted on the County's website. Kimley-Horn will summarize the findings of the online survey and other public outreach events/opportunities as part of a technical memorandum (summary) of findings). It is understood the data will be collected and presented at the end of each outreach phase.

1. Kimley-Horn will coordinate with the County's Information Technology / Public Information Officer on the content, format and information to be posted to the County's website. Kimley-Horn will prepare the information and provide it to the County for posting.
- C. BOCC One-on-One Meetings. It is assumed Kimley-Horn will assist County staff to participate in one-on-one meetings with the BOCC. Kimley-Horn will attend two rounds of one-on-one meetings with BOCC members during the process assumed to be provided at the onset of the project and either at the mid-point or soon thereafter (schedule for round two to be determined and agreed upon with County staff). Kimley-Horn will coordinate with the County staff for the general schedule for these meetings. Due to the nature of the meetings, it is assumed these meetings would be scheduled during one day.
- D. Due to the nature of County and the number of municipalities within the County, Kimley-Horn will assist the County to facilitate a meeting with the respective municipalities as part of up to six (6) meetings total, assumed to be a mix of virtual and in-person, to review the respective City's Comprehensive Plans, Intergovernmental Coordination/Joint Planning Agreements or similar.

Tasks to be completed/Deliverable:

- Project Kick-Off meeting
- Branding meeting
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP). It is understood community involvement will be led by Kimley-Horn with support from County staff.
- BOCC One-on-One meetings.
- BOCC/P&Z Workshop including Planning 101 session.
- Meeting with the municipalities within the County.
- Bi-weekly project calls; summary review memorandum/email.

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- Preparation of notices for County review and distribution.
- Lake County:
 - Initial Kick-Off Meeting: Secure a conference room and invite applicable County staff. Identify relevant studies and analysis including available data necessary as identified in Task 2 below.
 - Community workshops: secure locations, prepare required notice (with materials prepared by Kimley-Horn input), provide staff to attend workshops and support Kimley-Horn. Review of post meeting summaries prepared by Kimley-Horn. Due to the nature of the meetings, Kimley-Horn will lead/facilitation with County support and interaction; however, it is understood Kimley-Horn will provide staff to partner with County staff for each activity.
 - Website: facilitate coordination with the Lake County IT department (or department responsible for the County's website), prepare a page/link within the County's website and insert project updates and information (prepared by and provided to the County by Kimley-Horn).
 - Municipality meetings: attend meetings and support Kimley-Horn. Assist in the facilitation and scheduling of meetings with municipalities. Kimley-Horn will identify targeted dates for meetings; however, the County will be responsible for verifying/securing those locations.
 - BOCC One-on-One Meetings: Secure a conference room, coordinate BOCC schedules and attend with Kimley-Horn.
 - Bi-Weekly project calls: One or more County staff attend project update calls. Where specific subjects, topics and or Elements are to be discussed, invite the applicable County representative with knowledge of the specific Element and or topic.

TASK 2 – DATA COLLECTION

- A. Kimley-Horn will collect data for the Comprehensive Plan update process; and assess changes to the comprehensive plan since the County's last Comprehensive Plan update. Kimley-Horn will rely on any information provided by the County / County Departments in the evaluation of the plan (including adopted master plans). Kimley-Horn will also utilize readily available data from FloridaCommerce (formerly Department of Economic Opportunity), including sources such as the Property Appraiser, Lake-Sumter Metropolitan Planning Organization (MPO), East Central Florida Regional Planning Council (ECFRPC), Florida Department of Transportation (FDOT), Water Management Districts, Florida Department of Commerce (DOC), Bureau of Economic and Business Research (BEBR), and the Florida Division of Historical Resources (DHR). Kimley-Horn previously identified the population trends



per the EAR and will update the population projections one (1) time using the 2024 or latest data based on the MPO population data and estimates.

Tasks to be completed/Deliverable:

- Initial assessment matrix of the Comprehensive Plan including additional Growth Management Statutory changes since the last EAR.
- Identification of necessary (recommended) data sources and initiate obtain data necessary to the Plan review.
- Confirmation of the County's population trends.
- Lake County:
 - County Data: provide Kimley-Horn with access to available data including but not limited to GIS data maintained by the County, copies of existing plans undertaken by the County and integral to the review and update of the Comprehensive Plan. May include but not be limited to parks inventory and databases, utility information including capacity(s) as may be appropriate through the various interlocal agreements, consumptive use permits, solid waste master plans, etc.

TASK 3 – CURRENT PLAN ANALYSIS & DATA INVENTORY AND ANALYSIS (DIA)

Kimley-Horn will assess the information and data collected in the previous tasks as it relates to each of the County's comprehensive plan elements. Specifically, the following actions will occur:

- A. Review the Plan for consistency with adopted State and regional requirements using the previously prepared EAR document. We will confirm the findings of the EAR including also identifying language of the current Plan that is regulatory in nature and more appropriate to the LDRs. Review will also include recommendations based on current trends, best planning practices and input received during the public involvement process. These reviews are typically done in groupings but can be refined based on discussions with County staff and other County initiatives as follows. It is understood, Kimley-Horn will identify items more specific for the County's LDRs; however, will not amend the LDRs as part of this assignment. It is further understood that a meeting with the County Attorney will be necessary upon the identification of potential LDRs to ascertain the County's direction on those items and if they will be removed, updated, or maintained (meeting date TBD):
 1. Land Use, Transportation, Economic Vitality, Housing, Schools, Property Rights
 2. Conservation, Environmental Protection, Parks and Recreation (including coordination/confirmation with requirements (policies) related to the Areas of Critical State Concern.
 3. Capital Improvements, Public Services/Facilities, Utilities, Intergovernmental Coordination



- B. Develop a draft review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff; this draft matrix will serve as the basis for the future work efforts (i.e., amendments).
- C. Kimley-Horn will identify the County's existing land use and development totals utilizing information from the County (i.e., development review approvals, site and building permits, and similar) along with the latest information from the Property Appraiser's office and any relevant studies completed since the adoption of the last amendment. This will provide a snapshot of the current development and impacts as compared to the County's current carrying capacity per the adopted Comprehensive Development Plan/Future Land Use designations and compared with the LRTP analysis.

Kimley-Horn will review the County's inventory of existing public facilities and community assets (transportation, utilities, public parks, and open space). If the County does not have this inventory in document form, Kimley-Horn will collect this data by way of a desktop inventory (if available) and review this information with the County to understand each facility's current state and any changes and proposed changes since last update.

Based on the recommended amendments from the initial assessment, our team would analyze and prepare the necessary Data Inventory and Analysis (DIAs) and Maps for each Chapter (Element) of the Comprehensive Plan excluding the Schools Element (Schools is assumed to include up to two coordination meetings with the Lake County School District and utilize the school districts long range facilities plan and its policies for the Schools Element). It is understood Kimley-Horn will not prepare detailed stormwater modeling/floodplain or similar analysis as part of this review; however, will review and provide recommendations specific to the respective GOPs. It is understood Kimley-Horn is assisting the County with stormwater regulations and our team will coordinate between our respective teams. It is understood the County has contracted with an outside group as part of the County's review and analysis of it hydrology and similar. Kimley-Horn will rely upon the County to provide an introduction and updates of that group's findings for inclusion and or reference in the County's comprehensive plan. Kimley-Horn is currently assisting the County on the review and development of Stormwater standards (provided under separate cover) and will coordinate with the Kimley-Horn team preparing those amendments and updates for consistency between the Comprehensive Plan and the proposed regulations.

- 1. Due to the nature of the Public School Facilities Element, it is understood, information and updates of that specific element will be based on/provided by Lake County Schools long range planning / facilities plans; no new analysis as it relates to student population, school siting or similar will be provided by Kimley-Horn.
- 2. It is understood the DIA will be updated for each Element update (based on the Elements/updates). Kimley-Horn will update the LOS analysis specific to the County's public facilities one (1) time using the latest Population projections developed in Task 2.A above.



- E. Specific to the Water Supply Plan, it is understood the County is undertaking some level of review and update (internally); however, has requested a more thorough update of its Water Supply Facilities Work Plan. Kimley-Horn will review the current analysis and plan and prepare a more formal update as provided in and development options for the County's consideration as provided in Optional Task 6 below.
- F. Specific to the transportation LOS and needs, conditions will be evaluated for existing, 5-year horizon, and the long-term planning horizon for the County's Comprehensive Plan. It is understood the County's Traffic Circulation Plan horizon year is tied to the latest available travel demand models using the Lake-Sumter MPO's Long-Range Transportation Plan and its horizon year. The end results of analyzing future transportation needs will be the development of a coordinated Mobility Plan which addresses all modes of travel including and incorporating the County's recently completed transit plan.
1. Existing Conditions – Kimley-Horn will use available traffic counts to identify existing LOS for roadways within the County. Kimley-Horn will also evaluate transit, bicycle, and pedestrian facilities, and identify existing LOS for each of these modes comparing this data with the County and MPO plans and studies (available data). Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of existing needs for all modes.
 2. Short-Term Conditions – Kimley-Horn will use historic trends to project 2035 traffic volumes and will identify the 2035 LOS for roadways within the County. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of 2035 system needs for all modes.
 3. Long-Term – Kimley-Horn will coordinate with the County with respect to the consideration of historic trends, to project the 20-year traffic volumes (2050) and will identify the LOS for roadways with the County. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of system needs for all modes.
 4. Kimley-Horn will run the latest model, as available, to check its accuracy to project current traffic volumes. Variations will be noted and considered when projecting Long-Term conditions.
 5. Kimley-Horn will run the model, review results and compare to historic trends and consider model variations observed in the most recent model run, to identify projected 2050 traffic volumes. Based on County review and comment, it is understood data collection and analysis efforts are assumed to estimate:
 - LOS for base conditions (current/latest counts or estimates),
 - LOS for projected short-term conditions (as estimated using counts plus reserved trips or growth), and
 - LOS for projected horizon year conditions (latest model-based) with some checks & corrections for congruence between five-year and horizon year results.



7. Land Use Densities and Intensities – As required by FS 163.3177(6)(b)2.e., Kimley-Horn will work with the County (using the MPO data as a baseline) to identify land use densities and intensities within the County along transit routes and corridors (consistent with the previously prepared transit plan and the LRTP being prepared by the Lake-Sumter MPO) for existing, short- and long-term conditions. Kimley-Horn will coordinate with the MPO for the most up to date land use and development information and identify potential differences in the information. Kimley-Horn will verify this information through one model run for comparison. This information will also be used to assess transit service options.
8. Mobility Plan – Kimley-Horn will update the County's Transportation Element to include identification of improvements by mode (roadway, transit, bicycle, and pedestrian/trails) to address future needs. Improvements will be identified for each planning period (short- and long-term).
- F. Revise the draft review "Matrix" of recommended GOPs for amendment including justification(s) based on the additional DIA conducted in support of the amendments. Includes review with staff and presentation one (1) time to the BOCC for approval; this matrix will serve as the basis for the Comprehensive Plan amendments.
- G. Kimley-Horn will prepare an existing conditions analysis which will include a preliminary review of existing County land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements.

Tasks to be completed/Deliverable:

- Prepare a (finalized) review matrix of the existing Comprehensive Plan including recommendations for amendments to the County's Plan.
- Prepare an existing conditions analysis including preliminary Data Inventory and Analysis.
- Lake County:
 - Review and provide comment on Kimley-Horn provided matrices, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks of receipt. It is understood due to County staff schedules including workload that two weeks may not be possible, and that County staff will provide Kimley-Horn with an estimate for date(s) of receipt of information. It is understood that delays in receipt may impact the project schedule provided in Attachment B. Participate in subject specific meetings (with adequate notice) to discuss and review materials, provide comments and responses.

TASK 4 - UPDATE GOALS, OBJECTIVES AND POLICIES (GOPs)

- A. Based on the findings of Task 3, Kimley-Horn will propose updated GOPs for each of the comprehensive plan elements specific to the review matrix. Kimley-Horn will facilitate up to three (3) progress meetings with County staff (assumed to be hybrid format) to review the



matrix and the proposed GOPs. Kimley-Horn will respond to up to three (3) rounds of revisions to the draft GOPs based upon staff review. County staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

- B. Kimley-Horn will conduct up to four (4) progress meetings with the BOCC as follows:
1. Initial project kick-off (provided as part of Task 1B)
 2. One (1) progress and update meeting per Element grouping above for a total of three (3). It is understood that County staff may instead choose to utilize the progress meetings for different topics or use the progress meetings to review and discuss upcoming community outreach events. These progress meetings will be a hands-on session intended to keep the Commission and County staff aware of the project process, outcomes, and anticipated recommendations. It is assumed up to two (2) team members will be present for the workshops.

Tasks to be completed/Deliverable:

- Preparation of draft Goals, Objectives, and Policies and Standards.
- Present at up to four (4) total progress meetings including up to two (2) team members (initial kick-off and three additional progress meetings).
- Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.
- Up to three (3) revisions of GOPs as directed/comments received by Staff.
- Lake County
 - Review and provide comment on Kimley-Horn provided Elements, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks of receipt. Participate in subject specific meetings (with adequate notice) to discuss and review materials, provide comments and responses
 - Schedule, prepare/facilitate public notices for workshops.
 - Progress Meetings: prepare required notice (with Kimley-Horn input and the branding/graphics established as part of Task 1), provide staff to attend workshops and support Kimley-Horn.

TASK 5 - LOCAL PLANNING AGENCY (LPA) HEARING AND BOCC HEARING- TRANSMITTAL

- A. Kimley-Horn will present the DIAs and GOPs in cooperation with County staff to the Planning & Zoning Board up to two (2) times sitting as the Local Planning Agency (LPA) for review and comment at a publicly noticed hearing. The County will be responsible for providing the meeting place and meeting advertisement/public notices.
1. Kimley-Horn will present at one (1) additional meeting/hearing as agreed upon with County staff prior to the formal County Commission Transmittal Hearing. It is



understood the County may utilize this meeting as a preview / review meeting with the County Commission in advance for their formal action to transmit the draft Comprehensive Plan.

- B. Following the Planning & Zoning Board hearing, Kimley-Horn will revise the draft Comprehensive Plan one time (1) based on comments received during the Planning & Zoning Board public hearing. The revised Plan will be provided to County staff for up to three (3) hearings before the BOCC (Transmittal Hearing), County staff will be responsible for submitting the proposed Comprehensive Plan to FloridaCommerce and the other reviewing agencies for comment.

Tasks to be completed/Deliverable:

- Presentation each to the Planning & Zoning Board and the BOCC for transmittal of the draft DIA and GOPs.
 - Three (3) meetings total to the Planning & Zoning Board or BOCC
- One (1) transmittal hearing by the BOCC
- Lake County:
 - Review and provide comment on Kimley-Horn provided presentations/PPTs, summary reports including summary of findings, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks.
 - Prepare required notice (with Kimley-Horn input), provide staff to attend meetings and support Kimley-Horn. Review of post meeting summaries prepared by Kimley-Horn.
 - Distribute/submit the Proposed Amendments to FloridaCommerce.

C. Response to the ORC Report

Kimley-Horn will draft the County's response to one (1) set of comments through the objections, recommendations and comments (ORC) report. Upon receipt of the ORC comments, Kimley-Horn will facilitate a conference call/virtual meeting with the commenting agency(s) to review the comment and develop a response and or clarification as may be

Tasks to be completed/Deliverable:

- Draft Response to one set of comments through the ORC Report
- Revisions to the GOPs per ORC Report. Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.
- Lake County:



- Review and provide comment on Kimley-Horn provided responses to comment, including review by applicable/relevant departments (staff). Provide responses to provided materials typically within two weeks of receipt.

D. BOCC Hearing - Adoption

Kimley-Horn will present the final DIAs and GOPs in cooperation with County staff to the BOCC for review and adoption of the Comprehensive Plan amendments including revisions per the ORC at one (1) publicly noticed hearing. The County will be responsible for providing the meeting place and meeting advertisement/public notices.

Tasks to be completed/Deliverable:

- One presentation to the BOCC for adoption of the amendments post ORC Report and responses.
- Lake County
 - Prepare required notice (with Kimley-Horn input), provide staff to attend meetings and support Kimley-Horn. Review of post meeting summaries prepared by Kimley-Horn.

TASK 6 Water Supply Facilities Work Plan

1. Task 2 – 10-Year Water Supply Facility Work Plan Update for CFWI Regional Water Supply Plan

Kimley-Horn will assist Lake County (County) with updating its Water Supply Plan/10-Year Water Supply Facilities Work Plan (Work Plan), in accordance with Chapter 163, Part II, F.S. in response to adoption of the CFWI Regional Water Supply Plan.

Kimley-Horn will review the County's 2025 Work Plan, update population projects and associated water demands for the County through 2045; compare County projections with comparable projections from those developed as part of this Comprehensive Plan assignment and using the Lake-Sumter MPO, BEBR or other population projections and CFWI Regional Water Supply Plans; coordinate with utility providers and local governments within the County; discuss regional water supply issues identified in WMD Regional Water Supply Plans; review and summarize the need and plans for capital improvements related to water supply within the next 10-year period; review the County's Goals, Objectives and Policies related to water supply and suggest revisions as necessary; and update exhibits in the Work Plan. It is understood some additional review of the County's Plan including assumptions will be required as part of this Task

The Work Plan will consider major Comprehensive Plan amendments adopted by the County since the last Work Plan/Water Supply Plan, to the extent they impact future water demands.

Kimley-Horn will participate in up to four (4) virtual meetings with the County to discuss the Work Plan, and in up to four (4) virtual meetings with utility providers or the CFWI.



Kimley-Horn will provide the County a draft Work Plan for review and comment. Kimley-Horn will incorporate reasonable review comments from the County and provide the County a copy of the Work Plan in digital format.

It is assumed potential Comprehensive Plan text amendments will be provided as part of the current Comprehensive Plan assignment and schedule. If amendments are desired outside of the current assignment, public hearings, response to comments and similar will be provided as an additional service.

Tasks to be completed/Deliverable:

- Up to four meetings with staff and up to four meetings with the utility providers or the CFWI assumed to all be provided virtually.
- Lake County
 - Attend meetings with Kimley-Horn staff, provide written comments on drafts prepared by Kimley-Horn.

TASK 7 - Market and Economic Analysis

The assessment of development potential in the County through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development. Kimley-Horn will present its findings as part of one (1) County Commission workshop or hearing (to be determined by County staff).

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the County. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the County, including major public and private investments. The tasks associated with the market study are described below.

1. Demographic Analysis – Analyze population and household trends for the County and compare these trends to Lake County Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, Kimley-Horn will also review market data provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.
2. Residential Analysis – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the County will also be completed. New for-sale and rental housing that could be supported in the County will be forecasted for the planning period.
3. Retail Analysis – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the County. As available, leasing data from major retail centers will be incorporated. Kimley-Horn will forecast household expenditure potential growth by major retail category and



estimate the sales capture for the County based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of "inflow" spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.

4. Office and Industrial Analysis – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the County and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the County.

Tasks to be completed/Deliverable:

- Preparation of a summary report understood to be graphical/powerpoint or similar format with supporting graphics and texts.
- One presentation to the BOCC (either in workshop or public hearing format) to review findings.
- Lake County
 - Prepare required notice (with Kimley-Horn input), provide staff to attend meeting and provide comments (responses) to Kimley-Horn.



FEES AND EXPENSES

Compensation to Kimley-Horn for rendering the above identified Services shall not exceed \$449,100. It is understood that Kimley-Horn may adjust the respective Tasks budgets below; however, will not exceed the total fee provided without prior County approval.

TASK	DESCRIPTION	FEE AMOUNT
1.0	Project Initiation and Administration (Includes Community Outreach)	\$62,000
2.0	Data Collection	\$68,000
3.0	Current Plan Analysis and Data Inventory and Analysis (DIA)	\$71,000
4.0	Update Goals, Policies and Objectives (GOPs)	\$128,500
5.0	Public Hearings	\$62,000
6.0	10-Year Water Supply Facility Work Plan CFWI Update	\$29,100
7.0	Market and Economic Analysis	\$ 28,500

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular Tasks established above, providing such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the Task completed.

CONSULTANT agrees to perform the Services in accordance with this Agreement No. 20-R075115BB for Planning Services and this Work Assignment dated.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 



PRINTED NAME: B. Kelley Klepper
TITLE: Vice President
DATE: January 31, 2025

LAKE COUNTY, a political subdivision of the
State of Florida

Procurement Official
DATE: _____

[https://kimleyhorn-my.sharepoint.com/personal/kelley_klepper_kimley-horn_com/Documents/Lake County WA_Lake County Comprehensive Plan Update 01082024.docx](https://kimleyhorn-my.sharepoint.com/personal/kelley_klepper_kimley-horn_com/Documents/Lake%20County%20LAKE%20County%20Comprehensive%20Plan%20Update%2001082024.docx)

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AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND KIMLEY-HORN AND ASSOCIATES, INC.; RSQ #25-501

	DA [at appropriate elements]	04/24/25	05/24/25	120		includes coordination with County staff, agencies and other service providers. State/DEP including review of critical state concern. NPO etc.
	includes coordination with County Hydrology Consultant and Stormwater Team					
	Develop list of potential LDR positions (D of Items in Comp Plan more suitable in the LDR)	05/11/25	05/31/25	20		
	Staff Review/Update - All Elements	05/11/25	05/25/25	45		
	Review with County	05/23/25	05/30/25	5		
	Population and Land Use Analysis, included in DA	04/21/25	05/05/25	45		GIS based map/parcel based analysis access to County database including parcel property information includes review by County staff and analysis.
	Water Supply Plan	07/16/25	10/14/25	90	may be finalized earlier depending on land use analysis and County adoption of Water WSP	includes discussions with County staff and analysis using County data. FH and includes information with staff including key topics and M&Es - specific County Department/Staff
	11 Reviews to Staff/County staff provided comments	08/24/25	10/10/25	45		
	BOCC Program / Review/Workshop (Presentation)	10/30/25	11/20/25	5	assume 2-3 weeks post meeting review and acceptance by staff to schedule BOCC progress check in #2	
4.8.2	Economic Workshop, Housing School Property Rights Update GOFs (based on staff) & BOCC Guidance	11/04/25	01/03/26	60		
	County Workshops #2 (3 workshops)	01/22/26	02/02/26	10	TRD based on preferred County schedule; post BOCC progress review - also take into consideration holidays	Assume post Element review to allow for stakeholder input and comment
	revision and updates per County staff affected comments post 2nd workshop	02/02/26	03/19/26	45		
	BOCC Program / Review/Workshop (Presentation)	04/09/26	04/14/26	5	meet. provides flexibility to BOCC schedule	
4.8.2	Conservation Environmental Protection Parks and Recreation (including accreditation/certification with requirements (includes) related to the Areas of Critical State Concern	03/19/26	04/18/26	30		
	Review of GOF/Revisions	05/27/26	05/28/26	30		
	BOCC Program / Review/Workshop (Presentation)	05/27/26	05/28/26	30		
4.8.2	Capital Improvements, Public Services/Utilities, P&Z&L, Intergovernmental Coordination	05/27/26	05/28/26	30		
	Community Workshop #3 (3 workshops)	05/09/26	06/04/26	30		
	BOCC Review	05/15/26	05/30/26	5		
	Planning & Zoning Board #1	05/14/26	05/19/26	5		
	Planning & Zoning Board #2	05/20/26	05/28/26	4		
	P&Z or BOCC #1	07/27/26	10/22/26	30	subject to County scheduling of workshop, notice requirements	tentative Date pending P&Z schedule Assume Staff/County review County staff to prepare and public notices, legal and general information that
	BOCC Final/Initial	11/12/26	11/17/26	5	assume 30 days before meeting/hearing	Public Hearing/Meeting #1
	Distribution to Staff/BOCC	11/22/26	12/22/26	30		Public Hearing/Meeting #2
	BOCC Review and Update	01/09/27	01/16/27	10		
	BOCC Adoption	02/04/27	02/11/27	5	assume approximately 3 weeks post BOCC for adoption hearing	Public Hearing/Meeting #3

EXHIBIT C: PRELIMINARY STAFFING PLAN



ATTACHMENT C - PRELIMINARY STAFFING PLAN

The Following Team Members have been identified to perform certain tasks related to the review and update of the County's Comprehensive Plan. This list is understood to not be limited in nature but to identify the key team members assigned to facilitate Tasks and or assignments.

Project Management Team: Kelley Klepper (PM), Mike Vaudo, Katy Magruder

1. Definitions: Team
2. Future Land Use: **Kelley Klepper***, Katy Magruder, Michael Reynolds, Mike Vaudo, Kayla Goldsmith
3. Transportation: **Mike Vaudo**, James Taylor, Adam Kerr, Ryan Suarez
4. Economic Vitality (including market analysis): **Jessic Rossi**
5. Housing: Jessica Rossi, Blair Knightling (historic), **Katy Magruder**
6. Property Rights: **Kelley Klepper**
7. Conservation including Environmental Protection: **Tori Bacheler**, Kim Arnold (hydrology)
8. Parks & Recreation: **Matt Franko**, Kelley Klepper
9. Capital Improvements: Chris Towne, Molly Williams, Barton Fye, Brian Ashby
10. Public Services/Facilities: Brian Ashby, Kellie Clark, Molly Williams, Victor Gallo
11. Intergovernmental Coordination: Katy Magruder, Mike Vaudo, Team
12. Public School Facilities (not included)
13. Branding: **Tim Eggert**, Lauren Keys

Public Outreach: Kelley Klepper, Katy Magruder, Mike Vaudo, Jonathan Whitehurst, Team

GIS Mapping/Analysis: **Brett Kamm**, Michael Reynolds

Land Development Codes: Kelley Klepper, Eliza Harris-Juliano, Katy Magruder, Blair Knightling (Historic)

Quality Control: Ali Palmer (Planning/Land Use), Lance Littrell, P.E. (Infrastructure), Jonathan Whitehurst (online engagement/public outreach)

[https://kimleyhorn-my.sharepoint.com/personal/kelley_klepper_kimley_horn_com/Documents/Lake County WA, Lake County Comprehensive Plan Update 01032024.docx](https://kimleyhorn-my.sharepoint.com/personal/kelley_klepper_kimley_horn_com/Documents/Lake%20County%20WA/Lake%20County%20Comprehensive%20Plan%20Update/01032024.docx)

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